IN THE MAGISTRATES COURT (CIVIL) **CASE NUMBER: MC/CIV/15/24**

FALKLAND ISLANDS

11th February 2025

Between:

JASON NEVILLE ALAZIA **PLAINTIFF**

and

LANI MARIA HOYLES **DEFENDANT**

JUDGMENT

Introduction

1. The plaintiff issued proceedings on 12th November 2024 for damages in the sum of £7,000, being the cost of a Nissan Navara motor vehicle, registration number F369M, that he had purchased from the defendant.

2. A defence was filed on 6th December 2024.

3. The plaintiff and defendant represented themselves at trial.

Facts

4. On 7th June 2023 the defendant posted an advert on the Facebook pages of Falkland Islands Car Sales, wherein she offered the vehicle for sale in the sum of £8,000. She subsequently reposted the same advertisement in or about September 2024. The advertisement contained a general description of the vehicle and the words "Sold as Seen".

5. There was no dispute that, at about that time, the plaintiff's sister had posted on Facebook that the plaintiff was looking for a new car. In response to that post, the defendant had entered into Facebook Messenger communication with the plaintiff.

6. The plaintiff subsequently met the defendant, and her husband who had been responsible for repairing and maintaining the vehicle. The plaintiff said he was told there had been problems with the vehicle and that repairs had been carried out. He did not ask to test-drive the vehicle. He said he had simply trusted the defendant.

7. The defendant's husband, Benjamin Hoyles, gave evidence that he had told the plaintiff the vehicle had previously failed a vehicle roadworthiness inspection. That was denied by the plaintiff. I recognise that the evidence of the defendant's husband is not 'independent' and I have taken that into account in my assessment of the evidence.

8. On 10th October 2024, the plaintiff transferred the sum of £7,000 to the defendant's bank account. The defendant drove the vehicle to the plaintiff's home.

9. The plaintiff said that when he subsequently wanted to drive the vehicle, it would not start. The plaintiff contacted the Falkland Islands Company garage ("FIC") who attended.

10. In support of his claim, the plaintiff obtained a report from FIC limited dated 29th October 2024 that described the vehicle being in a 'non-start state' because of a flat battery. The mechanic thought this had occurred because an interior light had been left on. Having charged the battery, the vehicle started.

11. The FIC report also noted a number of defects to the vehicle. The report concludes by stating: *"This vehicle has suffered from Nissans common fault of the D40 chassis corrosion/break. Repairs have been made to the vehicle, although not to the highest standard*

of repairs. It has allowed the vehicle to be driveable, but I would recommend the vehicle only be used for personal use and, if sold, the new owner should be notified of repairs."

12. The plaintiff said that when he subsequently drove the vehicle, it was "crabbing". The defendant's husband said that was not apparent in the time he had driven the vehicle.

Findings

13. In English law there exists the well-established principle of caveat emptor or 'buyer beware' that enshrines the concept that the burden of due diligence is on the buyer of goods prior to entering into a contract.

14. There was no evidence that, prior to the plaintiff purchasing the vehicle, the defendant had misrepresented the condition of the vehicle or that she had failed to answer questions about the vehicle honestly.

15. There was no dispute the defendant gave no warranties or assurances relating to the condition of the vehicle, other than the fact repairs had been carried-out.

16. The plaintiff did not test drive the vehicle before he purchased it.

17. As a minimum, any prospective purchaser of a used vehicle should take it for a test drive. Additionally, it would be prudent to have the vehicle examined by a qualified mechanic before entering into the contract. With the benefit of a vehicle examiner's report, a prospective purchaser could then make an informed decision whether to proceed with the purchase.

18. The FIC report upon which the plaintiff relies, states the vehicle was driveable and, in the opinion of the mechanic, suitable for personal use. The report suggests various repairs be undertaken but does not conclude the vehicle is "beyond repair", as averred by the plaintiff in his Particulars of Claim, or that it was not roadworthy, by Falkland Island standards.

19. Therefore, having considered all the evidence, and having heard submissions of both parties, for the reasons stated, I make the following order:

a. The plaintiff's claim is dismissed.

b. The plaintiff to pay the defendant's reasonable costs, assessed in the sum of £104, being witness expenses in attending court.

HHJ Malcolm Simmons