



**Comptroller General
of the United States**

Washington, D.C. 20548

Decision

Matter of: Allied Van Lines

File: B-261306

Date: September 1, 1995

DIGEST

Where there is a dispute in the record as to whether carrier received complete inventory at time it took possession of household goods at nontemporary storage warehouse which carrier alleges it did not receive but Army has furnished copy of inventory from warehouse, carrier has not carried its burden of proof to show it is not liable for loss of a tendered item.

DECISION

Resource Protection, representing Allied Van Lines, has requested reconsideration of our Claims Group's settlement certificate Z-151685-77, dated March 13, 1995, which denied the claim of the carrier, for a refund of an offset by the Army of \$1,248 for damages to a shipment of household goods.

Allied picked up the service member's household goods at a nontemporary storage warehouse in Abilene, Texas, and delivered them to Fort Bragg, North Carolina, where the member noted damage and missing items on the Notice of Loss and Damage (DD Forms 1840 and 1840R).

Resource Protection, argues that when Allied's driver arrived at the warehouse to pick up the household goods, the warehouse was unable to supply a complete copy of the original inventory and therefore, the driver prepared a new inventory of the items it received from the warehouse. Resource Protection contends that if an item did not appear on the inventory prepared by its driver, the item was not tendered to it at the warehouse. None of the missing items for which an offset was taken appear on the Allied prepared inventory.

The Army has advised our Office that, following Allied's request for a refund, it contacted the warehouse which advised that the original inventory, which the warehouse furnished to the Army and the Army forwarded to our Office, was available when Allied's driver picked up the household goods. Therefore, the list of

household goods which Allied's driver prepared was a rider noting additional damage to the goods, not a new inventory of all the household goods in the shipment.

While Resource Protection continues to argue that the original inventory was not available, we do not find that the carrier has met its burden of proof required to show that it is not liable for the loss of a tendered item in view of the disputed facts. National Forwarding Co., Inc., B-238982.2, June 3, 1991. As the last carrier of the goods, Allied bears the liability for the losses. 57 Comp. Gen. 415 (1978).

We affirm the settlement of the Claims Group.

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