GAO

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

**Office of the General Counsel**

B-261770

February 27, 1996

Air Force Legal Services Agency
AFLSA/JACC
172 Luke Avenue, Suite 343
Bolling Air Force Base, DC 20332-5113

Dear Sirs:

Andrews Van Lines, Inc., has appealed our Claims Group settlement Z-2729037(90), dated May 24, 1995, concerning the loss/damage to the household goods shipment of Gareth K. Snyder under GBL #TP-491,639. The Air Force claim number is OT/D/VKAG/92/00399/CR and JACC # 9207009.

We have reviewed the matter and find that Andrews is entitled to a refund of $137.53 for items No. 46 (Flower Pot-$40.50), No. 49 (Flower Arrangement-$92.63), and No. 105 (Crystal Dish-$4.40). All of these items were noted by the shipper in the claim filed as being broken by the packer. Since Andrews was not the carrier who packed the items but picked the shipment up from nontemporary storage, it is clear this was preexisting damage, even if not so noted on the inventory, based on the evidence in the file. In addition, Andrews is now due the refund for item No. 126 (Wooden Duck - $15), which you had previously agreed was due but because it was less than the $25 threshold established in the Military-Industry Memorandum was not paid. Therefore, the total refund should be $152.53.

Regarding the other items appealed by Andrews, we have reviewed the entire record and find the Claims Group settlement to have been proper and affirm the remainder of the settlement.

Sincerely yours,

/s/Lowell Dodge
for Robert P. Murphy
General Counsel

cc: Andrews Van Lines, Inc.
7th Street and Park Avenue
Norfolk, NE 68701
Attn: Carolyn Funk
Claims and Public Relations

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DIGEST

Where shipper notes in claim submission to Air Force that damaged items were broken by packers prior to household goods going to nontemporary storage, delivering carrier is not liable for damages even though no exception was taken on inventory.