



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 58 of 2020

BETWEEN:

David Barry Reid

Plaintiff

AND:

James Edward Melen

Defendant

To the Defendant

110 Walkers Law Firm
190 Elgin Avenue, George Town, Grand Cayman
KY1-9001 Cayman Islands



THIS PLAINT has been issued against your by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this 8 day of June 2020

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

See attached Titled: Particulars of Jeep Claim.

AND the Plaintiff claims:

- 1 The sum of CI \$ 5,076.-
- 2 Interest in the sum of \$ 472. calculated at the prescribed rate from July 23/18 to date. plus additional interest until this matter is settled.
- 3 Fixed costs of \$ 2,000.-, alternatively costs to be assessed. 2018

David Reid

Plaintiff's Signature

Plaintiff's address for service

110 Theresa Drive, George Town
Grand Cayman, KY1-1007 Cayman Islands

Particulars of JEEP Claim

1. On or around July 21, 2018, I, the Plaintiff, enquired via eCay Trade regarding a 1994 Jeep Wrangler (the "Jeep" or "Vehicle") for sale, owned by James Melen, the Defendant. I do not have a copy of that initial message, but it's clear that James replied below. I was in Canada at the time, visiting my parents.

2. James replied via e-mail on July 21-18 at 10:22am, stating the following: (see **Attachment A**)

"Hey Man – how's things?

Purchased it for 11,000 CI\$

I have since put around 15,000 CI\$ into it.

I'm selling it because I'm buying back my TVR Griffith.

And I can't justify having two toys and a Ducati – with baby number 5 on the way!!

So regrettably I'm selling.

Best Rig I have bought for a long time.

James"

3. I replied July 21-18 at 10:40am, making the following offer to James for his Jeep: (see **Attachment B**)

"Hi James,

I will take it if there shouldn't be lots of maintenance required, and will pay you whatever you will accept for it (is \$13,000 ok?).

I'm back in Cayman Monday afternoon, so we can finalize then.

Thanks, and congrats on expecting Baby #5, what a blessing!"

I believe the asking price for the Jeep in the advert was \$14,000, hence my offer of \$13,000. I had never driven the Jeep, nor been in the Jeep, and so was purchasing it based on James' statement about the condition of the vehicle, for reasons I explain below. Again, I was in Canada at the time, and so did not personally inspect the vehicle when I purchased it from him (offer and acceptance, etc).

4. James replied July 21-18 at 11:23am, stating the following: (see **Attachment B**)

"Hi David,

I have to say, that it's been a delight to own and **has never let me down. And if it's needed something it's had it.**

If we could split the difference at 13,500 you have a deal.

Let me know and I'm certainly around on Monday.

James"

5. James' comment above, (in **Attachment B**) that it "has never let me down" was untrue, as I later found out from Excite Motors, as they said the last time James brought the Jeep to them it arrived on a tow truck. When I subsequently asked James why he would say it had never let him down when it had to be towed to the repair shop, James replied "Well, I had it for 6 years".

Most relevant to the legal issues I believe, was James' reply that "And if it's needed something it's had it", which was also completely untrue, since as I explain below, the previous fall (November 2017), Excite Motors have confirmed to me they would have advised James of over CI\$4,000 in "required repairs", which are detailed further below, which repairs they have advised me would be required in order for the vehicle to pass safety inspection for licensing.

6. As fellow Rotarians in the same Rotary (Sunrise) Club for more than 5 years, we members agree to abide by, and actually recite together at the beginning of each meeting, Rotary's 4-Way Test, i.e., 1) is it the truth? 2) is it fair to all concerned? 3) will it build goodwill and better friendships? 4) will it be beneficial to all concerned? Based on James being a fellow member of Rotary, and as I am aware that James is a Partner of Walker's Law Firm (as noted on the footer of his e-mail at **Attachments D & F**, and note his e-mail address is Walkers Law Firm), I believed him when he said "if it's needed something it's had it" (**per Attachment B**). As a qualified lawyer, similar to myself being a qualified accountant, I know that James must adhere to the very high professional/ ethical standards of his profession, which include honesty and not doing anything in the community that would bring disrepute on the profession, as well as very high standards with his employer (obviously one of the largest/ major law firms in Cayman), which again, would include not doing anything in the community that would bring disrepute on Walkers Law Firm. I know from working with Ernst & Young for 14 years, these standards definitely extend to your conduct in the community. As noted, he conducted and concluded the transaction using his Walker's Law Firm e-mail address, until he asked me to change all future correspondence to his person e-mail (as noted by his personal e-mail address at **Attachment T**), once it

became clear to me he not been truthful about having completed all repairs the vehicle needed, as he said.

7. I messaged James on July 23-18, at 11:12am, stating the following: (see **Attachment C**)

"Hi James,

I'm delayed in the US today. Will you be at Rotary Wed? **I can give you a cheque** and we can go from there.

Tx, David"

As I stated, I committed to paying James for the vehicle as the next step in the purchase, so the offer of 13,500 had been accepted, and I was then simply arranging a time for payment.

8. James replied July 23-18 at 11:33am, stating the following: (**see Attachment D**)

"Hi David,

No Worries.

Yep - I'll be there.

Sounds good.

See you Wednesday - James"

Based on the above, offer and acceptance, including agreed price, I believe the agreement to purchase was concluded.

9. Before I had the chance to pay James, I asked him about the vehicle transfer, as copied below, so when James expected he could get the vehicle transfer signed off, which you obviously do when you sell a vehicle to someone, not before, which is further evidence the agreement of purchase and sale was concluded. (See **Attachment E**)

"Hey James,

Just checking in to see when you expect to be able to get the vehicle transfer signed off?

Tx, David"

10. I e-mailed James Aug 3-18 at 10:15am and stated the following: (**Attachment F**)

"Hi James,

I have to drop the Camaro at the GM dealer by the airport at 10am. I could taxi to your office to pick up the Jeep at about 10:30-10:45 if that works?"

James replied:

"Hi David,

Sounds good buddy.

Just give me a call.

James"

11. To add context, when I purchased the above referenced 2010 Camaro from Cayman Automotive Leasing & Sales the year before, though it had only 10,000 km and was a much newer vehicle, I had it inspected by the authorized Chevrolet Dealer Advanced Automotive, as noted by the Inspection results from Advanced Automotive (**see Attachment G**). When purchasing the Camaro, I did not know the seller and so had no basis to rely on the seller in relation to the condition of the vehicle, unlike the purchase of the Jeep from James.

12. I met James at his office the morning of Aug 3-18, around 10:30am, and gave him a cheque before driving the Vehicle (away). I had already committed to purchasing the vehicle based on James warranty of fitness, and did not drive the vehicle before I paid him, because as above, I had already purchased the vehicle.

In later correspondence with James, he stated that I drove the vehicle before purchasing it, which is also not true. As noted, I was in Canada at the time we exchanged e-mails to conclude the agreement of purchase and sale.

13. Regarding the condition of the Jeep, the only specific issue or concern James stated when I met him to collect the Jeep was that he said the brakes were low. James did not advise of any other issues or concerns with the Vehicle. James also (again stated), "it has never let me down", which is not true, just as when he had also said this in his e-mail of July 21, 2018 (**see Attachment B**), since as noted above, Excite Motors advised me the Jeep had been delivered to them on a tow truck on no occasion as it was not running.

After paying James for the Jeep, I drove the Vehicle away. The only issue noticeably wrong with the Jeep while driving it was that the brakes were low. Since the Jeep is a

1984 and has a 6" lift kit and 38" tires, plus a 350 V8 engine, the Vehicle drives and rides quite "rough". As I did not know the vehicle, and I am obviously not a mechanic, I was not aware of the problems that I was about to find out about, which is very concerning, since I was driving a vehicle that I was advised by two dealers was not safe on the road (yet as I will note, had somehow been safety inspected, knowing it was not safe to drive, either for me or others on the road, a very scary situation to allow).

13.1 A month after buying the Vehicle, on September 17, 2018, I asked James where he had the Jeep serviced, as I was planning to have the brakes fixed (See **Attachment H**). James replied "Dave at Excite Motors knows all about her" (See **Attachment H1**).

13.2 The following month, on October 30, 2018, I asked James about the best place for vehicle repairs, for my other vehicles as well. James responded (see **Attachment I**) "Excite for sure. Yes: reasonable and trustworthy. Car City are professional thieves in my opinion. Speak with Dave O'D (Irish guy), David P (owner) or Anna and they will look after you. They know my keep as you know, and they work on my TVR... James."

14. After driving the Jeep for less than 3 months, on October 18, 2018, I decided to take the Vehicle to Arch Automotive (Certified Audi & VW Sales & Service Dealer), to have the brakes fixed, as they were getting lower and it could be dangerous to drive (see **Attachment J**). I had never had any previous involvement with Excite Motors, and chose to take the vehicle to Arch Automotive who I have used before. As the Jeep has no air conditioning, and it was late summer, I hardly drove the Jeep, as I would usually drive another vehicle that I own that has air conditioning. I work from home and so do not drive a vehicle to work. I estimate I drove the Jeep a half dozen times. I would use the Jeep if I took my 2 dogs to the beach (approx. once a month).

15. The Jeep remained at Arch Automotive for a number of months as Arch advised that certain parts could not be found to repair the brakes and so parts had to be fabricated, after the available parts had arrived (see **Attachment K**). I repeatedly followed up with Arch to have the Jeep repaired as soon as possible, usually by phone, but also by e-mail (see **Attachment L**). As can be seen from the correspondence with Arch Automotive, the length of time taken to have the brakes repaired was beyond my control, and mainly due to having to fabricate parts needed.

16. Upon completion of the brake repairs, Arch advised me that the Jeep was not safe to drive as it required major repairs to the suspension. I asked them to provide a list of the required repairs ("**Arch Automotive Required Repairs**"), which they provided on April 30-19 (see **Attachment M**).

17. I advised James of the **Arch Automotive Required Repairs** when I saw him at the next weekly Rotary meeting, and subsequently forwarded the Required Repairs list to James by e-mail (see **Attachment N & N1**). James said that he was not aware of any repairs being required for the Vehicle.

18. On May 7, 2019 I forwarded the **Arch Automotive Required Repairs** list to Excite Motors who James advised had last worked on the vehicle (see **Attachment O**).

19. On May 16, 2019 Excite Motors provided an estimate to fix the **Arch Automotive Required Repairs** (see **Attachment P**), I sent to James by e-mail (see **Attachment Q**).

20. I went to Excite Motors on or about May 24, 2019 to discuss the **Arch Automotive Required Repairs**, and at that time, I asked the Owner of Excite Motors, Dave Palmeri, how James could drive the vehicle without doing the **Arch Automotive Required Repairs**. Mr. Palmeri said that James seems to have a very high tolerance for such things, noting that neither the Jeep nor his previous sports car that he has recently repurchased, had any air conditioning, yet he drove them as his primary vehicle year round.

21. The Owner, Mr. Palmeri, stated he would provide me the Vehicle history from his files, which he sent to me on May 28-19 (see **Attachment R**), which he refers to in his e-mail as "scans of hard copies of recommended repairs", which documents were dated **November 14, 2017** (i.e., the calendar year before I purchased the vehicle from James). When I discussed this with James, he continued stating he had no knowledge of the Required Repairs. I forwarded this Vehicle history to James (see **Attachment S**).

22. On Friday June 28-19 I went to Excite Motors again to and speak with the Owner, Mr. Palmeri, about the Vehicle having come into their garage in November 2017, to determine if James was aware of the Required Repairs. Mr. Palmeri explained to me

that when they provided the service to James Jeep, the following steps, which are the standard procedures for them, would have been followed:

- a) the Mechanic inspects the vehicle identifying recommended repairs ("**Excite Motors Recommended Repairs**"), on a check sheet (**Attachment R1**).
- b) the Service Supervisor writes up the parts and labor required for the recommended repairs (**Attachment R2**), and then calls the customer to discuss the recommended repairs **before any work is performed**.
- c) the customer authorizes the repairs they want performed.

23. Mr. Palmeri also stated that he assumes the items that are marked with a "DOT" beside them on their required repair summary (see **Attachment R2**), are those particular repairs that James authorized them to make during their call, since it appeared that only those repairs were completed, and none of the others. I forwarded the **Excite Motors Recommended Repairs** list to James (see **Attachment S**), and he denied any knowledge of the **Excite Motors Recommended Repairs**.

24. I confirmed the above steps with Mr. Palmeri, the Owner, in writing by e-mail dated June 30, 2019 (see **Attachment T**), and forwarded details of my conversation with Mr. Palmeri to James (see **Attachment T1**) so he could see that it was clear that Excite Motors had called him to discuss the **Excite Motors Recommended Repairs**, after he had previously messaged me stating he talked to Excite Motors and takes no responsibility for the repairs (see **Attachment T2 & 3**).

25. To be clear, the Owner of Excite Motors, specifically that before any repairs are done to a vehicle that has been inspected, the Service Supervisor calls the customer to discuss the recommended repairs, which the Service Supervisor has summarized in writing, before the call, as a result of the mechanic's findings from the inspection. It is also clear evidence that James had that discussion, as it can be seen that the Service Manager had "marked" only those items that were in fact repaired. As noted above, the Owner of Excite Motors had previously referred to James' "high tolerance" in relation to the condition of vehicles he will drive, in direct response to my question about how James could have continued to drive the vehicle without doing the **Excite Motors Recommended Repairs** (aside from selling it to me saying any work that was needed had been done).

26. It should be highlighted that the vehicle was inspected since the Excite Motors Required Repairs were identified in November 2017, which could not have been done legally, as both Arch Automotive and Excite Motors stated the vehicle would absolutely

not pass inspection without the Required Repairs being done, as it was not roadworthy and would be very dangerous to drive.

27. In Summary:

a) it appears clear that the Service Manager of Excite Motors called James to discuss the **Excite Motors Recommended Repairs**,

b) James specifically chose the few items that were in fact repaired, therefore choosing not to have most of the "**Excite Motors Recommended Repairs**" completed, and

c) James provided me an express warranty of fitness, despite there being major required repairs (the **Excite Motors Recommended Repairs**), and has since denied knowledge of the Excite Motors Required Repairs.

28. James has repeatedly refused to accept any legal or moral responsibility in relation to the Recommended/ Required Repairs, though saying at one point that he would be willing to consider making a contribution to the cost of the Required Repairs, but has never done so.

29. I've taken independent legal advice on the matter, and am advised the situation is as follows (which I have outlined to James):

- we entered into a contract of sale and purchase for James' 1994 Jeep Wrangler (the "Vehicle") in writing.
- One of the express warranties James gave as part of the agreement, as above, was in response to my direct question/ statement, "I will take it if there shouldn't be lots of maintenance required", to which James responded "...if it's needed something, it's had it". James' reply led me to believe that if the vehicle needed repairs, James had done them. However, that is clearly not the case based on the **Excite Motors Recommended Repairs** that were advised to James before he sold me the vehicle (and subsequently confirmed by the **Arch Automotive Required Repairs**), which repairs both stated were required in order for the vehicle to be safe to drive, and to pass inspection for licensing.
- I can only assume that the vehicle inspection that James obtained for the vehicle was not done "properly". He somehow obtained an inspection and licensing of the vehicle, with required repairs that two service centers said must be done before the vehicle will pass inspection and be safe to drive? roadworthy, and then sold me the vehicle on the basis it had passed inspection

on the prior inspection date (while stating that any required repairs had been done).

- The sale by James, is a clear breach of James' express written warranty in the sale and purchase agreement that "if it's needed something, it's had it", and the false inspection would appear to be a clear misrepresentation at a minimum, if not worse as I can only assume it was obtained illegally.

30. The quote from Excite Motors (and related bill for inspection, etc.), for the repairs that were recommended for the Jeep but not completed (see **Attachment P**), where they stated "the following parts are "defective or not working", and after which they list the 11 items, before the individual items quotations, they say "Quotation to fix recommendation", have been summarized in a spreadsheet I prepared, which required repairs total CI\$ 4,230 (see **Attachment U**). As I confirmed with the Owner of Excite Motors "I also understand that other problems can only be identified once the work is started on the vehicle, like you said". Therefore, the damages will exceed the estimated cost of the repairs. (as noted at 2nd paragraph in **Attachment T**). Based on Mr. Palmeri's (Owner of Excite Motors) advice, that other problems would be identified once the work is started on the vehicle, I have estimated the cost to repair assuming an additional 20% expense for unidentified problems that would be identified once the work started. Given that the vehicle is a 1994, as Mr Palmeri pointed out when we had this conversation, 20% additional is likely very conservative. **Therefore, I claim the estimated cost of repairs CI\$ 4,230 * 120% = CI\$ 5,076.** I still have the Jeep. I have not completed repairs on it, nor have I been able to sell it, being honest with potential buyers about the required repairs.

31. I have asked James to pay for the **Excite Motors Recommended Repairs**, and he has refused, stating that the relevant law in the situation is "Caveat Emptor - Buyer Beware", stating he has no responsibility or liability for the **Excite Motors Recommended Repairs**, which he continues to deny any knowledge of. He stated he is a Partner in Walkers Law Firm and that is the law, which he said he had checked with his colleagues.

33. It appears certain to me that James knowingly did not tell the truth (multiple times), in addition to having obtained an illegal/ false inspection, for the purpose of inducing me to enter into the transaction, and I believe that is a clear breach of contract, and so believe James should pay for the estimated cost of the **Excite Motors Required Repairs**, which as above, is estimated at **CI\$ 5,076.**

34. As an aside, James has threatened to sue me for damages if I tell anyone about the situation, on the basis that it was a private transaction. I would like to know from the court if with such a transaction, I am bound by confidentiality, based on James' threat that I take very seriously?

6/20/2019

Jeep - davidreidcayman@gmail.com - Gn

A

Jeep Inbox

James Melen <james.melen@walkersglobal.com> Sat, Jul 21, 2018, 10:22 AM

to me

Hey man - how's things?

Purchased it for 11,000 Cl\$.

I have since put around 15,000 Cl\$ into it.

I'm selling it because I'm buying back my TVR Griffith.

And I can't justify having two toys and a Ducati - with baby number 5 on the way!!

So regrettably I'm selling.

Best rig I have bought for a long time.

James

Sent from my iPhone

A

11/22/2019

Re: Jeep - davidreidcayman@gmail.com - C

Sat, Jul 21, 2018, 10:40 AM

David Reid <davidreidcayman@gmail.com>

to James

Hi James,

I will take it if there shouldn't be lots of maintenance required, and will pay you whatever you will accept for it (is \$13,000 ok?).

Sat, Jul 21, 2018, 11:23 AM

James Meien <james.meien@walkersjobai.com>

to me

Hi David

I have to say, that it's been a delight to own and has never let me down. And if it's needed something it's had it.

If we could split the difference at 13,500 you have a deal.

B

6/20/2019

Jeep - davidreidcayman@gmail.com - Gmail

David Reid <davidreidcayman@gmail.com>
to James

Jul 23, 2018, 11:12 AM

Hi James,

I'm delayed in the US today. Will you be at rotary Wed? I can give you a cheque and we can go from there.

Tx, David

6/20/2019

Jeep - davidreidcayman@gmail.com - Gn

James Meilen <james.meilen@walkersglobal.com>

Jul 23, 2018, 11:33 AM

to me

Hi David,

No worries.

Yep - I'll be there.

Sounds good.

See you Wednesday - James

James Meilen
Partner

D

(E)



David Reid <davidreidcayman@gmail.com>

Jeep transfer...

1 message

David Reid <davidreidcayman@gmail.com>
To: James Melen <James.melen@walkersglobal.com>

Thu, Aug 2, 2018 at 5:52 PM

Hey James,
Just checking in to see when you expect to be able to get the vehicle transfer signed off?

Tx, David

E



David Reid <davidreidcayman@gmail.com>

Around 10:45?

2 messages

David Reid <davidreidcayman@gmail.com>
To: James Melen <James.melen@walkersglobal.com>

Fri, Aug 3, 2018 at 10:15 AM

Hi James,

I have to drop the Camaro at the GM dealer by the airport at 10am. I could taxi to your office to pick up the Jeep at about 10:30-10:45 if that works?

David

James Melen <james.melen@walkersglobal.com>
To: David Reid <davidreidcayman@gmail.com>

Fri, Aug 3, 2018 at 10:17 AM

Hi David,

Sounds good buddy.

Just give me a call.

James

James Melen
Partner

WALKERS

T +1 345 814 4621 | M +1 345 525 4521 | E james.melen@walkersglobal.com

Bermuda* | British Virgin Islands | Cayman Islands | Dubai | Guernsey | Hong Kong | Ireland | Jersey | London | Singapore

[Quoted text hidden]

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Advance Automotive Ltd.
PO Box 2034
Grand Cayman, . KY-1105
Phone: 345-945-9191 Fax: 345-945-9192

INVOICE

104971

INVOICE

Date: 12/06/2019

Smith, Matthew

2010 Chevrolet - Camaro LS- 3.6L, V6 (217CI) VIN(M)

Lic #: 187 199

Odometer In : 14287

Home 345-922-6656

VIN #: 2G1FT1EW5 A9139691

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
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Shop Supplies

3.50

perform pre-sale inspection

100.00

Inspected vehicle, interior condition good, inspected radio controls and operations checked cluster and steering wheel button functions good, inspected engine room and condition few modifications and after market upgrades found, engine appears to still be in good condition, ac cooling just doesn't feel completely cold, fluids in decent condition, cabin filter dirty, brakes in good condition, tires in good condition, all exterior lights operating properly, a few paint chips clear coat swirls, no repair history found not sure how consistent maintenance has been previously, vehicle still in great condition, further inspection found drivers door trunk switch not working, sunroof fully operational, windows all switches work, locks working good drive belts in good condition no oil leaks, no fluid leaks but power steering fluid level low

Note: based on currently mileage, year and condition of vehicle, the estimated market value is \$18,700 KYD.

[Recommendations]

Check drivers door trunk switch not working

Org. Estimate 103.50 Revisions 0.00 Current Estimate 103.50

Labor:	100.00
Parts:	3.50
SubTotal:	103.50
Tax:	0.00
Total:	103.50
Bal Due:	\$103.50

[Payments -]

OPEN MON-FRI, 8.00AM - 5.00PM/SAT 8:30AM-1:30PM

Vehicle Received: 12/6/2019

Customer Number : 31975

We give a warranty on Parts and labor for 3 months or 3,000 miles whichever come first. Warranty work has to be performed in our shop and cannot exceed the original cost of repair. Bills are payable within 30 days of the date of invoice. If payment is not received within 30 days a minimum late fee of C\$2.50 or 18% apr will be applied to your outstanding amount.

THANK YOU FOR YOUR BUSINESS

Customer name _____ print name

Signature _____ Date _____

Visit us on the web : www.advancechevrolet.com

6/20/2019

Jeep - davidreidcayman@gmail.com - Gn

David Reid <davidreidcayman@gmail.com>
to James

Hi James,
Hope all is well.

Where was it that you had the Jeep worked on and serviced again?

Thanks,
David

Mon, Sep 17, 2018, 1:51 PM

myld
Guides after + service

H

6/20/2019

Jeep - davidreidbayman@gmail.com - Gn

James Melen <james.melen@walkersglobal.com>
to me

Sep 17, 2018, 2:05 PM

Hey mate - good you too I hope!

Dave at Excite Motors knows all about her!

James

Sent from my iPhone

Hi



David Reid <davidreidcayman@gmail.com>

Excite Motors

3 messages

David Reid <davidreidcayman@gmail.com>

To: James Melen <James.melen@walkersglobal.com>

Tue, Oct 30, 2018 at 11:54 AM

Hi James,
 Hope everything is well with you. Quick question:

I am getting work done on my Jeep, and car, and wondered if I would be better to take them to Excite Motors, or somewhere else even, Car City seems such rip-off. Do you know that the guys at Excite Motors are reasonable with their charges, and trustworthy?

Thanks,
 David

James Melen <james.melen@walkersglobal.com>

To: David Reid <davidreidcayman@gmail.com>

Tue, Oct 30, 2018 at 12:00 PM

Hi David

Good buddy - for you too I hope.

Excite for sure.

Yes: reasonable and trustworthy.

Car City are professional thieves in my opinion.

Speak with Dave O'D (Irish guy), Dave P (owner) or Anna and they will look after you.

They know my jeep as you know and they work on my TVR as well as loads of other performance orientated / custom cars, jeeps, trucks.

James

Sent from my iPhone

On 30 Oct 2018, at 10:54 AM, David Reid <davidreidcayman@gmail.com> wrote:

[this message is from an external sender]

[Quoted text hidden]

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David Reid <davidreidcayman@gmail.com>

Tue, Oct 30, 2018 at 12:17 PM

<https://mail.google.com/mail/u/0?ik=3cf01783c0&view=pt&search=all&permthld=thread-a%3Ar-6935049848096858593&siml=msg-a%3Ar146701727...> 1/2

8/15/2019

Gmail - Excite Motors

To: James Melen <james.melen@walkersglobal.com>

Thanks very much James, will contact them.

See you soon.
[Quoted text hidden]

A handwritten mark consisting of the letters 'I' and '1' inside a hand-drawn circle.

ARCH AUTOMOTIVE

OWNED AND OPERATED BY A PROUD GOODYEAR INDEPENDENT DEALER
 15 PORTLAND RD, PO BOX 10402 APO
 GRAND CAYMAN, 00 11004
 (345)949-8221



INVOICE
080807

PAGE: 01

10/15/18 03/26/19
 08:56 AM 04:48 PM
 TERR: 7232
 NONSIG: 431482

Swed. Cars - Jeep check - in date Arch

BILL TO: DAVID REID
 PO BOX 31077
 KY1-1205
 GRAND CAYMAN, KY 11205

PHONE 1..... (345)916-5487 EXT.
 PHONE 2.....
 DATE REQUESTED 10/15/18
 TIME REQUESTED
 RETURN PARTS.. NO
 SALESMAN..... 018 / 197
 PRIOR INVOICE. 076332

VEH YEAR/MAKE, 94 JEEP TRUCK
 VEHICLE MODEL, WRANGLER
 VEHICLE COLOR, RED
 LICENSE/STATE,
 ODOMETR IN/OUT 000000 / 0
 VEHICLE ID #.. 1J4FY19P3RP405986

ACCOUNT # COB TC CUST# TYPE/STATE AUTHORIZATION CREDIT CARD NO.
 723203005 T 01 03003 0 GC 538796 0854

SLX	TECH	PRODUCT CODE	BC	QTY	DESCRIPTION	PARTS	LAB/EXCISE	LINE TOTAL
018	018	046-100	R	1	CUSTOMERS REQUEST; CHECK FOR OVERHEATING	.00	.00	.00
018	018	046-100	R	1	COOLANT WAS ADDED	.00	.00	.00
018	018	046-100	R	1	CHECK BRAKES	.00	.00	.00
018	018	046-100	R	1	CHECK ON KEY	.00	.00	.00
318		299 299-000-200-0	R	1	LICENSE FEE CHECK WAS SHORT	20.00	.00	20.00
018		219	R	1	BRAKE BOOSTER AND MASTER CYLINDER	347.00	.00	347.00
018	018	093-272	R	1	PROPORTION VALVE	180.00	.00	180.00
018	018	093-272	R	1	BRAKE LINES	25.00	.00	25.00
018	018	046-100	R	1	CUST ADVISED JEEP UNSAFE	.00	.00	.00

IF YOU ARE NOT 100% SATISFIED WITH OUR SERVICE PLEASE CALL CRAIG 949-8221

X

 CUSTOMER AUTHORIZATION FOR TOTAL

CHARGED AMOUNT 572.00
 TAXABLE AMOUNT .00

INVOICE TOTAL \$572.00

PARTS TOTAL..... 572.00
 LABOR TOTAL..... .00
 SUB TOTAL..... 572.00
 SALES TAX..... .00

**SEE REVERSE SIDE FOR IMPORTANT SAFETY
 WARNING AND WARRANTY INFORMATION**





David Reid <davidreidcayman@gmail.com>

Arch AS

Re: Jeep

6 messages

Arch Automotive After Sales <archautomotive@gmail.com>
To: David Reid <davidreidcayman@gmail.com>

Fri, Oct 19, 2018 at 9:02 AM

Good morning David

Just to give you an update. I had to order the brake booster and master cylinder for the jeep. It also needs all the lines attached to the cylinder. These parts are not available from Jeep so I ordered aftermarket. The lines however are not available at all. Discontinued. So when the new parts arrive we will have to have them made. Parts at this time are around \$275-\$300.00. Not sure how much they will charge to have the lines made.

Thank you
Bonnie
Arch Automotive

Advancing brake parts -

David Reid <davidreidcayman@gmail.com>
To: Arch Automotive After Sales <archautomotive@gmail.com>

Fri, Oct 19, 2018 at 10:33 PM

Ok thanks Bonnie.
[Quoted text hidden]

David Reid <davidreidcayman@gmail.com>

Thu, Jun 20, 2019 at 2:16 PM

To: Arch Automotive After Sales <archautomotive@gmail.com>, Arch Automotive <archauto@archauto.ky>
Cc: jkmelen5@gmail.com

Hi Bonnie,

Can you please advise on three issues in relation to the Orange Jeep Wrangler referenced below, and please also copy James, who is copied on this e-mail, on your reply.

The issues are as follows:

- 1) The date I brought the Jeep to you for repairs to the brakes, and also the mileage when it came in if you have that information, and
- 2) The date you advised me the Jeep was not roadworthy and needed major repairs to the suspension (which you went on to list later, etc.), and
- 3) The date I collected the Jeep.

Thank-you,
David
[Quoted text hidden]

Arch Automotive After Sales <archautomotive@gmail.com>
To: David Reid <davidreidcayman@gmail.com>

Fri, Jun 21, 2019 at 11:41 AM

Good morning David
Just checking in the history I will get back to you as soon as I can.

Thank you
Bonnie/Chip
Arch Automotive

[Quoted text hidden]

K

8/17/2019

Gmail - Re: Jeep

David Reid <davidreidcayman@gmail.com>
To: Arch Automotive After Sales <archautomotive@gmail.com>

Fri, Jun 21, 2019 at 11:49 AM

Thank-you!
[Quoted text hidden]

David Reid <davidreidcayman@gmail.com>
To: Arch Automotive After Sales <archautomotive@gmail.com>

Mon, Jun 24, 2019 at 9:07 AM

Good morning Bonnie/ Chip,
Could you please try to get me this information today?

Thanks,
David
[Quoted text hidden]

K1



David Reid <davidreidcayman@gmail.com>

Status of Jeep brakes

4 messages

David Reid <davidreidcayman@gmail.com>

Tue, Jan 15, 2019 at 2:28 PM

To: Arch Automotive After Sales <archautomotive@gmail.com>

Hi Bonnie,
Can you update me?

Tx, David

Arch Automotive After Sales <archautomotive@gmail.com>

Fri, Jan 18, 2019 at 7:40 AM

To: David Reid <davidreidcayman@gmail.com>

Hey David
Bonnie has been out sick for a week. I'm not sure about the parts. Will try to find out .
Thank you
Bonnie/Chip
Arch Automotive

[Quoted text hidden]

David Reid <davidreidcayman@gmail.com>

Wed, Jan 23, 2019 at 3:30 PM

To: Arch Automotive After Sales <archautomotive@gmail.com>

Hi Chip,
Any luck?

Tx, David

[Quoted text hidden]

David Reid <davidreidcayman@gmail.com>

Mon, Jan 28, 2019 at 12:17 PM

To: Arch Automotive After Sales <archautomotive@gmail.com>

Following up...

[Quoted text hidden]

L

Other car

Jeep status? Please...

Inbox

David Reid <davidreidcayman@gmail.com>
to Arch, Arch

Wed, Apr 17, 10:57 AM

Hi Bonnie,

Still waiting on the list of issues requiring addressing on the Jeep. This is getting very urgent, as mentioned I want to sell it and this is holding everything up.

Can you also tell me if it's drivable.

Thanks,
David



Arch Automotive After Sales <archautomotive@gmail.com> Wed, Apr 17, 11:20 AM
to me

Good morning David

I was hoping to have a list for you on what is going on with the Jeep. I know it has been here for quite some time. With the fuel leak it appears to have been repaired in the past. I have the technician looking at it for us. Sorry I wanted to have everything settled by Monday for you. Problem is I only have 1 tech at this time and it is a little difficult. I know this is not your concern but I have always done my best for you. I will try to have something together for you as soon as I can.

Thank you
Bonnie

David Reid <davidreidcayman@gmail.com>
to Arch

Wed, Apr 17, 11:21 AM

Thanks Bonnie for the quick reply.

4

7/5/2018

Re:Jeep - davidreidcayman@gmail.com - Gmail

Arch Automotive After Sales <archautomotive@gmail.com>
to me

Tue, Apr 30, 10:24 AM

Good morning David

See the following list for the parts needed

- 2 stablizer link kits
- 1 drag link
- 1 centre link
- 1 tie rod
- 2 shock bushings
- 2 stabilizer rubbers
- 2 front spring bushings
- 2 rt side upper & lower ball joints
- 1 lt side upper
- 1 diff housing to body support rod bushing

Thank you
Bonnie



Re: Jeep
35 messages

Arch Automotive After Sales <archautomotive@gmail.com>
To: David Reid <davidreidcayman@gmail.com>

Tue, Apr 30, 2019 at 9:23 AM

Good morning David

See the following list for the parts needed

- 2 stabilizer link kits
- 1 drag link
- 1 centre link
- 1 tie rod
- 2 shock bushings
- 2 stabilizer rubbers
- 2 front spring bushings
- 2 rt side upper & lower ball joints
- 1 lt side upper
- 1 diff housing to body support rod bushing

Thank you
Bonnie
Arch Automotive

David Reid <davidreidcayman@gmail.com>
To: Arch Automotive After Sales <archautomotive@gmail.com>

Tue, Apr 30, 2019 at 9:48 AM

Thanks Bonnie. Can you please provide an estimate for this, and how long will that take to prepare?

David
[Quoted text hidden]

David Reid <davidreidcayman@gmail.com>
To: kd@excitemotors.com

Tue, May 7, 2019 at 10:26 AM

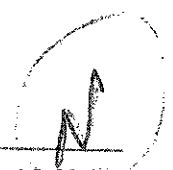
Hi Komal,
Please see below the list of items Arch Automotive indicated they believed were required for the Jeep Wrangler.

I dropped it off to them just to fix the brakes. I had purchased the Jeep from James Melan believing everything was working fine, and I only drove it a few miles before taking it to Arch Automotive. He said you had done the work on it.

Can you tell me what you believe it needs to be roadworthy.

Thanks,
David

[Quoted text hidden]



David Reid <davidreidcayman@gmail.com>

Wed, May 8, 2019 at 8:29 AM

To: James Melen <James.melen@walkersglobal.com>
Cc: kd@excitemotors.com

Hi James,
Further to our chat this morning, please see below list of items that Audi advise the Jeep needs to be road-worthy. What do you think?

I only drove it for a few weeks after I bought it from you before the brakes gave out, probably less than 100km, and it sat at Audi all this time waiting for brake repairs(lines to be fabricated, etc.), then gas tank re-repaired.

Thanks,
David

[Quoted text hidden]

Mail Delivery Subsystem <mailer-daemon@googlemail.com>
To: davidreidcayman@gmail.com

Wed, May 8, 2019 at 11:42 AM



Delivery incomplete

There was a temporary problem delivering your message to **kd@excitemotors.com**. Gmail will retry for 46 more hours. You'll be notified if the delivery fails permanently.

[LEARN MORE](#)

The response was:

The recipient server did not accept our requests to connect. Learn more at <https://support.google.com/mail/answer/7720> [excitemotors.com 172.252.98.199: timed out]

Final-Recipient: rfc822; kd@excitemotors.com

Action: delayed

Status: 4.4.1

Diagnostic-Code: smtp; The recipient server did not accept our requests to connect. Learn more at <https://support.google.com/mail/answer/7720>

[excitemotors.com 172.252.98.199: timed out]

Last-Attempt-Date: Wed, 08 May 2019 09:42:00 -0700 (PDT)

Will-Retry-Until: Fri, 10 May 2019 08:27:05 -0700 (PDT)

----- Forwarded message -----

From: David Reid <davidreidcayman@gmail.com>

N1

Forwarded message

From: Arch Automotive After Sales <archautomotive@gmail.com>
Date: Tue, Apr 30, 2019 at 9:24 AM
Subject: Re: Jeep
To: David Reid <davidreidcayman@gmail.com>

Good morning David

See the following list for the parts needed

2 stabilizer link kits

1 drag link

1 centre link

1 tie rod

2 shock bushings

2 stabilizer rubbers

2 front spring bushings

2 rt side upper & lower ball joints

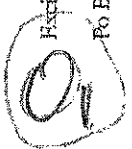
1 lt side upper

1 diff housing to body support rod bushing

Thank you

Bonnie

Arch Automotive



Excite Motors Ltd.

Po Box 10675 KY1-1006

Cayman Islands

8/17/2019

Gmail - jeep checkover history

To: 'David Reid' <davidreidcayman@gmail.com>
Subject: RE: Jeep

*Hi David,
The Jeep is drivable but please note the horn and wipers not working.
Steering and suspension parts need to be replaced but can be done at another time*

Hi David,

The Jeep is drivable but please note the horn and wipers not working.

Steering and suspension parts need to be replaced but can be done at another time

From: David Reid [mailto:davidreidcayman@gmail.com]
Sent: Thursday, May 16, 2019 8:25 AM
To: kd@excitemotors.ky
Subject: Re: Jeep

Hi Komal,

Received.

So the Jeep is drivable now?

Or does everything mentioned below need to be done now?

Thanks,

David

David

On Thu, May 16, 2019 at 10:59 AM <kd@excitemotors.ky> wrote:

Hi David,

8/17/2019

Gmail - jeep checkover history

Labor \$480

Upper and lower ball joints

Parts \$400

Labor \$440

Front sway bar links and bushing

Parts \$125

Labor \$160

Strut bushing and leaf spring bushings

Labor \$790

Labor \$400

Diagnose headlight issues

Labor \$240 (estimated)

Diagnose wiper and washer issues

Labor \$240 (estimated)

Diagnose horn

Labor \$160

Excite Motors Ltd
 PO Box 10675 101 Barnes Drive
 George Town, Grand Cayman. KY1-1006
 Phone: 345-946-0795 Fax: 345-946-0795

INVOICE

13231

Org. Est. # 026182

INVOICE

Reid, David

Date: 05/16/2019

1994 Jeep - Wrangler S - 2.5L, In-Line4 (150CI) VIN(P)

Lic #: 83122

Odometer In : 9961

Home 345-916-5487

VIN#: 1J4FY19P3 RP405986

Part Description / Number	Qty	Sale	Ext	Labor Description	Ext
TOW VEHICLE FROM ARCH AUTOMOTIVE TOW	1.00	65.00	65.00	Check steering and suspension- Customer was told by ARCH Jeep need steering and suspension parts	72.00
BRAIDED FUEL LINE FUEL LINE Shop Supplies	1.00	125.00	125.00	Lift vehicle to check steering and suspension - Upper and lower ball joints with play - Tie rod end boots damage - Front sway bar links and bushing bad - Front shocks upper bushing bad/damage - Hand brake not operating/holding - Front U- joint right side sign of seized - Track bar bracket at axle move - High beam headlight not working - Horn not working - Washer/wiper system not operating	104.00
			5.00	Check for fuel leaks Fuel leak at pressure regulator braided line. Remove and replace with new line. Recheck for leaks- no leaks	

Org. Estimate 371.00 Revisions 0.00 Current Estimate 371.00

Labor:	176.00
Parts:	195.00
SubTotal:	371.00
Tax:	0.00
Total:	371.00
Bal Due:	\$371.00

Customer Number : 2342

(Payments -)
 Vehicle Received: 5/16/2019

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection. Warranty on parts and labour is 90 days, unless otherwise noted. Warranty work must be performed by Excite Motors Ltd & cannot exceed the original cost of repair.

Signature _____

Date _____

14

Kind regards

Komal

From: David Reid [mailto:davidreidcayman@gmail.com]
Sent: Wednesday, May 08, 2019 11:30 AM
To: kd@excitemotors.ky
Subject: Fwd: Jeep

Resending, sorry I got your e-mail address wrong... Could you please confirm receipt,

[Quoted text hidden]

 **REID.pdf**
12K

David Reid <davidreidcayman@gmail.com>
 To: kd@excitemotors.ky

Thu, May 16, 2019 at 12:25 PM

Hi Komal,
 Received.

So the Jeep is driveable now?

Or does everything mentioned below need to be done now?

Thanks,
 David

[Quoted text hidden]

David Reid <davidreidcayman@gmail.com>
 To: James Melen <James.melen@walkersglobal.com>

Thu, May 16, 2019 at 12:36 PM

Hi James,

See below quotes from Excite after they have inspected the Jeep. I am pretty confused by all of this...

Before I bought it, I thought you had said that Excite had finished the work required on the Jeep (which is why I had it taken there), but when I last spoke to you, you said that Wayne had done all the work.

Was it your impression that Wayne had done everything that was required?

And when we last spoke I believe you said Excite had only inspected it. Had they identified all of the problems?

Would you suggest I take it to Wayne to have this work done?

[Quoted text hidden]

 **REID.pdf**
12K

kd@excitemotors.ky <kd@excitemotors.ky>
 To: David Reid <davidreidcayman@gmail.com>

Thu, May 16, 2019 at 4:08 PM

7/5/2019

jeep checkover history - davidreidcayman@gmail.com - Gmail

jeep checkover history Inbox

Excite Motors Ltd <excitemotors@yahoo.com>
to me

Tue, May 28, 3:08 PM

Hello Mr Reid

As per our conversation last week regarding your Jeep,

Please see attached scans of hard copies of recommended repairs, there is a long hand written sheet the tech wrote for recommended parts and labor which was stapled to the check-sheet dated Nov 14 2017 when the vehicle was brought in for a coolant leak, the repairs are the following checksheet with radiator and hose replacement only...

the vehicle came back in May 2018 at 9760 miles (showing on odometer) for oil service and there was a note power steering fluid was empty, and horn didnt work. This was the last time we saw the vehicle until now.

Regards
David Palmeri

Name: James Melan Ph: 525 4521 Date: 11/14/2017
 Vehicle: Jeep Wrangler Engine: 3.7L V8 Lic: 83122 Year: 1994
 VIN: J4FY19P3RP405986 Mileage: 8803 mls / kms Stickers: Nov. 30, 2017
 Customer requests: ABS 4WD RHD LHD

Booked * Service and for Roof Rack loose.
 ✓ coolant leak

GOOD SERVICE SOON BAD
 FILL OUT COMPLETELY FOR EVERY SERVICE AND CHECKOVER. REQUEST AUTHORIZATION FOR ANY PARTS REQUIRED OTHER THAN ENGINE OIL, OIL FILTER AND SERVICES ORIGINALLY REQUESTED BY CUSTOMER. DESCRIBE ALL LABOUR AND PARTS USED OVERLEAF.

Exterior lighting
 Headlamps and parklights
 Turn signals
 Tail, brake and reverse lights

Underhood
 Air filter
 Engine oil level, condition
 Transmission fluid
 Engine oil/Trans fluid leaks Need wash front of engine, check for oil leak.
 Fuel filter Need fuel filter & tune up carb.
 Battery + terms, hold down
 Ignition System Need plug service.
 Drive belts, Timing belt Need serpentine belt.
 Radiator, hoses, coolant Need to replace radiator.
 Cooling fans, thermostat Need Radiator Fan electric (high rpm).
 Power steering system, fluid Need high pressure hose from steering box to pump
 Windscreen washer, wipers
 Horn Don't know where is horn button location?

Undercarriage
 Tyres, spare, alignment Found the horn & horn is seized.
 Tie rods, boots, steering rack Need drag link; tie rods; sleeves free at pit man arm
 Ball joints, control arms 4 Ball joints
 Sway bar bushings, links Need 2 new end links
 Shocks, struts, springs Need 4 shocks & steering damper
 Brake pads, rotors, e-brake Need 3 front wheel bearings Fr: 90% RR: 50%
 CV boots, u-joints, differential Need 2 front axle u-joints.
 Chassis, floor boards
 Exhaust system, hangers

Interior and Gauges
 Gauges, warning lights
 AC and fan operation
 Power locks and windows

Road test
 Transmission Impressions
 Engine Impressions
 Braking Impressions

Additional comments

Technician: Richard
 (R)

Parts list

1. Oil service 0.5 hr
2. Plug service 1 hr.
3. Air filter s.p.c.v. valve. 0.2 hr.
4. fuel filter
5. Tune carburettor 0.5 hr.
6. Serpentine belt service 1 hr.
7. Power steering hose - steering box
8. Radiator 2 hrs. 1 1/2 hr.
9. Radiator Fan. 1.5 hr.
10. Horn (2) 0.2 hr (G)
11. 2 front wheel bearings. 4 hrs.
12. 2 upper ball joints
13. 2 lower ball joints. (B) 5 hrs
14. 2 front shocks 1 hr.
15. 2 Rear shocks 1 hr
16. 2 front stabilizer bar end links (C) 1 hr
17. steering damper 1 hr.
18. Drag link from left - Right spindle 1 hr.
complete with tie rod ends stene. A. A?
19. Tie rod at pit - main arm to R.H.S. drag link 1 hr.
complete with 2 tie rods & 2 stenes.
20. Track bar extension bracket bolt need to replace with CAT Bolt & weld bracket to housing so it dont move again. 1 hr + machine shop.
21. (2) front axle u-joints 5 hrs.
22. Need 2 rear set of spring blade bushings & bolts & nuts. 6 hrs. (D)
23. 2. Rear wheel cylinders. 4 hrs. Full front upgrade.
24. Alignment A
25. wheel spacer nuts check over now 2 hrs.

See Over.

(R2)



jeep checkover history

13 messages

Excite Motors Ltd <excitemotors@yahoo.com>

Reply-To: Excite Motors Ltd <excitemotors@yahoo.com>

To: "davidreidcayman@gmail.com" <davidreidcayman@gmail.com>

Hello Mr Reid

As per our conversation last week regarding your Jeep,

Please see attached scans of hard copies of recommended repairs, there is a long hand written sheet the tech wrote for recommended parts and labor which was stapled to the check-sheet dated Nov 14 2017 when the vehicle was brought in for a coolant leak, the repairs are the following checksheet with radiator and hose replacement only...

the vehicle came back in May 2018 at 9760 miles (showing on odometer) for oil service and there was a note power steering fluid was empty, and term didnt work. This was the last time we saw the vehicle until now.

Regards
David Palmeri
Excite Motors Ltd,
Po Box 10675 KY1-1006
Cayman Islands
345-946-0795

2 attachments

hpscan0025.pdf
2119K

hpscan0026.pdf
1509K

David Reid <davidreidcayman@gmail.com>
To: James Melen <james.melen@walkersglobal.com>

Hi James,

I asked Excite for the history of repairs on the Jeep, which they sent in the below e-mail.

Note the long list of items they had previously identified as being needed, including in the handwritten list included below in the first attachment.

Can you give me a call once you've had a chance to look at this.

David Reid <davidreidcayman@gmail.com>

Tue, May 28, 2019 at 3:08 PM

See attached scans of hard copies of recommended repairs, there is a long hand written sheet the tech wrote for recommended parts and labor which was stapled to the check-sheet dated Nov 14 2017 when the vehicle was brought in for a coolant leak, the repairs are the following checksheet with radiator and hose replacement only...

Tue, May 28, 2019 at 5:01 PM


8/17/2019

Gmail - jeep checkover history

Thanks,
David
[Quoted text hidden]

2 attachments

 [hpscan0025.pdf](#)
2119K

 [hpscan0026.pdf](#)
1509K

David Reid <davidreidcayman@gmail.com>
To: Excite Motors Ltd <excitemotors@yahoo.com>

Wed, May 29, 2019 at 2:18 PM

Hi David,
Thank-you for sending this through.

Could you please provide a full quote (parts and labor) for the work that is identified as needing to be done on the check-sheet, including both parts and labor.

Where parts cost is not known, could you estimate and note it as an estimate.

Thanks,
David
[Quoted text hidden]

Excite Motors Ltd <excitemotors@yahoo.com>
To: David Reid <davidreidcayman@gmail.com>

Wed, May 29, 2019 at 4:04 PM

Hi David

I have spoken to Komal and he has shown me the email where he has provided estimates to repair the items noted. Let me know if you have any questions or if we missed anything

see below

Regards
David Palmer

From: kd@excitemotors.ky [mailto:kd@excitemotors.ky]
Sent: Thursday, May 16, 2019 12:08 PM

7/5/2019

jeep checkover history - davidreidcayman@gmail.com - Gmail

David Reid <davidreidcayman@gmail.com>

Jun 30, 2019, 1:09 PM (5 days ago)

to Exclte

Hi Dave,

Thanks for your time Friday explaining how the service process works, in relation to the service history documents you e-mailed me.

To confirm the steps taken for the service James had on the Jeep in Nov '17: mechanic inspects the vehicle identifying recommended repairs on a check sheet, then service supervisor writes up parts and labor required and then calls customer to discuss the recommended repairs before any work performed as is standard procedure, and then the customer authorizes the repairs they want performed.

I also understand that other problems can only be identified once the work is started on the vehicle, like you said.

Thanks again,

David

T

David Reid <davidreidcayman@gmail.com>
To: jkmelen5@gmail.com
Bcc: David Reid <davidreidcayman@gmail.com>

Fri, Jul 5, 2019 at 5:15 PM

Dear James,

Getting back to you this week as agreed when we last spoke, after your week of travel.

I want you to reconsider your position on paying for the repairs identified by Excite Motors as being required before you sold me the Jeep.

The owner of Excite, Dave, has confirmed that after performing the inspection of your Jeep and writing up the required repairs as part of the Service they provided you, the Service Supervisor would have called you to review the required repairs, for your authorization, before any work could have been done on the vehicle and before the vehicle could leave the shop, which he stated is their standard procedure.

On reviewing the documents with Dave, he also noted the check marks beside only those items they proceeded with on the handwritten list, which appear to be the items you authorized when the service supervisor called you to discuss the required repairs.

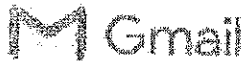
In relation to the time since I bought the Jeep, the attached from Arch indicates the Jeep was in their garage being repaired since October 15th of last year. As you know, I have 4 other vehicles, and I don't drive to work, so especially without air conditioning, I hardly drove the Jeep between the time I bought it in August and October when it went to Arch for repairs (after which it was taken directly to Excite in May).

I've taken advice and understand that as you provided an express warranty in our e-mail exchange above, it is your responsibility to pay for the repairs required (as identified before I purchased the vehicle). As I mentioned, I would also be willing to return the Jeep for a refund, and eat the costs I have incurred despite having had it to drive just over 2 months (i.e., insurance, repairs at both Arch and Excite, and now also legal fees).

I really don't want this to escalate further, and so I am asking you to reconsider your position.

Regards,
David

TH



David Reid <davidreidcayman@gmail.com>

Use Jame's personal e-mail

2 messages

David Reid <davidreidcayman@gmail.com>
To: David Reid <davidreidcayman@gmail.com>

Thu, Jun 20, 2019 at 2:07 PM

----- Forwarded message -----

From: David Reid <davidreidcayman@gmail.com>
Date: Thu, Jun 20, 2019 at 11:55 AM
Subject: Communicate with Jame's personal e-mail
To: David Reid <davidreidcayman@gmail.com>

----- Forwarded message -----

From: James Melen <james.melen@walkersglobal.com>
Date: Thu, Jun 20, 2019 at 11:16 AM
Subject: RE: jeep checkover history
To: David Reid <davidreidcayman@gmail.com>, Excite Motors Ltd <excitemotors@yahoo.com>
CC: James Melen (jkmelen5@gmail.com) <jkmelen5@gmail.com>

Hi David, David,

The jeep does not belong to me. So ultimately, arrangements for work, sales and so on, are a private matter for you David R.

Having spoken to you Dave P, I note and understand:

1. You do not get into the business of selling cars on behalf of clients, but you would be happy to pin any for sale advert on your bulletin board on site and mention the Ecay ad should anyone indicate that they have an interest in a jeep (without any rep of course).
2. Your quote for any work on the jeep is your quote, but if there is any scope for any form of reduction or discount on the labour, you'll let us know. To be clear, you have made absolutely no promise or undertaking whatsoever that this would be possible, but nonetheless you will kindly look into the prospect.
3. An evaluation of the value of a special one-off type of jeep is very much a matter for the seller and a willing buyer and what this kind of item is worth ultimately depends on what someone is willing to pay. But items such as price paid, improvements/upgrades and work done and generally, the market will influence.

I've copied my personal email, so please do not copy my work email at this point.

T2

Cheers, James

All services are supplied on the basis of the firm's standard Terms of Engagement which can be found [here](#). We take the protection of personal data very seriously. Full details of how we will process your personal data can be found in our [Privacy Statement](#).

WALKERS' DISCLAIMER: The information in this email may be confidential, legally privileged and exempt from disclosure under applicable laws. If you are not the intended recipient, you must not read, use or disseminate the information in any way. If you receive this email in error, please inform us immediately and then delete it from your system. Due to the nature of email communication, Walkers and its affiliated entities accept no responsibility for any viruses or for the reliability, security, inaccuracy, incompleteness, interception, corruption, loss or delay of information exchanged. * Walkers works in exclusive association with Kevin Taylor, trading as 'Walkers Bermuda', a full service commercial law firm providing advice on all aspects of Bermuda law.

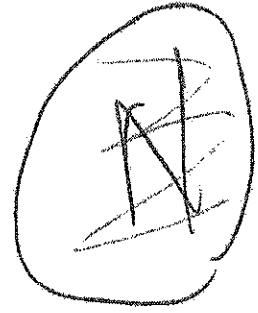
David Reid <davidreidcayman@gmail.com>
Draft

Sun, Nov 24, 2019 at 8:55 AM

[Quoted text hidden]

T
3

James Meien Claim
1994 Jeep Wrangler



Recommended repairs according to Excite Motors:

Tie rod ends, center link and track bar service	CIS
Parts	1,180
Alignment	90
Weld	165
Labor	480
Upper and Lower ball joints	
Parts	400
Labor	440
Front sway bar links and bushing	
Parts	125
Labor	160
Strut bushing and leaf spring bushing	
Labor (assume parts)	790
Labor	400
Subtotal	4,230
Diagnose headlight issues	
Labor (estimated)	240
Diagnose Wiper and washer issues	
Labor (estimated)	240
Diagnose horn	
Labor	160



No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: David Barry Reid

Plaintiff

AND: James Edward Melen

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

James Edward Melen
c/o Walkers Law Firm
190 Elgin Ave., George Town, Grand Cayman
KY1-9001 Cayman Islands

2 State whether the Defendant intends to contest the action.

Yes

...No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do not intend to contest the action in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf