GAO

United States
General Accounting Office
Washington, D.C. 20548

Office of the General Counsel

B-261306.2

July 1, 1996

Resource Protection
Attention: Bobby L. Cates
P.O. Box 3417
Tampa, FL 33601-3417

Dear Mr. Cates:

This is in response to your letter of September 15, 1995, requesting reconsideration of our decision Allied Van Lines, B-261306, Sept. 1, 1995, which denied your claim for refund on behalf of Allied of $1,248 for loss/damage to a shipment of household goods which Allied picked up from nontemporary storage.

Our September 15 decision found that since the warehouse produced the inventory, which you argued was not available to the Allied driver when he picked up the shipment, the list of goods made by the driver was a rider to the original inventory and not a new inventory. Therefore, we denied the claim because as the last carrier, Allied should bear the loss.

In your request for reconsideration, you argue that the inventory produced by the warehouse was completed when the household goods were picked up and was only signed by the military member and the warehouseman, not by an Allied representative. Therefore, there is no proof of tender of the items to Allied.

The inventory of a shipment of household goods going to nontemporary storage would only be signed by the above two parties since Allied did not enter the picture until after the period of storage. That is the purpose of having the delivering carrier complete a rider noting any discrepancies between the inventory and the tendered items.

As our Office noted in Resource Protection, B-265682, Feb. 20, 1996, a case involving similar facts, when the original inventory was not available, the driver should have contacted the service to ascertain if it had a copy of the original inventory or to obtain instructions as to how to proceed. By failing to do this, the

carrier assumed the risk of any missing items from the original inventory. Caisson Forwarding Company, Inc., B-256686, Nov. 7, 1994.

Finally, you now argue that the government bill of lading shows that Allied should have picked up 2,620 pounds from the warehouse but that only 2,340 pounds was transported by Allied. This shows, you allege, that items were missing from the original inventory when the shipment was tendered to Allied. However, this is the first time you have presented this argument, four years after the removal from the warehouse and delivery to the member. Since the government had two 75 days to present a claim against a warehouseman under the Tender of Service in effect at that time, the government has lost any right to pursue the warehouseman. Therefore, we find the service can still properly look to Allied for the loss as the last carrier of the shipment.

We affirm the prior decision.

Sincerely yours,

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

B-261306.2

July 1, 1996

DIGEST

Prior decision that carrier is liable for missing items from a household goods shipment which it picked up from nontemporary storage because contrary to carrier's assertion, warehouse furnished inventory to service which carrier says was not available and therefore inventory which carrier prepared was a rider not a new inventory, is affirmed.