



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: American Vanpac Van Lines

File: B-239199.4

Date: September 29, 1992

DIGEST

1. Report of the carrier's inspector that he could see no evidence of a claimed stain to an Air Force member's sofa transported by the carrier does not relieve the carrier of liability where the government inspection report and the repair estimate support the claim.

2. Carrier properly is held liable for the loss of items that do not exactly fit the inventory's description of the carton in which they are claimed to have been packed if it would not have been unusual to pack those items in that carton, particularly since the carrier did the packing and prepared the inventory list.

DECISION

American Vanpac Van Lines requests review of our Claims Group's settlement denying the firm's appeal of an Air Force set-off of \$482.68 from sums otherwise due American Vanpac. The set-off arose from American Vanpac's transportation of a member's household effects, several items of which were claimed lost or damaged.¹ We affirm the Claims Group's settlement in part and we reverse it in part.

The first disputed item is a sofa that the member claimed was damaged in the move. The shipper reported that the sofa was "stained on bottom front leg" and later submitted an estimate to repair water damage in the same area. American Vanpac asserts that the claimed damage did not in fact exist, and has furnished a statement by a repair facility that its inspector could see no evidence of a stain.

The record includes an Air Force inspector's report that the sofa's pattern made it difficult to see the damage, but that there was a "slight discoloration" in the area (the rest of the sofa was "immaculate"), which we find consistent with water damage. Also, the shipper had the sofa examined by a

¹American Vanpac delivered the shipment pursuant to Government Bill of Lading TP-153,249.

furniture company, which noted water damage that would not come out in cleaning and recommended that the fabric therefore be replaced. In these circumstances, the statement by American Vanpac's repair facility does not prove that the sofa was not damaged as claimed. See McNamara-Lunz Vans and Warehouses, Inc., 57 Comp. Gen. 415 (1978).

The remainder of the disputed items were claimed as missing after delivery. American Vanpac argues that there is no proof of tender for any of these items because they were not listed individually on the shipper's inventory.

The shipper alleges that curtains, valances, and sheets were missing from a box, packed by the carrier, labeled "bath/hall items." We have held that a carrier is liable for items claimed lost from a carton that do not exactly fit the carton's inventory description where it would not have been unusual to pack those items in that carton, particularly where the carrier did the packing and prepared the inventory list. See Ambassador Van Lines, B-247429, Sept. 8, 1992. That is the case here, and the set-off for those items was proper. In this regard, we also note that the record includes a statement by the shipper that he saw these items packed and that he searched the house after the move for items left behind.

However, the shipper also claims that a hair removal system was lost from a carton listed on the inventory as "books." This item is completely unrelated to the inventory description. Furthermore, the shipper's statement concerning the linens and other missing items does not mention the hair removal system. In these circumstances, we find insufficient evidence of tender to establish a prima facie case of liability against the carrier.

American Vanpac is entitled to a refund of \$39.60 that had been set off for the hair removal system. The remainder of the Claims Group's settlement is affirmed.

for *Seymour Spoo*
James F. Hinchman
General Counsel