

B-257516

January 17, 1995

Kevin Spealman
Director of Claims and Customer Service
National Forwarding Co. Inc.
2800 Roosevelt Road
Broadview, IL 60153

Dear Mr. Spealman:

We refer to your letter dated May 17, 1994, requesting that we review settlement Z-2862672-25, in which we denied National Forwarding's request for a refund of the Army's set off of \$761.73 for transit loss to the household goods of (PPGBL QP-346,240). We affirm the settlement.

In your request for review, you directed our attention to your "Rider to Inventory." The rider indicates that the items listed on it were either missing or damaged when National Forwarding obtained the shipment from the nontemporary storage warehouse (Allen Transfer & Storage Co., Inc.). Since the item numbers on a second inventory match those on the rider, you also contend that your firm's liability is limited to the items on the second inventory and not to those on the original inventory which you allege was not presented to your firm by Allen. The second inventory is not acknowledged by Allen.

The Army provided a copy of your rider to Allen and asked it to verify that it was a party to your rider. Allen denied that it acknowledged your rider and denied that the signature of the "Party Making Delivery" matched the signature of any of its employees. Allen provided a copy of the original inventory which purportedly contains a signature of your firm's agent.

Without clear evidence authenticating the signature of the "Party Making Delivery" on the rider as that of Allen's employee, your claim is doubtful. In such a case it is our long-standing policy to disallow such claims. See B-199714, Oct. 9, 1980. The Army's

report fully covers the other issues, and we adopted the Army's position in our settlement. Under 4 C.F.R. § 32.1, we decline further review and affirm the settlement.

Sincerely yours,

/s/ Seymour Efros
for Robert P. Murphy
General Counsel