

10 JUL 1989

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1989Decision No. AK 38/89Reference No. MVD 66/89IN THE MATTER of the Motor Vehicle
Dealers Act 1975ANDIN THE MATTER of a disputeBETWEEN [REDACTED]PurchaserAND [REDACTED]DealerBEFORE THE MOTOR VEHICLE DISPUTES TRIBUNALMessrs H T D Knight (Chairman)
R G Lewis
A E EntingHEARING at HAMILTON on the 26th day of May 1989APPEARANCES[REDACTED] in person
[REDACTED] for dealerDECISION

This dispute involved the purchase of a 1980 Mazda RX7 it being described on the window card at the time of sale as having a 1308 cc engine. The purchaser brought two complaints, one in respect of the cc rating and the second one in respect of the year of the vehicle. The year of registration of the vehicle was described on the window notice as 1980 and the purchaser alleged that in fact it was a 1978. The vehicle was ex-overseas having been imported from Japan but was not described as that on the window notice at the time of sale.

Having heard all the evidence, the Tribunal is not satisfied that the purchaser has established that the vehicle was a 1978

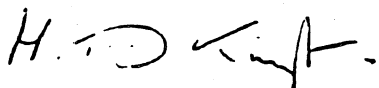
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model. However the licensee accepted that the cc rating of the engine as sold instead of being 1308 cc had a cc rating of between 1166 cc and 1151 cc which gave a cc difference on the licensee's evidence of between 142 cc and 157 cc. The purchaser claimed for a difference of 152 cc.

Neither party had satisfactory evidence as to the difference in valuation. The purchaser produced one stating that the difference in value was \$4,000. The Tribunal has had over a decade of experience itself in hearing cases of this type and two of its members have had extensive experience in the industry. The Tribunal is unable to accept that the difference in value would be anything like \$4,000.

It has considered the matter and doing the best it can from its own experience in hearing the cases and the individual members' experience in the industry, the Tribunal assesses that an appropriate figure would be \$350. There is therefore an order that the licensee should pay to the purchaser by way of compensation the sum of \$350 for the error which it accepts was not intentional.

DATED at AUCKLAND this 12th day of June 1989



H T D Knight
Chairman



R G Lewis
Member



A E Enting
Member