



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Best Forwarders, Inc.
File: B-240991
Date: April 8, 1991

DECISION

This is in response to an appeal of a Claims Group determination denying a request by Best Forwarders, Inc., for a refund of \$469.32 set off against money due the carrier for loss and damage to the shipment of an Air Force member's household goods. We reverse the Claims Group's decision.

Best Forwarders picked up the member's household goods at a non-temporary storage (NTS) facility in Ralston, Nebraska, where they had been stored for 4 months, for shipment to Stuttgart, Germany. Upon picking up the goods, a representative of Best Forwarders inspected the items to be shipped and noted differences between the shipment and the NTS facility's descriptive inventory of those items. The Best Forwarders representative prepared a rider to attach to the descriptive inventory, listing all of the lost or damaged items in the shipment.

The Air Force determined the rider to be invalid, and held Best Forwarders liable for the loss and damage of items listed on the rider. The Air Force based its decision on Department of Defense (DOD) Regulation 4500.34-R, which requires representatives from both the storage facility and the carrier to sign any exception sheet prepared against the storage facility's inventory. While the rider that Best Forwarders prepared included the signature of the NTS facility representative, it did not include the signature of a representative of Best Forwarders, but only the notation "Cams 52" in the space for identifying the carrier. Our Claims Group agreed with the Air Force.

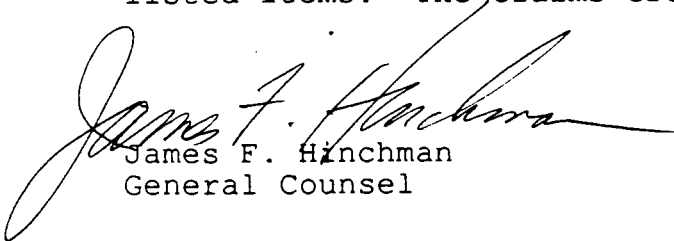
We think the rider is adequate to release Best Forwarders from liability. The purpose of the DOD regulation is to provide proof that both parties acknowledge the exceptions taken against the inventory and, unless a disagreement between them is noted on the exception sheet, both parties agree that the items listed are missing or damaged. In this case, the rider was prepared by the carrier's representative and signed by the representative of the storage facility. The signature of the

051079 / 143599

storage facility's representative indicated agreement with the exceptions taken.

Moreover, Best Forwarders explains that the carrier notation on the rider, "Cams 52," stands for Coleman American Moving Services ("Cams"), and that carrier's terminal in Omaha, Nebraska ("52"). We understand that Coleman American is the agent for Best Forwarders in the Omaha area.

In these circumstances, we find that the Air Force wrongly held Best Forwarders liable for the loss and damage of the listed items. The Claims Group's decision is reversed.



James F. Hinchman
General Counsel