



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Andrews Van Lines, Inc.

File: B-257398

Date: December 29, 1994

DIGEST

A prima facie case of transit loss of a trumpet exists when a member claims that the carrier packed it in a box labeled as "Games" and when, in addition to the claim itself, the member presents a handwritten statement relating facts surrounding his tender of the trumpet to the carrier along with a DD Form 1844 from a move completed the previous year showing that the member owned the instrument.

DECISION

Andrews Van Lines, Inc. requests that we review our settlement upholding the Army's set off of \$350 to recover for the transit loss of a trumpet contained in a shipment of a service member's household goods¹. We affirm the settlement.

The carrier transported the household goods from Kansas to Maryland in the summer of 1991, but the firm did not itemize the trumpet on its inventory. The member states that the carrier included the Bundy trumpet in item 48, a 4.5 cubic foot container packed by the carrier and described as "Games." Andrews contends that the member cannot prove that he ever gave the trumpet to Andrews which is the first element that a shipper must prove to establish a prima facie case of liability against a carrier. Specifically, Andrews asserts that the trumpet was not itemized, that it was not related to anything that was itemized ("Games") and that other items in item 48 were delivered intact.

The member supported his claim with additional documentary evidence. First, the member provided a handwritten statement which indicated that the carrier packed the trumpet in its case (which also contained a music holder and mouthpiece) with his son's toys in item 48. Second, the member provided a standard form statement indicating that he owned and used the Bundy trumpet and associated items; that he checked his residence in Kansas after the carrier departed; and that as a result of

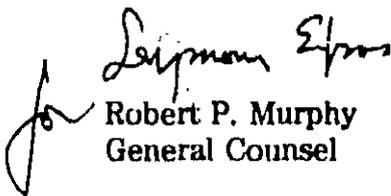
¹The shipment moved under Personal Property Government Bill of Lading RP-903,002 (William E. Crutchfield).

this residence check, he knew that the trumpet and associated items were taken by the carrier. Third, as evidence that he owned the instrument, the member provided a copy of the List of Property and Claims Analysis Chart (DD Form 1844) from his July 1990 move to the Fort Leavenworth area showing that he owned a Bundy trumpet and that this trumpet was damaged in that move.

The finding in our settlement that the member tendered the trumpet to Andrews, is reasonably supported. Not every household good needs to be listed on the inventory, and a carrier can be charged with loss where other circumstances are sufficient to establish that the goods were shipped and lost. See Aalmode Transportation Corporation, B-240350, Dec. 18, 1990. The shipper, however, must present at least some substantive evidence of the tender of the lost article. Id; Department of the Army - Request for Reconsideration, B-205084, June 8, 1983. The member's standard form statement that he checked his residence for articles left behind, by itself, would not have been sufficient evidence for a prima facie case of carrier liability. But, this is supported by the handwritten statement describing details of the tender of the trumpet to Andrews, along with a copy of the DD Form 1844 from a move completed a year earlier showing that the member owned and used this musical instrument.

Moreover, we agree with the Army that it would not have been unusual to pack the trumpet with other entertainment-type of articles, such as games, that were tendered along with it. It is not necessary to conclude simply from the carrier's own labeling decisions that the trumpet could not have been tendered with the "Games." Compare Carlyle Brothers Forwarding Co., B-247442, Mar. 16, 1992.

For these reasons, we affirm our prior settlement.


Robert P. Murphy
General Counsel