Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Andrews Forwarders, Inc.--Claim for Reimbursement of Amounts Collected by Setoff for Damage to Household Goods

File: B-257613

Date: January 25, 1995

DIGEST

The General Accounting Office will not question an agency's calculation of the value of damages to items in a shipment of household goods unless the carrier presents clear and convincing evidence that the agency's calculation was unreasonable.

DECISION

This is in response to an appeal of our settlement which denied the claim of Andrews Forwarders, Inc., for refund of amounts recovered by setoff for damage to household goods of a service member. We affirm the settlement.

By government bill of lading UP-165,334, Andrews contracted with the Navy to transport the household goods of Yeoman Third Class Yvette D. Figueroa from Norfolk, Virginia, to Phoenix, Arizona. The goods were picked up on February 22, 1991, and delivered on March 29, 1991. Two box springs and a dresser, headboard, and headboard deck arrived with water damage; liability was admitted by Andrews. The Navy accepted the member's statement that the springs required replacement because they were mildewed and the wood in them had softened. Since the furniture was of a special kind, the member called the company which sold her the furniture in Virginia and described the damage. The company sent a statement that the furniture could not be repaired along with an invoice for the replacement cost of the furniture. The company also provided the estimate for the cost of new box springs. The member submitted a claim for the replacement cost of all the items. The Navy allowed the claim with a deduction made for depreciation. The Navy submitted a claim to Andrews in a timely manner.

Andrews did not inspect the damaged items, but maintained that the Navy should have required inspection by a local company, since the Virginia furniture company consulted was not in the repair business. Arguing that in the absence of such inspection the member had not substantiated the amount of damage sustained, Andrews twice submitted a check for $300 to settle the claim--$50 to clean each box spring and $200 to repair the furniture. The Navy returned both checks as

insufficient. The Navy then collected $1,834.05 from Andrews by setoff. The Claims Division denied Andrews' claim for reimbursement, and Andrews has appealed.

A prima facie case of carrier liability is established by a showing that the shipper tendered property to the carrier, that the property was not delivered or was delivered in a more damaged condition, and that a timely claim was filed. 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).

This Office will not question an agency's determination of the value of damages in the absence of clear and convincing proof that the agency's determination is unreasonable. See American Van Lines, Inc., B-250188, Mar. 4, 1993.

Andrews does not deny liability for damage to the items in question, but disputes the amount of damage assessed by the Navy. While the agency involved usually requires the shipper to obtain a repair estimate from a local company, the present situation is unusual in that the damaged furniture was of a special kind that required specialized knowledge. The member was therefore allowed to describe the damage by phone to a representative of the Virginia company from which she purchased the furniture. The Navy received assurance that the representative was qualified to give an opinion regarding the repairability of the furniture based a verbal description of the damage. The Navy also ascertained that the company did perform repairs on furniture which it sold.. Regarding the box springs, the statements of owners of household goods regarding the value of their goods when damage has occurred are acceptable in assessing damages. See American Van Services, Inc., B-249834.2, Sept. 3, 1993; DeSpirito v. Bristol County Water Co., 227 A.2d 782 (1967); Continental Ins. Co. of New York v. Guerson, 93 S.W.2d 591 (1936).

Andrews has not provided clear and convincing evidence that the Navy's calculation of damages is unreasonable. Indeed Andrews did not inspect the damage, but merely offered its opinion as to the amount of damage sustained. Therefore, this Office will not disturb the Navy's calculation of damages. See B-250188, supra.

Accordingly, we affirm the earlier denial of Andrews' claim.

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