

6144

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548**

FILE: B-190121

DATE: April 25, 1978

MATTER OF: GTE Automatic Electric, Inc.

DIGEST:

- Claim for undelivered parcel post package may not be paid because delivery is presumed when package is correctly addressed, stamped and mailed.

The United States Army Finance and Accounting Center at Indianapolis, Indiana, requests an advance decision by the Comptroller General as to the propriety of paying the claim of GTE Automatic Electric, Inc., for \$273.80, which is the contract price for two secretary answering units which went astray while being returned to the contractor.

The two units were a part of 17 units ordered on June 23, 1975, under Purchase Order DAAA08-75-M-6140, and received at the Rock Island Arsenal (in Illinois) on August 14, 1975. Examination of the shipment disclosed that two of the units had broken outer housings and were unusable. On September 29, 1975, the contractor was notified of the damages by telephone and requested to send two replacement units. The contractor agreed to authorize the return of the articles to the plant. The telephone conversation was confirmed by letter dated October 2, 1975.

On October 8, 1975, the two damaged units were returned via parcel post to the contractor at the address shown on the purchase order, i.e., 400 N. Wolf Road, Northlake, Illinois 60164. Two replacement units were received on October 20, 1975. On October 21, 1975, a letter was received from the contractor directing that the units be returned to 333 East First Street, Genoa, Illinois 60135. The contractor was notified by telephone on the same day, October 21, 1975, that the two units already had been sent via parcel post to the Northlake address.

The Government has paid the claimant the contract price of \$2,327.30 for the 17 units at the purchase order price of \$136.90 each, plus the cost of freight. Claimant contends, however, an additional amount of \$273.80 is due from the Government because the two damaged units were not received by the contractor.

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Parcel post packages which have been correctly addressed, postage paid, and deposited in the mail, are presumed by the courts to have been received by the addressee in the due course of transmission. The presumption is premised on the fact that mail is generally delivered. Dunlop v. United States, 165 U.S. 486 (1897); Crude Oil Corporation of America v. Commissioner of Internal Revenue, 161 F.2d 809, 810 (10th Cir. 1947); Charlson Realty Company v. United States, 384 F.2d 434 (Ct.Cl. 1967).

The record shows that the claimant authorized the Government to return the damaged units, but that prior to receiving written notice to send the units to Genoa, Illinois, the damaged articles were sent via parcel post to claimant's returned goods division at 400 N. Wolf Road, Northlake, Illinois, where they were presumed to have been received. In these circumstances the claim for \$273.80 may not be paid and will be retained here.

R. F. K. 111
Deputy Comptroller General
of the United States