



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Allied Freight Forwarding, Inc.

File: B-260695

Date: September 29, 1995

DIGEST

A prima facie case of carrier liability for the loss of a non-inventoried item of a service member's household property exists when tender of the item to the carrier is shown by the following: the service member expressed his intent to ship the item on an Inventory of Household Goods (DD Form 1701) executed shortly before the move; the member wrote his own statement indicating that he held possession of the VCR until shipment, that the carrier obtained possession of all of the property in his quarters, and the carrier prepared the inventory.

DECISION

Allied Freight Forwarding, Inc. requests that we review our settlement affirming the Army's set off of \$252 for the transit loss of a Goldstar VCR in a service member's household shipment.¹ The only issue is whether the service member offered sufficient evidence of his tender of the VCR to Allied to establish a prima facie case of transit loss. In our view, there is sufficient evidence of tender of the VCR, and we affirm the prior settlements.

The record indicates, among other things, that the service member, a Specialist (E-4), tendered his household goods to Allied on August 24, 1989, and that Allied and the service member signed a Descriptive Inventory on that date. The inventory did not list the VCR, and Allied did not deliver the VCR when it delivered other household goods to the service member on October 14, 1989. However, the record contains the service member's Inventory of Household Goods (DD Form 1701), which he completed on July 28, 1989, and in which he indicated that he intended to ship a Goldstar VCR that he purchased in 1986. The record also contains a statement in the service member's own handwriting suggesting that Allied's representative packed all of the goods at origin and assigned the inventory numbers.

¹The shipment moved under personal property government bill of lading RP-568,634 involving Lowell E. Gillespie.

The note conveys his belief that the VCR did not have its own inventory number because the carrier placed the VCR along with other items in a numbered carton.

Allied contends that the DD Form 1701 is not intended to establish proof of tender, and that the service member could have sold the VCR prior to the move. The carrier suggests that the service member was responsible for his own failure to list the VCR on the descriptive inventory and to assure its accuracy. The carrier argues that this was a small shipment with only 83 line items and that if the member had tendered the VCR, the failure to list it on the inventory would have been apparent.

To hold a carrier liable for the loss of a household item, the shipper must establish a prima facie case of carrier liability; the first element of such a case is proof that the shipper tendered the lost property to the carrier. The burden then shifts to the carrier to prove that it was not liable for the loss. Cartwright Van Lines, B-241850.2, Oct. 21, 1991.

When an item is not listed on the inventory, the shipper must present at least some substantive evidence of his tender of the item to the carrier beyond his claim and the acknowledgement on it of the penalties for filing a false claim. See Department of the Army, B-205084, June 8, 1993. The service member must provide a statement reflecting personal knowledge of the circumstances surrounding the tender of the item to the carrier or other substantive evidence to support the tender. See Aalmode Transportation Corp., B-240350, Dec. 18, 1990.

The record contains sufficient evidence to support the tender of the VCR. The service member's written statement indicates that the member still had the VCR in his possession until the time of shipment, that Allied obtained possession of all of his property, and that Allied prepared the inventory. Additionally, the service member completed the DD Form 1701 close to the time of shipment, which evidences the service member's intent to ship the particular VCR that was lost, and more importantly, the member did not complete it in anticipation of filing a claim. In these circumstances, we believe that it deserves some weight in deciding whether there was tender. With regard to carrier preparation of the inventory, we have held that the service member is not bound by the carrier's inventory decisions. Cartwright Van Lines, B-241850.2, supra. In sum, we believe that while separately neither the member's statement nor the execution of DD Form 1701 are not

conclusive, when viewed together, they support the position that there was tender of the VCR. See discussion in Aalmode Transportation Corp., B-240350, supra.

We affirm the prior settlements.

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