GAO

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

Office of the General Counsel

B-266119

January 25, 1996

Resource Protection
P.O. Box 3417
Tampa, FL 33601-3417

Attention: Bobby Cates

Dear Mr. Cates:

This is in response to your letter of September 11, 1995, appealing the August 15, 1995, settlement of our Claims Group (Z-151685(93)) which denied your request for a refund of the $1,346.39 offset because of the loss or damage to the household goods of Keith E. Roberson under GBL No. SP-054,116 moved by Allied Van Lines, Inc.

The amount in question is the depreciated cost of recovering a loveseat and chair following damage by the carrier to a matching sofa which required the sofa's reupholstering. Because the original fabric was no longer available, all three pieces of furniture were reupholstered in matching fabric.

It is your contention that the loveseat and chair, which were undamaged, were still functional for the purpose for which they were originally purchased and therefore, the carrier should not have been liable for the reupholstery of these items. You attempt to distinguish this situation from the facts of the cases cited in the agency's report where recovery was allowed for a new set of draperies although only one panel was damaged, and for a new suit of clothes although only the jacket was damaged, on the basis that draperies and a suit of clothes are constructed with the intent that they would be sold as an item or set. You argue that the items of furniture in the present case are manufactured to be sold separately and it is only the personal taste of the purchaser that makes them a set.

We disagree. Although perhaps the items of furniture could have been purchased separately, in this case they were purchased as a set so that the furniture in a room would match. This was no longer possible because of the damage to the sofa and

the lack of the original fabric. Such a consideration in the selection of a set of furniture appears to be of no lesser value than in the selection of draperies or a suit of clothes. We have recognized that a property owner is entitled to recover the cost of such repairs or replacements that are necessary to restore him to the position he would have occupied had there been no loss or damage to the shipment. National Claims Service, Inc., B-261292, Dec. 5, 1995. In this case, the agency determined that this required reupholstering all three items of the set of furniture, and we see no reason to disagree.

Accordingly, we sustain the settlement of the Claims Group and deny the request for a refund of $1,346.39.

Sincerely yours,

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

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DIGEST

Where sofa is damaged and requires reupholstery and original fabric is no longer available, carrier is also liable for reupholstering matching loveseat and chair to return member to position he was in before damage occurred.