

File Details

(CI01-03-00049 MACLEAN, FREIDA vs BOUCHARD, ANDRE)

Documents Filed (CI01-03-00049)

| Doc # | Reg Date | Court Location | Document | Notes |
|-------|-------------|----------------|--------------|--|
| 1 | 05-Mar-2002 | Winnipeg-QB | TRANSMISSION | FILE, RETURNED TO PORTAGE 05MAR2002 |

Parties (CI01-03-00049)

| Party ID | Party Name | Lawyer |
|----------|--------------------|--------|
| DE001 | BOUCHARD, ANDY | |
| DE002 | BOUCHARD, ANGELA J | |
| PL001 | MACLEAN, FREIDA | |

Full Title of Proceedings (CI01-03-00049)

BETWEEN: FREIDA MACLEAN PLAINTIFF, -AND- ANDY BOUCHARD AND ANGELA J. BOUCHARD, DEFENDANTS.

Court Hearings (CI01-03-00049)

Court Hearings not found

Related Files (CI01-03-00049)

Related Files not found

SCHEDULE "A"

On or about June 19, 2000, the Plaintiff purchased a 1971 Volkswagen Beetle convertible from the Defendants for the sum of \$7,800.00. Included in the purchase was a "parts bug" being a 1972 VW Hard Top Coupe. The "Parts Bug" was in pieces and was not drivable. Ultimately it was determined that the parts of the "Parts Bug" were of no use and/or compatible in terms of being used for the 1971 convertible which was the subject matter of the purchase.

When the vehicle was purchased the Defendants provided a clean Certificate of Inspection dated May 28, 1999. The vehicle was described on behalf of the Defendants as being roadworthy and reliable. It was stated that the Defendant Angela Bouchard needed the proceeds from the sale to go to university.

On June 23, 2000, the Plaintiff took the vehicle to Charleswood Small Car Service Ltd. for a tune-up and some minor parts were required including a leaking hose and the total cost inclusive of tax was \$177.29. At the same time the Plaintiff was informed that the header for the convertible top was broken and needed to be replaced. The part came to \$237.06 inclusive of tax and installation came to \$171.00 inclusive of tax. The car was used sporadically as a second vehicle during the summer of 2000 and was put into storage on September 6th until March 8, 2001 for a cost of \$385.20. On March 18, the car was driven to a mechanic for a tune-up. New parts and labour came to \$260.00. The mechanic advised that the pan system of the car had been packed with cardboard and tar in order to cover up excessive rust holes. On March 20, 2001, the car was taken to Bullet Auto Service for an estimate to repair the deficiencies determined by the mechanic on March 18. The car was thoroughly checked and road tested and as a result Bullet Auto Service estimated that the vehicle would cost between \$6,000.0 and \$12,000.00 to repair properly.

A further independent opinion was obtained on April 23, 2001 when the vehicle was taken to Allan's Alignment and Frame Service 1989 Ltd. This estimate cost \$57.00. It should be noted that this estimate contains a range of \$7,000.00 to \$10,000.00 as a cost of restoring the vehicle to safety standards.

On April 23, 2001, the vehicle was taken to an official Government of Manitoba Inspection Station at 1550 Dublin Avenue for a Safety Inspection. There were numerous, long-standing deficiencies.

→ It is clear that the original Certificate of Inspection produced by the defendants was false. The defendants also misrepresented the true state of repair of the vehicle. The vehicle is not fit for the purposes for which it was purchased. The Plaintiff therefore claims the following expenses:

| | |
|--|-------------|
| 1. Return of Purchase Price | \$ 7,800.00 |
| 2. Tune-up at Charleswood Small Car Service Ltd. | \$ 177.29 |
| 3. Replace convertible header including labour (237.06 + 171.00) | 408.06 |
| 4. Winter Storage cost September 6, 2000 to March 8, 2001 | \$ 385.20 |
| 5. Parking insurance for winter storage | \$ 50.00 |

[3] The defendants had acquired the vehicle a year or two before a transportation for their teenage daughter but the vehicle was registered in the name of the mother, the defendant Angela J. Bouchard. They had the vehicle inspected and received a clear certificate of inspection from the Province of Manitoba dated May 28, 1999. The car was driven by the daughter but not during the wintertime.

[4] The defendants wanted to get another bigger car for their daughter and so they decided to put the Beetle up for sale. Their neighbour was Mr. Puchak who was and is a licenced and bonded dealer and he agreed to take the car and place it on the lot where he carried on his business bordering the Trans-Canada Highway. It was believed by all concerned that the car would get a fair amount of exposure in this way. The plaintiff and her then husband saw the car on the lot and thought they might be interested in buying it. They spoke to Mr. Puchak and took the car on a short test drive. According to the plaintiff, Mr. Puchak told them that the car was in really good shape.

[5] The plaintiff put a deposit on the car and entered into a written agreement for the purchase. This agreement expressed that the car was in "its condition and is free of all liens and encumbrances". Subsequently, the purchase price was paid and the plaintiff and her husband took possession of the car.

[6] All of the dealings were done through Mr. Puchak and the plaintiff and the defendants never actually met until this small claim was launched. Nevertheless