



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: B-261980

File: Cartwright International Van Lines—Claim for Reimbursement of
Amounts Collected by Offset for Loss of or Damage to Household
Goods

Date: January 26, 1996

DIGEST

This Office will not question an agency's determination of the replacement cost of household goods in the absence of clear and convincing evidence that the agency's determination is unreasonable.

DECISION

On behalf of Cartwright International Van Lines, Resource Protection requests review of Claims Group settlement Z-2609168, dated Mar. 9, 1995. Except for a refund of \$94.25, the Claims Group denied Cartwright's claim. We affirm the Claims Group's settlement.

Under government bill of lading No. RP-997-689, the household goods of Lieutenant Colonel John X. Olivo, United States Air Force, were picked up June 24, 1992, and delivered in San Antonio, Texas, on August 12, 1992. Although there was apparently extensive damage to the shipment, the only item under consideration in this appeal is one wardrobe box of clothing. Water damage ruined the clothing. The shipper supplied a list of the clothing in the wardrobe box along with replacement costs. He indicated that the individual items of clothing were purchased between 1986 and 1992. The Air Force considered the member's replacement cost figures reasonable and, based on an average age for the clothing of 3 years, reduced the claimed replacement costs by 50 percent to allow for depreciation. A uniform which was in the wardrobe was originally not depreciated, but the replacement cost was later reduced by 50 percent for that item as well.

A prima facie case of carrier liability is established by a showing of tender of goods to the carrier in good condition, delivery in a more damaged condition, and the amount of damages. The burden of proof then shifts to the carrier to rebut the prima facie liability. See Missouri Pacific Railroad Co. v. Elmore & Stahl, 377 U.S. 134 (1964).

A case of prima facie liability has been established in the present situation, and the carrier has presented no evidence to rebut Cartwright's liability.

Regarding the amount of damages assessed, this Office generally will not question an agency's determination of the replacement cost of household goods in the absence of clear and convincing evidence that the agency acted unreasonably. See American Van Services, Inc., B-250188, Mar. 4, 1993. Mr. Cates has presented no such evidence.

The Air Force accepted the shipper's replacement costs, some of which he substantiated with catalog pictures, and then reduced them for depreciation.

The carrier disagrees with those replacement costs and calls our attention to two Comptroller General decisions, Cartwright International Van Lines, Inc., B-252430, June 10, 1993, and Suddath Van Lines, B-247430, July 1, 1992, in which we required more substantiation than merely the shipper's statement of the replacement cost of certain items of household goods. However, those cases involved distinctive items—a Karastan rug and a figurine—for which it would not be unreasonable to require the shipper to provide a sales receipt or some other documentation of value. Clothing, on the other hand, is not so distinctive, and it would be unreasonable to require a shipper to provide sales receipts and dates of purchase for large numbers of clothing items. We see no reason to question the Air Force's determination regarding the value of the shipper's clothing. See B-250188, supra.

Accordingly, we affirm the Claims Group's settlement.

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