**Comptroller General**
**of the United States**

**Washington, D.C. 20548**

# Decision

**Matter of:** Allied Transcontinental Forwarding, Inc.

**File:** B-270314

**Date:** February 16, 1996

## DIGEST

Upon delivery of his household goods shipment, shipper listed "books and tackle box" on the DD Form 1840 (Statement of Loss or Damage at Delivery) with a nonconforming inventory number. Notwithstanding the incorrect inventory number, such description clearly refers to goods tendered to carrier, where inventory lists only one item containing the description "books and tackle box." Therefore, carrier is liable for loss of this item.

## DECISION

Allied Transcontinental Forwarding, Inc. (Allied) requests our review of our Claims Group's settlement involving an Air Force setoff of $272.61 against funds due Allied in connection with loss and damage to an employee's household goods. We affirm the settlement.

BACKGROUND

Allied picked up the shipper's household goods from Oakton, Virginia, on December 13, 1990, and delivered them to San Antonio, Texas, on February 14, 1991. On the day the shipment was delivered, the shipper and Allied's representative signed the DD Form 1840 (Joint Statement of Loss or Damage at Delivery). On the DD Form 1840, the shipper listed, among other lost or damaged items, the contents of inventory item #5 as "books and tackle box", and stated that the entire contents of the box were missing.

The inventory was prepared on forms preprinted with numbers in ten-digit series (1, 2, 3, 4, 5, 6, 7, 8, 9, 0). To complete the inventory, as articles were listed beyond the first series of ten numbers, each succeeding series was to be shown as the next succeeding ten-digit grouping, i.e., 11-20, 21-30, etc. Because of the manner in which the inventory was completed, item #5 appeared twice on the actual inventory. The first item #5 on the inventory described a couch. The second item so numbered (which should have been preceded by a 1, making it #15) described a mirror pack containing a painting. Both of these items were delivered. There was, however, an inventory item described as "books and tackle box" at #5 in the 60

series, making it item #65. On the date of the delivery, the shipper checked off, in pencil, each item that was received. No check was made for item #65.

Subsequently, the employee submitted a claim to the Air Force for missing and damaged household goods, including the missing books and tackle box (and contents of the latter). Ultimately, the Air Force settled the claim with the member and set off $2,233.45 from amounts otherwise due Allied. Allied appealed to our Claims Group for a refund of $272.61 relating to the missing books and tackle box listed on the DD Form 1840 as inventory item #5, arguing that since item #5 did not relate to these articles there is no proof of tender of such articles.

ANALYSIS

In order to establish a prima facie case of carrier liability, the shipper must show that the goods were tendered to a carrier in a certain condition, and that the goods were not delivered by the carrier or were delivered by the carrier in a more damaged condition. In addition, the shipper must establish an amount of the damages. Thereafter, the burden is on the carrier to show that it was free from negligence and that the damage resulted from an excepted cause. See Missouri Pacific Railroad Co. v. Elmore & Stahl, 377 U.S. 134 (1963); Stevens Transportation Co., Inc., B-243750, Aug. 28, 1991.

Allied claims that there was no proof of tender of the books and tackle box listed on the DD Form 1840 as inventory item #5. Because the shipper did not state that he had listed the wrong inventory number when filing his claim, Allied argues that there is not sufficient evidence that the books and tackle box the shipper claimed to be missing were those actually inventoried as item #65. In support, Allied cites Interstate Van Lines, Inc., B-197911.2, Sept. 9, 1988, which states that a carrier cannot be held liable based on an arbitrary change in inventory numbers by a claims adjudicator.[1]

We are not persuaded by Allied's argument, and we do not think the decision Allied cites supports its position here. In that decision, B-197911.2, the Navy had given notice for damage to waterbed rails labelled #263. Item #263 on the inventory referred to waterbed rails that had preexisting damage. The Navy subsequently sent a claim to the carrier that described the damaged item as waterbed rails but changed the inventory number to #259, which on the inventory referred to waterbed

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[1]Allied also argues that the fact its agent signed the DD Form 1840, section B of which was the record of loss or damage to be completed jointly by the service member and the carrier's representative, was not an acknowledgement by the carrier of the loss or damage. We find it unnecessary to address this issue to decide this case.

rails with no preexisting damage. When the carrier objected that the inventory item number relating to the waterbed rail had been changed for the purpose of filing a claim, the Navy offered no explanation but merely recited that the item #259 on the inventory showed no preexisting damage. Under these facts we held that the Navy had not established that damage in shipment occurred.

In contrast, we believe that the administrative file in the present case provides sufficient evidence that the DD Form 1840's annotation of missing books and a tackle box must relate to inventory #65 and not #5.[2] The inventory indicates that a carton containing books and a tackle box was in fact tendered to the carrier. Unlike the situation in the case the carrier cites where there were two separate items on the inventory listed as waterbed rails, in this case aside from item #65, no other inventory number contained the notation "books and tackle box". Furthermore, the shipper checked inventory items that were received on the date of the shipment's arrival, and did not check item #65 as having been received. From the somewhat confusing manner, described above, in which item #65 is listed on the preprinted form as item #5 in the 60 series, it is easily understandable how the shipper could have misread it as simply item #5.

Accordingly, the Claims Group's settlement is affirmed.

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

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[2]We have held that minor discrepancies in the manner in which the government's claim was presented to the carrier do not defeat the prima facie case of carrier liability. See Continental Van Lines, Inc., B-228702, Dec. 16, 1988.