

DECISION



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

FILE: B-213839

DATE: August 29, 1984

MATTER OF: Ryder Truck Lines

DIGEST:

In determining the cost of repair, a repair estimate, based upon an average repair cost for like items and computed by qualified personnel experienced in repairing similar property, is acceptable to establish the measure of damages. Allegation that repair estimate is unreasonable is denied where carrier has presented no evidence to support its claim.

Ryder Truck Lines (Ryder) appeals a settlement of our Claims Group (Claims) which disallowed Ryder's claim for refund of \$2,218.61. (Claims Group No. 2-2124416). The Department of the Air Force deducted this amount from bills otherwise due Ryder for damages to an aircraft dome or nose cone transported by Ryder under Government Bill of Lading No. 2-24207-H. Ryder does not deny responsibility for the damages. However, Ryder contends that the amount deducted does not reflect a reasonable repair cost for the item.

The nose cone consists of a fiberglass material and is of a one-piece molded construction. Upon receipt, the Air Force found the unit to be damaged; the fiberglass was fractured and the finish was cracked at one point. The item could not be repaired at the base and was sent to a repair facility for repairs. The Air Force states that the repair facility groups like items together and all of the items are repaired at a single negotiated price between the facility and the government. Separate cost records detailing the actual repair cost for each particular item are not maintained.

The Air Force indicates that the \$2,218.61 is an estimate for the cost of repairing the item damaged by Ryder and is based upon the average repair cost for a like item. The Air Force states that the estimate was computed by qualified personnel, aware of the extent of the visible damage, and based on cost records and/or experience with repairing this type of property.

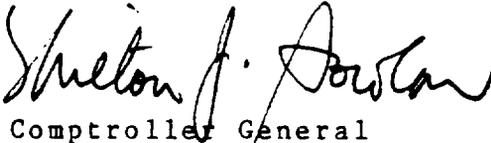
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Ryder contends that since the property was valued at \$2,741, a repair charge of \$2,218.61 is clearly unreasonable. Ryder argues that any repair claim exceeding 50 percent of the invoice value should be supported by a preponderance of the evidence and Ryder contends that the Air Force has not met this burden. Ryder requests that the amount deducted be amended to reflect a more reasonable repair cost.

As a general rule, where goods in the possession of a common carrier are damaged, the carrier is liable for the reasonable cost of repairs, where the property is not a total loss and the cost of repair is not out of proportion to the value of the property or does not exceed the value of the property before injury. Suddath Van Lines, Inc., B-189696, Jan. 6, 1978. We have recognized that in determining the cost of repairs, a paid bill of repair or an estimate of repair cost is acceptable in establishing the amount of the claim. See Suddath Van Lines, Inc., B-189696, supra; Allied Van Lines, Inc., B-182696, May 10, 1977.

Here, no evidence has been submitted which indicates that the cost of repair, by itself, constitutes an unreasonable charge. Although the Air Force does not have a paid bill of repair for the item, the estimate upon which the claim is based was computed by qualified personnel with experience with these types of repairs and was based on cost records of repairs of this type of property. Ryder has provided us with no basis to question the Air Force's repair estimate and, accordingly, we sustain the Claims Group's disallowance of the claim.

for 
Comptroller General
of the United States