



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Valdez Transfer, Inc. - Preexisting Damage -
Question of Fact

File: B-197911

Date: May 12, 1988

DIGEST

In a case concerning a claim against a household goods carrier for damage to a cabinet, the agency presents copies of an inventory sheet indicating that no exceptions were taken by the carrier at origin to the condition of the cabinet included in a shipment of household goods. The carrier's contention that a copy of the inventory it presented, tending to show that exceptions were taken at destination, is not sufficient to overcome the agency's inventory sheet and thus does not establish preexisting damage. As a result, the denial of the carrier's claim for refund of \$150 collected by the agency to recover for the damage is sustained.

DECISION

Valdez Transfer, Inc., a household goods carrier, appealed our Claims Group's denial of its claim for refund of \$150^{1/} which the Department of the Army withheld from the carrier to recover for damage to a "shrank" (a three-piece German cabinet) which was among the household goods transported for Sergeant Edward L. Reed, USA, in July 1985. We sustain our Claims Group's action.

The Claims Group denied the claim on the ground that there was no evidence of preexisting damage to the cabinet, which is identified on the inventory sheet as numbers 19, 20, and 21. Valdez contends that the copy of the inventory, which the carrier submitted, shows that the damage forming the basis of the government's claim, such as a chipped and gouged top, a loose centerboard and gouged wall unit, and

^{1/} Although Valdez requested refund of \$171, the Army allowed \$21; therefore, only \$150 is in issue. The Claims Group denied the claim by Settlement Certificate Z-2727878(94), dated October 28, 1987.

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gouged top, a loose centerboard and gouged wall unit, and chipped edges on the cabinet's base, was noted by the carrier as existing at the time the goods were picked up at origin. The carrier further contends that no exceptions were made to the condition of the cabinet at time of delivery. Based on these alleged facts the carrier concludes that it is not liable for damage to the cabinet. In addition, the carrier complains that the estimate of repair, \$525, contains no supporting details.

The record refutes the carrier's allegation of preexisting damage. A copy of the inventory in the record supports the Army's contention that the inventory signed by the shipper and carrier's agent at origin on July 26, 1985, shows that no exceptions were taken to the condition of the cabinet, on line items 19, 20, and 21. The copy containing the exception was signed again by the parties apparently upon delivery on September 20, 1985, indicating, as the Army contends, that the exceptions were taken at the time of delivery rather than at origin.

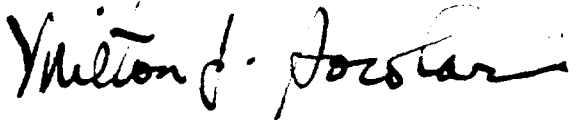
We agree with the carrier that if the damage existed at origin, it would not be liable. See Continental Van Lines, Inc., 63 Comp. Gen. 479 (1984). However, the burden of proof as to whether the damage existed at origin is on the carrier, and where material facts are disputed, as here, we rely on the report furnished by the administrative officers of the government, in the absence of compelling contrary evidence. See Dan Barclay, Inc., 64 Comp. Gen. 612 (1985). We rely on the Army's view of the facts here, particularly since independent evidence of record, in the form of inventory copies, is consistent with the Army's view that the damage noted at the time of delivery did not exist at origin. The copy of the inventory provided by the Army shows that no exceptions were taken at origin to the condition of the cabinet.^{2/}

The agency determined that Valdez was indebted to the government for \$150 since the carrier's liability was limited by agreement to 60 cents per pound per article, and 60 cents times the 250-pound weight of the cabinet results in \$150. In comparison to its limited indebtedness of only \$150, we do not find the carrier's objection to the \$525 repair estimate to have merit.

^{2/} A copy of the inventory showing no exceptions to the condition of the cabinet is being provided herewith to the carrier.

Although the estimate contained no breakdown of the \$525, it seems clear from the record that the amount charged the carrier, \$150, is not unreasonable for repair of the type of damage described in the record. See Chandler Trailer Convoy, Inc., B-211194, Apr. 15, 1986.

Accordingly, our Claims Group's denial of the carrier's claim is sustained.

A handwritten signature in cursive script, appearing to read "Milton J. Forster".

Acting Comptroller General
of the United States