



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

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B-178036

AUG 22 1973

James A. Polsinelli, Esq.
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Country Club Plaza
209 West 47th Street
Kansas City, Missouri 64112

Dear Sir:

We refer to your letter of June 18, 1973, transmitting the claim of Cartwright Van Lines for \$1,062.43 alleged to be due Cartwright as freight charges on a shipment of household goods that was transported from Zion, Illinois, to Cherry Hill, New Jersey, under Government bill of lading E-8845904. We must affirm the settlement of our Transportation and Claims Division dated June 1, 1973, certifying that no balance is due Cartwright from the United States in connection with this shipment as to which the transportation charges were already paid to Far-Go Van Lines.

Your letter of June 18, 1973, addresses itself to the waiver which accompanied the original GBL and voucher submitted to the Navy Finance Center for payment by Far-Go Van Lines. The waiver reflects that Cartwright waived and surrendered all of its rights to collect charges for the transportation covered by GBL E-8845904. You contend this waiver is fraudulent, due to the allegedly forged signature on the document of Mr. Thomas Cartwright, vice-president of Cartwright Van Lines, and thus payment to Far-Go was improper.

We do not believe that any significance need be attached to the waiver form, whether or not it is fraudulent, an allegation supported only by a self-serving affidavit of an official of the claimant. Other documentation in the record seems to make it clear that Far-Go was a proper billing carrier, since it was the line-haul carrier and appears to have been the last carrier, despite the Consignee's Certificate of Delivery which names Cartwright as the delivering carrier. As the delivering or last carrier, Far-Go was entitled to receive payment for the transportation service as provided by Condition 1 on the back of the Government bill of lading. Payment was made in accordance with the payment regulations in 4 CFR 52.28.

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Moreover, the waiver has no legal significance as between the parties to the bill of lading contract, whether or not it was properly executed. As the waiver form clearly reflects, a carrier which is designated as the last named carrier on the bill of lading, and which would otherwise be entitled to payment, may waive its right to collect freight charges to another carrier in order that that carrier may collect the transportation charges on behalf of all interested carriers. Such a waiver is for the benefit of the involved carriers and can in no wise increase the Government's contractual obligations.

In any event, it seems probable that Cartwright is not entitled to more than a small portion of the total revenue since Far-Go apparently did most, if not all, the hauling from Zion to Cherry Hill.

The weight certificate names Far-Go as the carrier of the shipment. The weight certificate was prepared in Highland Park, Illinois, which is only 22 miles from the origin of the shipment in Zion, Illinois. From all that appears, therefore, Far-Go apparently transported the shipment for the account of Cartwright although it is not clear just what contractual or agency arrangements might have been in effect between Cartwright and Far-Go. We do not have evidence of what settlement Cartwright had with Far-Go for the services performed by that carrier. Nor do we know what portion of the charges Cartwright can legally retain from Far-Go Van Lines, Inc., which company we understand now to be involved in a reorganization proceeding. Therefore, whether or not the waiver was fraudulently prepared or executed, there is no materially significant evidence that any other carrier was entitled to collect the applicable transportation charges. Further, there is nothing in the record to put the Government on notice that Far-Go was not the proper payee and the Government acted in good faith without notice of any defects in the record of the transaction.

In view of the factual contradictions in the present record and because of the possibility that upon resolution of the contradictions in a proper forum the United States will be found already to have paid the proper party, we do not feel justified in disturbing our settlement. See Longwell v. United States, 17 Ct. Cl. 233 (1891) and Charles v. United States, 19 Ct. Cl. 316 (1894). As was said in the Longwell case at page 291, it is the duty of the accounting officers to reject those claims "as to the validity of which they are in doubt."

Since the Government has already paid the carrier apparently legally entitled to the charges for this transportation service, there is no basis on this record for an additional payment to Cartwright Van Lines. The matter appears to be one for adjustment between the carriers involved.

Sincerely yours,

Paul G. Dembling
Acting Comptroller General
of the United States