



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Interstate Van Lines, Inc. -  
Lost Household Goods

File: B-197911

Date: June 27, 1988

### DIGEST

Where a common carrier receives notice of additional lost items after delivery of a shipment of household goods and such notice is within 45 days of delivery, as prescribed by the Memorandum of Understanding under which the carrier and Navy agree to operate, the notice is timely, and a prima facie case of liability against the carrier cannot be avoided on the basis of untimely notice.

### DECISION

Interstate Van Lines, Inc./Valdez Transfer, Inc. (Interstate) has appealed from our Claims Group's denial of its claim for reimbursement of the amount which the United States Navy set off from Interstate's account for the loss of a service member's household goods Interstate transported.<sup>1/</sup> The question at issue is whether notice of loss of those goods was provided to the carrier in a timely enough manner in order for the carrier to be held liable for that loss. We conclude that Interstate was notified in a timely manner so that it is liable for the loss; therefore we affirm the Claims Group's denial of Interstate's claim.

When Interstate delivered the service member's household goods on November 12, 1982, a few of the goods were noted to be lost or damaged. On December 6, 1982, the Navy sent a formal notice (NASCORPC Form 4050/54) that these few and two additional items had been lost; the notice also invited Interstate to inspect the damage and stated that a detailed claim would be filed, which occurred on February 14, 1983. Interstate accepted liability for the few items noted to be lost and damaged upon delivery, but denied liability for the

<sup>1/</sup> The goods belonging to Ensign Jack P. Pierce, USN, were shipped by the Navy in August 1982 from Yuma, Arizona, to Corpus Christi, Texas, on Government Bill of Lading BP-410-909.

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two additional lost items because their loss was not noted upon delivery and subsequent notice of their loss was claimed not to be timely sent.

The Navy establishes a prima facie case of Interstate's liability for the loss of the two items of household goods by showing their delivery to Interstate in good condition, failure to arrive at the destination, and the amount of the loss. Continental Van Lines, Inc., B-216757, Aug. 14, 1985. Interstate argues that this has not been established only because it did not receive timely notice after delivery of the loss.

The Navy claims that it sent notice of loss to Interstate on December 6, 1982, on Form 4050/54, and Interstate does not deny receiving it. The notice specifically mentioned the two items as being lost, and since it was sent within 45 days of delivery of the household goods, it complied with the standards of timeliness prescribed in the Memorandum of Understanding under which the Navy and Interstate agreed to operate. See Continental Van Lines, Inc., B-216757, supra.2/ The later filed claim and supporting documentation

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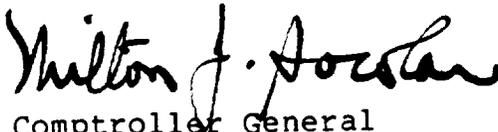
2/ Interstate also denied liability for the additional two lost items in a letter dated March 18, 1983, using the argument that they had not been shown to be delivered into Interstate's possession for shipment. The letter cited our decision Paul Arpin Van Lines, Inc., B-205084, June 2, 1982, in support. As the basis for this argument Interstate notes that the two missing items were not specifically listed on the inventory but were allegedly missing from two cardboard boxes which the shipper admits were delivered. Although this point was not discussed in the subsequent report by the Navy to our Claims Group, the Claims Group's denial of Interstate's claim, or Interstate's appeal, we find sufficient evidence in the record to demonstrate that these items were tendered to the carrier. They were the same kind of items as were marked in the boxes listed on the inventory, and when we reconsidered the cited decision, we stated:

"We did not envision . . . that adequate evidence on behalf of the shipper could be provided only by requiring the carrier to list every household item. Instead, we reasoned that the shipper would have personal knowledge of the circumstances surrounding tender and could supply a specific statement concerning the loss . . ." Paul Arpin Van Lines, Inc., Reconsideration, B-205084, June 8, 1983.

Such was the case here.

provided the necessary elements of the Navy's prima facie case of liability against Interstate, which has not been rebutted.

Accordingly, we affirm our Claims Group's denial of Interstate's claim.

for   
Comptroller General  
of the United States