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Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter of: American VanPac Carriers

File: B-246852

Date: March 20, 1992

DIGESTS

1. Fact that shipper moved his household goods after delivery by the carrier is not sufficient to prove that properly reported damage actually occurred after delivery.

2. A general denial by the carrier's driver that there was no damage to the shipper's household goods at time the driver delivered them does not rebut the presumption that the damage was due to the carrier's negligence.

DECISION

American VanPac Carriers requests review of our Claims Group's settlement of October 10, 1991, affirming the Air Force's setoff of $263.07 for damages to the household goods shipment of Air Force Captain Robert L. Sproc under Government Bill of Lading TP-066,438. We affirm the Claims Group's settlement.

The issue in this case is whether a prima facie case of carrier liability has been established, i.e., delivery to the carrier in a certain condition, arrival in a more damaged condition, and the amount of damages. Missouri Pacific R.R. Co. v. Elmore & Stahl, 377 U.S. 134, 138 (1964). The carrier was advised of damages on a DD Form 1840R issued 21 days after delivery. Under the Military-Industry Memorandum of Understanding (MOU), notice to the carrier on the DD Form 1840R within 75 days of delivery overcomes the presumption of the correctness of the delivery receipt. See Sherwood Van Lines, 67 Comp. Gen. 211 (1988).

American VanPac contends that the member's property was delivered to a mini-storage facility rather than to the member's new address. The carrier maintains that it therefore is not prima facie liable since damage was reported after the property was moved to the member's new address by someone other than the carrier. With its request for review, American Vanpac has furnished the driver's

statement as to the place of delivery to support its position. (The Claims Group had pointed out that the record contained no proof that delivery was to a mini-storage facility, or that the goods later were moved.)

We find no merit in the carrier's argument. The driver stated that he delivered the property to a vacant building owned by the member's relative, not to a mini-storage facility. Moreover, even if the member moved the goods after delivery, the carrier still has the burden of showing that the damage occurred after delivery as required under the MOU. See Interstate Van Lines, Inc., B-197911.3, Feb. 2, 1990. A general denial by the carrier's driver that there was no damage to the shipper's household goods at the time he delivered them does not rebut the presumption that the damage was due to the carrier's negligence. See Brown Transport Corp., 55 Comp. Gen. 611, 613 (1976).

The Claims Group's settlement is affirmed.

for James F. Hinchman
General Counsel