

DATE: August 11, 1998

---

In Re:

Stevens Worldwide Van Lines, Inc.

Claimant

---

)  
Claims Case No. 98080324

## CLAIMS APPEALS BOARD DECISION

### DIGEST

A carrier excepted by written rider to its receipt of a service member's shipment at a non-temporary storage (NTS) facility because, among other things, a specific item number (434) on the Descriptive Inventory was missing. The settlement certificate found that the carrier had properly excepted to its receipt on such a basis. On appeal, the service contends that the carrier identified an incorrect item number in its rider. When facts on the record confirm that the item identified by the carrier in its rider as missing (Item 434) was the same item that the service agrees was missing (Item 134), confusion over whether the proper inventory number was 434 or 134 does not defeat the carrier's recovery.

### DECISION

The United States Army Claims Service appeals the July 6, 1998, Settlement Certificate of the Defense Office of Hearings and Appeals (DOHA) in DOHA Claim No. 98043001. In the Settlement Certificate, our Office allowed Stevens Worldwide Van Lines, Inc. (Stevens) \$315 of the \$374 the Army had set off against it to recover for transit loss and damage to the household goods of a service member.<sup>(1)</sup> In this appeal, the Army requests that we overturn the finding of our adjudicators in the Settlement Certificate that there was no *prima facie* case of carrier liability with respect to Descriptive Inventory Item 134, a mirror carton with pictures (a \$315 loss) because Stevens had taken exception by rider to the delivery of this item as missing when it accepted the shipment from a non-temporary storage (NTS) facility .

### Background

The record shows that the service member's household goods were picked up in Spokane, Washington on February 10, 1993, and Stevens received them from the NTS facility on October 14, 1993. At the NTS facility, Stevens had made written exceptions to several items, including "434 mirror missing." The Army notes that there was no Item 434 on this 13-page Descriptive Inventory. The Army explains that the inventory was actually two separate inventories. The first inventory ended at page 10 with Item 292. The second part extended the Descriptive Inventory to page 13, and the Army contends that it ended with Item 168. The Army states that there were two "Item 134" entries. One, listed on page 5, describes garden equipment and is not in issue. A second one appears on page 12 and indicates "134, mirror CTN CP pictures." The Army also notes that on the Joint Statement of Loss or Damage at Delivery (DD Form 1840) on October 20, 1993, the service member noted that Item "134" a "mirror carton" with "misc. framed living room pictures" was missing. In filing her claim, the service member noted on the List of Property and Claims Analysis Chart (DD Form 1844) that the mirror carton containing miscellaneous framed living room pictures involved Item "134," but the member clearly distinguished between 100 series and 400 series items because she also claimed damages to Items "446" and "452."<sup>(2)</sup> The Army states that "it appears that there may have been another shipment delivered at the same time because the claimant lists numbers #452 and #446 as damaged." Thus, the Army contends that there is no basis for the conclusion drawn by Stevens and by our adjudicators that the Item 434 on the rider actually referred to the Army's Item 134.

## Discussion

We disagree with the Army; there is reasonable support for the finding that Item 434 on the rider referred to the Army's mirror carton Item 134. The adjudicators noted the close similarity in appearance between the numbers 134 and 434 and the commonality of the word "mirror" in both descriptions. Our examination also indicates that pages 11 through 13 of the Descriptive Inventory involved a total of 68 items, not 168. If the numbering at page 13 ended at "168," it was intended to begin at "100." The service member's name and serial number appears at the top of all 13 pages in the Descriptive Inventory, and the same lot number "3823" appears on all pages. The "at destination" date on all pages was October 14, 1993.

The differences between pages 1-10 and 11-13 are more telling, and they suggest that the intended numbering for pages 11 through 13 involved 400 series numbers, not 100 series numbers. At the top line of each page on the Descriptive Inventory, pages 1-10 involved "Tag Lot No. 3823, Tag Color White, Nos 1 - 292," while pages 11-13 involved "Tag Lot No. 3823, Tag Color White, Nos 401 - 468." Also, there is a close match in the article descriptions between the items identified in the rider with 400 series numbers and those found in pages 11-13 of the Descriptive Inventory. For example, Item 431 in Stevens' rider is an "outdoor crate;" the item the Army has identified as Item 131 in the Descriptive Inventory is an "outdoor cart." Item 435 in the rider is a "coffee table;" the Army's Item 135 on page 12 is the same. Item 410 in the rider was a "cushion;" the Army's Item 110 on page 11 was a "love seat cushion." Item 432 in the rider was a "table;" the Army's Item 132 on page 12 of the Descriptive Inventory was a "small marble table." The two items the service member had claimed with 400 series numbers (Items 446 and 452) also followed the same pattern. Our adjudicators had noted earlier that the edge of the original of the Descriptive Inventory pages were not completely included in the copies of the same pages. Accordingly, for the above reasons, our adjudicators had a well-founded basis for concluding that rider Item 434 was Item 134 on page 12 of the Descriptive Inventory, and therefore, there was no basis for concluding that the carton was delivered to Stevens by the NTS facility. Compare Allied Transcontinental Forwarding, Inc., B-270314, Feb. 16, 1996; this decision describes the confusion which may result when care is not used in preparing (or copying) the standard Descriptive Inventory form which requires someone to write in or type in all but the last digit in the inventory number.

## Conclusion

We affirm the Settlement Certificate.

Signed: Michael D. Hipple

Michael D. Hipple

Chairman, Claims Appeals Board

Signed: Christine M. Kopocis

Christine M. Kopocis

Member, Claims Appeals Board

Signed: Michael H. Leonard

Michael H. Leonard

Member, Claims Appeals Board

1. This matter involves Personal Property Government Bill of Lading (PPGBL) SP-297,829; Army Claim No. 96-171-0092 and Stevens claim 93-72960.
2. Apparently, the Army rejected the member's claim against it for the last two items because they were not on the inventory.

