



Comptroller General  
of the United States

810274

Washington, D.C. 20548

## Decision

Matter of: Andrews Forwarders, Inc.  
File: B-255697  
Date: April 22, 1994

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### DIGEST

1. A carrier can be charged with the loss of an item not specifically listed on the inventory where the item bears a reasonable relationship to the contents of the carton from which it allegedly was lost.
2. GAO will not question an agency's calculation of the value of damages unless the carrier presents clear and convincing evidence that the agency acted unreasonably.

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### DECISION

Andrews Forwarders, Inc., requests review of our Claims Group's settlement denying its claim for a refund of \$662 that the Army set off from revenues otherwise due Andrews to recover for loss and damage to a service member's shipment of household goods. We affirm the Claims Group's settlement.

Andrews disputes its liability for \$90 offset for a pendulum that was missing from a clock-mirror packed in a box labeled "pictures/mirror." Andrews argues that there is no proof that the pendulum, which was not specifically listed on the inventory, was packed in the carton.

Where an unlisted item is claimed lost from a particular carton, we have inferred tender if the item bears a reasonable relationship to the items described on the inventory as the carton's contents. There is no need for an exact match between the description of the lost item and the contents of the carton. Carlyle Brother Forwarding Co., B-247442, Mar. 16, 1992. Here, there is sufficient relationship between the pendulum and the clock-mirror to establish tender, and thus carrier liability.

Andrews also argues that the offset of \$572 as the replacement value of a metal etagere with glass shelves is excessive because the only things missing were the brackets,

or hardware, that supported the glass shelves. Andrews maintains that they could have been fabricated for \$50.

Generally, our Office will not question an agency's calculation of the value of damages unless the carrier presents clear and convincing evidence that the agency acted unreasonably. American Van Services, Inc., B-249833, Jan. 14, 1993. Andrews merely posits that the member would be able to obtain fabricated replacement parts for \$50, but has submitted no evidence that such fabrication is possible or that replacement of the item otherwise was unreasonable.

The Claims Group's settlement is affirmed.

Robert P. Murphy  
Acting Associate General Counsel