

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-208364

DATE: April 29, 1986

MATTER OF: Chandler Trailer Convoy, Inc.

DIGEST:

Based on its interpretation of a previous decision of this Office, a motor carrier contends that it was improper for the Air Force to hold it liable for the cost of sealing the roof of a mobile home after transportation. Where no roof damage was noted at origin but the roof was found damaged at destination and there is evidence that the 1-year-old unit was roughly handled during delivery there is a reasonable basis to conclude that the roof was damaged as a result of transportation, and that the application of roof sealant was not merely for routine maintenance. Our Claims Group's settlement disallowing the carrier's claim is sustained. Chandler Trailer Convoy, Inc., 55 Comp. Gen. 1209 (1976) distinguished.

Chandler Trailer Convoy appeals our Claims Group's settlement^{1/} which disallowed the carrier's claim for \$275. We sustain the Claims Group's settlement action.

Facts

Pursuant to a Government Bill of Lading issued by the Air Force, Chandler picked up a 1980-model mobile home of Sergeant David R. Field on September 9, 1981, in Fort Worth, Texas, for delivery to Myrtle Beach, South Carolina. During delivery in a trailer park, the unit fell into a ditch which required a wrecker to extract it. Although the carrier's agent noted several items of damage at origin, the list did not include any pre-existing damage to the roof or to windows. The Air Force deducted the \$275 from Chandler to cover \$75 for repair of a broken window and \$200 for sealing the trailer roof, which included the cost of roof sealant.

^{1/} The Claims Group disallowed the carrier's claim by settlement in Z-2608885(24), dated September 16, 1985.

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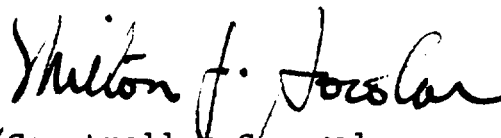
On appeal, the carrier disputes only the \$200 for the roof repair, contending that, based on our decision in Chandler Trailer Convoy, Inc., 55 Comp. Gen. 1209 (1976), post-transportation sealing of a roof constitutes normal maintenance, an item not chargeable to the carrier.

Discussion

The carrier misconstrues the holding in 55 Comp. Gen. 1209, supra, and the two cases are materially distinguished on the facts. In the previous decision we did not hold that all post-transportation roof repairs requiring sealant constituted normal maintenance. We held that, where sealing of a roof is normal maintenance, rather than the result of transportation, it is not a proper element of damage to be charged to the carrier.

Sergeant Field's unit was only about 1 year old when Chandler transported it and there was no evidence of pre-existing roof damage. After delivery, three cracks were visible in the roof. Further, the unit was handled roughly during delivery and the results of the rough handling were apparent. Unlike in 55 Comp. Gen. 1209, supra, where the record permitted an inference that the roof sealing was normal maintenance and not required as a result of transportation, here where the evidence shows rough handling of a 1-year-old unit, and resulting damage to the roof, a reasonable basis exists to conclude that the sealing was required as a result of transportation and not mere maintenance.

We conclude that Chandler has not demonstrated that the cost of sealing the unit's roof was improperly included by the Air Force as an element of damage for which the carrier was liable. Accordingly, our Claims Group's settlement action is sustained.

for 
Comptroller General
of the United States