



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Interstate Van Lines, Inc. - Damaged Refrigerator

File: B-230381

Date: November 22, 1988

DIGEST

Where the evidence indicates that part of the damage to a refrigerator was caused by the nature of the refrigerator to deteriorate according to the natural law of heat, the carrier is not liable for that part of the damage because it is an exception to common carrier liability. However, where the evidence does not show that a dented door and broken liner were solely caused by heat, the carrier is liable for that part of the damage. The matter is remanded to the Navy to allocate an amount to each part of the damage out of the total repair bill and then refund to the carrier the amount found to be due, if any, out of the amount the Navy has already collected.

DECISION

Interstate Van Lines, Inc./Ace Van & Storage Company, Inc. (Interstate), has appealed our Claims Group's denial of its claim for \$120 the Navy collected from Interstate for damage to a refrigerator that was in a service member's shipment of household goods.^{1/} We sustain the denial for one part of the damage but reverse the denial for a separate part and remand the claim to the Navy to determine the amount to be allowed, if any.

The damage to the refrigerator is described on the repair receipt: ". . . Found Int. door liner broke & door dented. Found molding in freezer swollen probably due to heat in storage. Liner and Moulding \$231.00. Box damaged from moving." Although the Navy reimbursed the service member

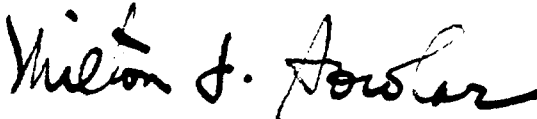
^{1/} The shipment, which was transported by the Navy under Government Bill of Lading NP-897665, was picked up in Virginia in July 1985, delivered in Florida in August 1985, and belonged to Commander Francis W. St. Pierre, USN.

\$231 to replace the broken liner and molding, it collected only \$120 from Interstate because that represents the carrier's maximum liability, based on a contractual limit of 60 cents per pound and a refrigerator weight of 200 pounds.

The only issue is whether the damage was due to one of the exceptions to common carrier liability, deterioration of the refrigerator due to heat. If the carrier proves that the goods deteriorated solely due to heat that was within a foreseeable range, it is not liable because "it is well settled that a carrier is not responsible for damage to a shipment caused solely by the operation of natural laws upon it." See Fraser-Smith Co. v. Chicago, Rock Island & Pac. R.R. Co., 435 F.2d 1396, 1398 (8th Cir. 1971); Austin v. Seaboard Air Line R. Co., 188 F.2d 239, 240 (5th Cir. 1951). The Navy and our Claims Group mention only the physical damage to the dented front door and broken liner immediately behind the door, apparently including the freezer molding damage as somehow related. Interstate points out that the freezer molding was damaged due to heat and speculates that heat-induced expansion caused the dented door and broken liner.

We do not believe that Interstate has shown that the door liner was damaged through heat-induced expansion. The repair receipt indicates otherwise. However, that receipt indicates that the heat probably caused the molding damage, and the service member confirmed that other kinds of plastic articles were melted, presumably by heat. There is no indication that the carrier was responsible for the excess heat; the transportation took place during the summer and the goods were stored in transit for several weeks during August in Florida. Therefore, we conclude that Interstate has adequately shown that the summer heat was responsible for the damage to the freezer molding.

Since the record contains no indication of how much of the \$231 repair bill was allocated to the door liner and how much to the freezer molding, we remand the matter to the Navy to make that determination. If \$120 or more is allocated to the door liner--Interstate's responsibility--then Interstate is due nothing. However, if less than \$120 is allocated to the door liner, Interstate is due the difference between \$120 and that amount.

for 
Comptroller General
of the United States