

'Fabulous little car' fails student on her first drive

Judge says 'caveat emptor' to student who bought car after seeing ad on Donegal

DER REPORTER

DGE has dismissed a case taken by the mother of a student who ran into difficulty while driving her first car for the first time, stating "caveat emptor - let the buyer beware".

Kilmallock Court heard how the student had to ring her parents to tell them the car "wasn't going well" while driving the car for the first time.

The car was purchased after it was advertised on Donegal as "a fabulous little car".

Geraldine Noonan of Coolfree, Limerick, Kilfinane took a case against Geff O'Sullivan of Cullen, County Kerry to recover €3,650 for damages for breach of contract and breach of warranty.

The plaintiff purchased from the defendant a silver Renault Clio 1.6i unique for the sum of €3,000.

Geraldine Noonan's daughter, a Noonan who is studying psychiatric nursing in Waterford, told Kilmallock Court that she saw an ad for the car on Donegal and arranged to view it with her brothers around the date of August 8.

Noonan said one of her brothers took the car for a test drive down the road "and it seemed fine" and the decision was taken that they would purchase the car.

The court heard that a deposit of €1,000 was paid for the car and Mr O'Sullivan was to get the VRT and MOT done on the car. The court heard that Mr O'Sullivan gave Geraldine Noonan an old business card with his contact details on it.

Noonan explained that Mr O'Sullivan brought the car to her home at a later date, on a Friday or Saturday.

Noonan said that the day on Monday she drove the car to work.

The car just wasn't going well at all, Noonan told the court.

When asked by her solicitor, Mr Power, what problems she experienced with the car Ms Noonan replied: "There were three problems in the dash and it was very difficult to start the car."

The court heard that Ms Noonan drove the car home and later that day she drove the car to Cork.

Noonan said she was still experiencing difficulties with the car and informed her parents of the problem.



Judge Mary Larkin dismissed the case stating "caveat emptor - let the buyer beware"

Solicitor for Mr O'Sullivan, Jacquelyn Dunne, said that the number on the ad was not her client's number but his son's number and said it was his son who put the ad on Donegal.

The court heard that the ad said the car was on offer for €3,200. The court heard that an offer of €3,000 was accepted by Mr O'Sullivan.

The court heard that the car was delivered to Ms Noonan in late August. Going on her recollection, Ms Noonan said it was delivered on a Friday or Saturday and she drove it the following Monday.

Ms Dunne said her client would say the car was tested on Saturday, August 24 and was delivered on

Monday, August 26.

Ms Noonan said she wasn't at home when the car was delivered.

Ms Noonan said that the car was brought to a garage the day after she first drove it to Limerick and Mr O'Sullivan was contacted almost immediately about the problems.

In her evidence, Geraldine Noonan told the court that her daughter needed a car to travel as part of her college placement.

The court heard that the car was transferred into Geraldine Noonan's name. She said she was in the sitting room of her home when the car arrived on a trolley. She said her husband met with Mr O'Sullivan. Geraldine Noonan

claimed the car was pushed off the trolley and left in the yard.

She said when her daughter later rang her to tell her she wasn't happy with the car she told her to bring it home, and that she contacted Mr O'Sullivan to tell him they weren't happy with the car.

Geraldine Noonan said that Mr O'Sullivan told her to bring it to a garage "and he would stand over it".

Ms Noonan said the garage man said it would cost €2,000 to repair. She said she rang Mr O'Sullivan back "and he said that man is over the top, I'll fix that for €400."

Ms Dunne said her client would say that the first he heard about the car not working properly was when

the garage man... When asked at any stage of the expense... said he said he would cost €400... €700.

In his evidence, Anthony Green said the car on September 1st that when he drove the vehicle it took it to the garage before it eventually had an accident damaged the right hand side.

He said in his evidence of the repair work was not acceptable standard... extracted fuel from the car which was "considerable amount of black substance paint".

He said a brother showed the car to the owners.

When cross-examined, Mr Dunne and his solicitor said the defects associated with the cylinder would not be made public, Mr Dunne said the car was only used for cylinders and Ms Dunne said to overtake, "it would be dangerous to drive a vehicle in that condition. He would have the power to stop the car from working."

Mr O'Sullivan's treatment said he bought the car in April 2011 and his son drove it home and got the car service with the service "perfect," he said.

Cross-examining Noonan, Kevin Power O'Sullivan that witness was "a fabulous little car that everything was perfect."

Mr O'Sullivan underwent the test days before it was transported on a trolley to the yard and said problems whatsoever.

Judge Mary Larkin satisfied that Mr O'Sullivan selling the car as a private buyer beware."

The case was dismissed.