

# Catalyst Report

## Complaint Description

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I dropped the car off for an engine tune up and a brake job in August of 2010. At the time I was given an estimate of \$500. I would get a call once the scope of work was determined. Later I was told that a couple other things were broken. When asked how much it would be I was told the TOTAL would not exceed \$3600. When I was told about the new price they already did about \$1200 of work to the car. So they clearly exceeded the initial \$500 estimate. Fundamentally I was not opposed to paying the new estimated price of \$3600 as long as all of the new found problems were going to get resolved as well.

He has fixed items on the car he believed were worth fixing but I did not authorize them to do the work. Looking on the better business bureau's page this appears to be a pattern with this business. Unfortunately I did not look before I dropped the car off.

Now it is May of 2011 and they are still finding "just one more thing" that needs to be fixed. And once that is fixed it will all be fine. I have been told the same story by the owner of this business one to many times. The car is still not fixed but I am running out of time and patience with this business. I do not believe they are able or willing to fix the brakes on the car. I am essentially taking it back in a broken state. Today I tried to pay by Credit Card and get my vehicle back. The owner called the sheriff and demanded cash. While being worked on the vehicle has been scatted and there is now rust forming in those places. Albeit minor it is noticable since the car was completely repainted in the summer of 2010. Just prior to being dropped of at this business.

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## Complaint Description

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Vehicle Repair Complaint- Failure to materially comply with the written estimate law.- RCW 19.86 and RCW 46.71.

On 20 Dec 2010 I received written invoice and estimate via email from The British Northwest Land Rover Company for repairs performed on my vehicle (1980 Series III Land Rover). I replied via email that I would pay the bill on 15 Jan for work performed but was unsatisfied with their service and work. I followed up with the business and stated that the work they performed was unauthorized and requested a more detailed invoice detailing each work task performed and the hourly rate and parts cost for that task. The reason for this request is that I was unable to understand what I was actually being billed for on their original invoice. The business ignored my requests for an explanation of why they proceeded to work on my vehicle without my authorization and refused to provide me a more detailed invoice. The business claimed I authorized them to proceed to an amount not to exceed \$10000. This is false. I suggested an initial cost cap of \$10000 (17 Aug 2010 email) with the work to be performed in an agreed to priority by both the business and myself. Once we agreed on the priority of work then I would authorize work to proceed. I also requested an inspection survey of the vehicle identifying required repairs on the vehicle or replacement parts needed. I never heard from them again for 3 months.

The business decided to begin work on the vehicle without discussing the work to be performed or my approval of such work (on/ about Nov 2010). This was done without providing me a vehicle inspection survey or estimate of any kind. I received an email from the business on 15 Nov 2010 stating that they had begun work. I replied on 29 Nov (I am in Afghanistan and without direct Inet access) directing them not to proceed with any work until I received the inspection survey/estimate and we discussed the priority of work. I also reduced the budget cap to \$5000 because of their demonstrated lack of ability to respond to my instructions, requests or guidance. I never heard from them again until I received an invoice and an estimate on 20 Dec 2010.

I received an email on 3 Jan 2011 with an explanation for their actions and waited for the adjusted invoice that never came. I received another email from them on 21 Jan 2011 and responded on 22 Jan 2011. I never heard from them again until I received an email on 14 Feb 2011 requesting payment.

I have made an initial payment of \$1000 to cover parts costs but I am withholding further payment until they provide me an invoice detailing the actual work performed and the associated costs. I sent in this payment as a good faith gesture to demonstrate that I intend to pay for work that I accept as reasonable and refuse to pay for work that is not. I will accept mis-communication issues to a certain extent when I am overseas and cannot be face-to-face with the business.....and will accept ownership for some parts of it....but the business refuses to accept any responsibility for their actions or to work with me in resolving this matter. They refuse to budge an inch. I have demonstrated my good faith via my partial payment that I am willing to meet them in the middle. I have exhausted my efforts in dealing with the business and wish for some form of arbitration or mediation in order to resolve this matter.

Small claims court is not an option for me due to my overseas deployment therefor I respectfully request your intervention in this matter. Respectfully, [REDACTED]

Expected resolution details: I would like the business to remove the unauthorized work from my invoice and provide me with an itemized invoice detailing the work performed and associated costs.

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I took my vehicle to British Northwest Range Rover for service based on the agreement that ONLY a mechanic with a decade's worth of experience would work on my car and was told the mechanic "Tom" was a Range rover guru that has worked on nothing else in the past 10 years. After an incident with my vehicle I find out the mechanic has only worked there for two months and is a Toyota mechanic by trade.

I signed the invoice to not exceed \$500 and was over billed. I was required to pay in order to pick up my vehicle but was not given an invoice when I have requested one Charles stated that he was in between secretaries but the number \$860 was mentioned. I said yes but half of that was to be for work completed next week that I only agreed to the \$430 that was under the \$500 limit on the invoice. He insisted he needed the payment before releasing the vehicle. Since I was writing a check I felt safe.

I paid in advance for work that was never completed.

I authorized a test drive and there was 127 miles put on my car in 4 days.

I took my vehicle in to the shop for a cooling issue not wanting it to lead to a blown head gasket and was told I had a leaky hose that all tests including compression and fluids gasses all indicted no head gasket issues. Tom felt it was just loose hoses which he tightened and that it should be fine. But when I picked up my vehicle and started it there was massive amounts of white smoke coming out the exhaust which NEVER happened before and was told that was normal. I leave get a mile or so from the shop and it over heats. I call they are closed. I stop let it cool and drive home and park it. I call the shop the next morning they say to bring it in. I go out and it won't start. I call them Tom say's he will come to the house on his dime and check it out. It is during this time I find out much of the base of my complaints. Anyway he comes over and concludes the plugs are fouled which is a shock as they are brand new as are the plug wires. He changes them and it still won't start he blows Ether in it and it fires up he reve's the engine up several times and massive amounts of white smoke are coming out of the exhaust...even more then when I picked it up and again he say's its normal but wants me to bring the vehicle back just real quick no charge so he can test the fluid. I drive it back to the shop and am told he tests the fluid and say's there are now gases in the over flow that were not there before and that the head gasket is blown or a slipped sleeve possibly my block.

I was understandably upset and felt victimized and violated. I was encouraged to sue by family but wanted to think about it. Then I receive a phone call from his secretary about two unpaid invoices for me. I told her there must be some mistake and that I would not be paying for work I did not authorize and/or receive. If she was referring to when Tom can to my house to start the vehicle he said that was on his dime. I requested to speak with Charles and explained to him that there shouldn't be any invoices, that I had not authorized any other work and upon discussing it with Charles he stated that it was a mistake by his new secretary and that they would be voided. At this time I explained my anger regarding his business practices what I had found out about his mechanic and that I was considering suing but would settle for a refund. During our conversation regarding the details of this situation Tom was present and denied several charges and when I stated he was being deceitful and if I wan not give at least a refund I would sue was hung up on. I called back to make certain I was in fact hung up on. Charles answered and apologized for hanging up said that the threat of a lawsuit made him do it and asked to have some time to look over this situation. I agreed. Charles called the next day and after reviewing this matter felt that it had been mishandled. He apologized for Tom's behavior and that he felt that Tom was competent mechanic but conceded that he boasted untruthfully about his experience but that Tom was so scientific to his approach to his work he felt that he would do a go job and that I would be happy. agreed that the billing was out of order, he felt that Tom had mishandled this service and that he disagreed with his diagnosis and that he regretted that he had not been involved with it personally. He also apologized for misrepresenting

I am filing a complaint of deceptive and fraudulent business practices based on the lies to get me to do business with them, the mechanic's experience and qualifications, over billing, services not performed, the copious amount of miles on my vehicle from them personally driving it and destruction of property.

Expected resolution details: Ultimately I want my vehicle fixed but not by them!!

[REDACTED]  
[REDACTED]  
[REDACTED]

Dear Sir,

Mr. Kellogg, of The British Northwest Land-Rover Company, entered into a purchase agreement with me on 10 February 2009 for a special order window, Land Rover part # MWC 4733, which was to be ordered from England (UK) and shipped by ocean going container ship. The approximate shipping time was to be about 10 weeks. The purchase price was \$245.00 (US). The only additional charge was to be UPS from Olympia Washington to Reno Nevada, yet to be determined (see invoice).

In the month of June I contacted Mr. Kellogg and he informed me that the container had arrived but did not see the window listed on the manifest, but would continue to look for it as the container was not fully unloaded.

On 10 August I e-mailed Mr. Kellogg asking for updated information on the window, he did not reply (see attached copy).

On 30 December I once again e-mailed Mr. Kellogg, asking him to return my money if he was not able to complete this transaction (see attached). In his response, he no longer remembered which window I paid for and asked for the information again, which I provided him.

Mr. Kellogg claims he's in possession of the window, but has yet to ship it (see e-mail).

I have since called his office twice and asked for him to call me as well as e-mailed him twice, again with no response.

Please assist me with getting my money back or my window promptly delivered with the only additional charges being UPS from Olympia WA to Reno NV (approx. \$50.00).

Sincerely,  
[REDACTED]  
[REDACTED]  
[REDACTED]

260447

CONSUMER COMPLAINT FORM

OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION DIVISION

RECEIVED GENERAL COMPLAINT  
AG FORM #208 1/05  
NOV  
OFFICE OF THE ATTORNEY GENERAL  
VANCOUVER

STATEWIDE TOLL FREE 1 800-551-4636

CONSUMER INFORMATION

Name: [Redacted] [Redacted] [Redacted]  
Please Print or Type Last First Middle Initial  
Address: [Redacted]  
City: Lacey State: WA. Zip: [Redacted]  
Phone: Day: (360) [Redacted] Evening: (360) [Redacted] E-mail address: NONE

In order to process your complaint, the Attorney General's Office will send a copy of your complaint to the complained of business. Do you want the Attorney General's Office to send this business a copy of your complaint? Yes  No

I understand that if I answer No, the Attorney General's Office will not process this complaint. Additionally, if I answer Yes, I understand my complaint and any related documents I have submitted will become "public record." Under state law, public records are subject to public records disclosure requests. Under some circumstances, my complaint and related documents may therefore be seen by other people.

BUSINESS INFORMATION

Name of business you are complaining about: The British Northwest Land-Rover Company  
Address: 1043 Kaiser Rd. S.W.  
City: Olympia State: WA. Zip: 98512  
Phone: (360) 866-2254 Fax: (360) 866-6970 Toll-free number: N/A E-mail address: britishnw@land-roverco.com  
Name of Owner or Manager (if known): Charles Kellogg website: www.land-roverco.com  
Names and addresses of any other businesses involved in your complaint: N/A

Item or service purchased: Diagnosis, and Estimate Transmission oil leak repair

Cost of item or service: ? Did you sign a contract? yes Date of transaction: 10/9/16  
Salesperson's name: Charles Kellogg  
Was an advertisement involved? NO Date and source of advertisement: N/A  
(Please send a copy of the advertisement if it is available.)

ABOUT YOUR COMPLAINT

Have you complained to the business? Yes  No  If YES, to whom: (and their position) Charles Kellogg - OWNER  
What response did you receive? as to the inside condition of Veh. i.e. - towstrap + Apples in front, Dirt + Dog hair on back seat and trash in back - he admitted he made a mistake of his personal use of our Veh. and eventually, reluctantly gave \$1200 for Veh. Detail, ON Labor Chgs. he was unwilling to Negotiate.  
Have you filed a complaint about this business with the Attorney General's Office before? Yes  No  If Yes, list the file number N/A  
Have you contacted a private attorney? Yes  No  If YES, identify the name and address of the attorney: N/A  
Is there a court or other legal proceeding pending? Yes  No  If YES, please explain: N/A

EXPLAIN YOUR COMPLAINT IN DETAIL (use additional pages if necessary):

• 10-9-06 at first I (redacted) asked to have a New buyers inspection on My 1998 Range rover and was quoted \$100-200 with the explanation of the veh. had several leaks and the most important was the Transmission, for when I checked it the day before there wasn't <sup>fluid!</sup> any! I told him (Charles Kellogg) that the engine oil leak was secondary, and not to worry about the 4x4 transfer case leak as it was only a drip now + then.

• 10-10-06 I called Charles and asked that instead of the New buyers insp. cost, and the cost of Diagnoses for transmission leak repair, to skip the inspection, as my money would be better spent on just the transmission leak repair. he concurred.

• 10-12-06 Charles reported to me that he had found two hoses from engine to oil cooler leaking stated approx. cost \$100 ea. and at this time labor for cleaning was 3.5 hrs. he stated his Mechanic was using (brake-clean) a aerosol can spray and rags to clean with. at this point I felt he had gone to far for me to quit so I reluctantly agreed to have the two hoses replaced. he said they would have to be ordered and would be in the following tuesday. CONT...

What do you think the business should do to resolve your complaint? (Circle One)

Refund    Deliver Product    Perform Service    Other

Explain if you have circled "Other":

In addition to the 120<sup>00</sup> cleaning fee, a "refund of the difference 337.07"

<p><b>Bellingham:</b> Island, San Juan, Skagit and Whatcom</p> <p>103 E. HOLLY, SUITE 308          BELLINGHAM, WA 98225-4728          (360) 738-6185      fax (360) 738-6190</p>	<p><b>Seattle:</b> North King, Snohomish, Clallam and Jefferson Counties and Bainbridge Island</p> <p>900 FOURTH AVENUE, SUITE 2000          SEATTLE, WA 98164-1012          (206) 464-6684      fax (206) 464-6451</p>	<p><del>Tacoma:</del> Pierce, Mason, Grays Harbor, Kitsap, and South King County</p> <p>PO Box 2317          TACOMA WA 98401-2317          (253) 593-2904      fax (253) 593-2449</p>
<p><b>Spokane:</b> Eastern Washington</p> <p>1116 WEST RIVERSIDE          SPOKANE WA 99201-1194          (509) 456-3123      fax (509) 458-3548</p>		<p><del>Vancouver:</del> Clark, Cowlitz, Pacific, Skamania, Wahkiakum, Lewis, and Thurston Counties</p> <p>1220 MAIN STREET, SUITE 549          VANCOUVER WA 98660-2964          (360) 759-2150      fax (360) 759-2159</p>

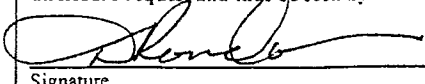
PLEASE TYPE OR PRINT. This form should be returned to the address nearest to you. After your complaint is received, you will be contacted by mail regarding assignment of your complaint.

Please include copies of related documents. SEND COPIES ONLY - DO NOT INCLUDE ORIGINAL DOCUMENTS!

**SIGNATURE**

I declare, under penalty of perjury under the laws of the State of Washington, that the information contained in this complaint is true and accurate, and that any documents attached are true and accurate copies of the originals.

I understand that my complaint and the related documents will become a "public record" and under state law can be subject to a public records disclosure request and thus be seen by other people.



11/12/06  
Date

Olympia, wa. 98503  
City and state where signed

Signature

Cont. ...

Charles also stated that they found transmission fluid on the rear crossmember under the transmission. and I stated that would be the rear transmission seal and that we might as well replace it at the same time. he again concurred.

- 10-18-6 Charles Kellogg's Secretary called to inform me the Veh. was finished and amount due was \$672.63 I then asked; if the rear seal on the transmission was all that they found leaking and she responded; that they did not address any transmission issues. at this time I stated to her my displeasure in this entire transaction especially that the main issue (Transmission leak) was not addressed! she then said; do you want us to do that now? and my reply was; No. I do not want you to do anything more to my Veh. and I will pick it up after work between 5<sup>PM</sup> - 5:30<sup>PM</sup> she said o.k. Later that day I called her back and said that I had been delayed at work and wouldn't be able to get the Veh. until tomorrow around the same time. she again said o.k.

- 10-19-6 My boss gave me a late delivery to the Coast, and knowing I would not be able to pick-up the Veh. before they closed I made arrangements to pick it up on my lunch hour. upon my arrival I stated to Charles my astonishment to how this was handled and stated "my disbelief that the primary reason I brought it in was not even addressed! payed my bill and retrieved my keys ...

upon opening my veh. Door I immediately noticed an odor which has never been present ever in my range rover a \$50,000.00 + veh. I then noticed a tow strap in the passenger side floorboard along with a half dozen apples off of someones tree, I then looked in the back seat and noticed it was covered in black dog hair and dirt, along with blocks of wood, and the rubber plug out of my towing receiver in the back floorboard. upon further examination I found a large plastic bag of garbage, and a wooden pallet behind the back seat in the luggage compartment. immediately I told Charles that this was unacceptable and was so much in shock as to the misuse, and condition of my veh. I called my wife for advisement. she said she would be thier ASAP! In the meantime Charles admitted his misuse to me and stated; that I said he could test drive My veh. so ① he drove it home several times and ② that he wasn't going to leave his dog (black lab) locked up in the shop all night so he put his wet dog in My Car several times. ③ apparently towed another veh. with mine, and ④ hauled off his garbage. and never addressed ⑤ the main reason I brought it in (Transmission Leak)

I feel I was used, and taken for a ride!, as was my veh.



I asked Mr. Kellogg what he was thinking? and all he could say to me was "I'm sorry! I was wrong!" I then asked him what he was going to do to make it right? he then made a Sorry Attempt at what he called a detail as I stood watching still in shock he added insult to injury by using an air hose to blow out the inside and washed the outside with shop rags + hose. Never addressing the wet dog smell at all except for leaving the windows rolled down as to air it out.

at this time Carol (My wife) arrived looked over the veh. smelled the odor and said it smells like wet dog before I could even apprise her of the situation. she then told me to calm down, and wait outside as I was still beside myself and I truly believe in shock. she then proceeded to the office to discuss the matter with Mr. Kellogg. after being confronted by my wife and still with great reluctancy he agreed to give us \$12000 to have the inside detailed to remove any remaining smell. at which time we vacated the premises. we then decided to have an estimate done from another shop of the same work - to see if it really was \$672.03 and this was our findings..

D. 11  
We then made arrangements with I-5 Motors, in file, we  
to have an estimate of the same work.

The British Northwest Landrover charged us;	672.03
Estimate from I-5 Motors;	<u>334.96</u>
Difference of;	337.07

over double what it should have been, and is  
why we are asking retribution of said  
difference above the amount given for  
cleaning the inside of our veh. for his  
misuse and over charging.

If YES, identify the name and address of the attorney:

Is there a court or other legal proceeding pending -  
No

If YES, please explain:

Explain your complaint in detail:

Vehicle Repair Complaint- Failure to materially comply with the written estimate law.- RCW 19.86 and RCW 46.71.

On 20 Dec 2010 I received written invoice and estimate via email from The British Northwest Land Rover Company for repairs performed on my vehicle (1980 Series III Land Rover). I replied via email that I would pay the bill on 15 Jan for work performed but was unsatisfied with their service and work. I followed up with the business and stated that the work they performed was unauthorized and requested a more detailed invoice detailing each work task performed and the hourly rate and parts cost for that task. The reason for this request is that I was unable to understand what I was actually being billed for on their original invoice. The business ignored my requests for an explanation of why they proceeded to work on my vehicle without my authorization and refused to provide me a more detailed invoice. The business claimed I authorized them to proceed to an amount not to exceed \$10000. This is false. I suggested an initial cost cap of \$10000 (17 Aug 2010 email) with the work to be performed in an agreed to priority by both the business and myself. Once we agreed on the priority of work then I would authorize work to proceed. I also requested an inspection survey of the vehicle identifying required repairs on the vehicle or replacement parts needed. I never heard from them again for 3 months.

The business decided to begin work on the vehicle without discussing the work to be performed or my approval of such work (on/ about Nov 2010). This was done without providing me a vehicle inspection survey or estimate of any kind. I received an email from the business on 15 Nov 2010 stating that they had begun work. I replied on 29 Nov (I am in Afghanistan and without direct Inet access) directing them not to proceed with any work until I received the inspection survey/estimate and we discussed the priority of work. I also reduced the budget cap to \$5000 because of their demonstrated lack of ability to respond to my instructions, requests or guidance. I never heard from them again until I received an invoice and an estimate on 20 Dec 2010.

I received an email on 3 Jan 2011 with an explanation for their actions and waited for the adjusted invoice that never came. I received another email from them on 21 Jan 2011 and responded on 22 Jan 2011. I never heard from them again until I received an email on 14 Feb 2011 requesting payment.

I have made an initial payment of \$1000 to cover parts costs but I am withholding further payment until they provide me an invoice detailing the actual work performed and the associated costs. I sent in this payment as a good faith gesture to demonstrate that I intend to pay for work that I accept as reasonable and refuse to pay for work that is not. I will accept miscommunication issues to a certain extent when I am overseas and cannot be face-to-face with the business.....and will accept ownership for some parts of it...but the business refuses to accept any responsibility for their actions or to work with me in resolving this matter. They refuse to budge an inch. I have demonstrated my good faith via my partial payment that I am

willing to meet them in the middle. I have exhausted my efforts in dealing with the business and wish for some form of arbitration or mediation in order to resolve this matter.

Small claims court is not an option for me due to my overseas deployment therefor I respectfully request your intervention in this matter. [REDACTED]

Province , Afghanistan

Expected resolution details: I would like the business to remove the unauthorized work from my invoice and provide me with an itemized invoice detailing the work performed and associated costs.

What do you think the business should do to resolve your complaint - (circle one)

Other

Explain if you have circled 'Other':

#### SIGNATURE

I declare, under penalty of perjury under the laws of the State of Washington, that the information contained in this complaint is true and accurate, and that any documents attached are true and accurate copies of the originals.

I understand that my complaint and the related documents will become a 'public record' and under state law can be subject to a public records disclosure request and thus be seen by other people.

Signature Francis m Norbury Date 18 Feb 2011

Received via the Internet

City and State where signed Boise, ID

**SUBJECT: Email threads from Frank Norbury to The British Northwest Land-Rover Co from 22 July 2010 to February 14, 2011 regarding vehicle repair.**

*(Emails are in reverse order. Email train starts at the bottom)*

From: [REDACTED] <[REDACTED]>  
Subject: RE: Invoice from The British Northwest Land-Rover Co  
To: [REDACTED]  
Date: Monday, February 14, 2011, 2:32 PM

Dear Frank,

According to the email below, it states that you were to send payment on January 15th and then pick up the vehicle shortly after that. As to date, 2/14/2011, we still have not received payment. There has been an hour credited back to your invoice for duplication of service and also since the invoice is more than 30 days past due, since you had requested that we "not turn a single wrench on your vehicle," there should be interest charges on there as well. However, those have not been applied as of yet. I will have to talk to Charles about getting those waived or if we are to charge them.

In the meantime, can you please tell me what your plan is for payment on the outstanding invoice as it sits right now? If the interest charges are assessed, it will be almost 2 months' worth.

There is also a storage fee of \$39 per day that we are waving that should have been charged starting 5 days after you told us to stop work on the vehicle. Because of lack of space, we don't have a choice but to charge this, but with the problems you have had, I am willing to go ahead and let that one slide if the vehicle is paid for and picked up within 7 days from receipt of this letter. I GREATLY apologize for the inconvenience this has caused you!!!! I am the middle man and apologize that I did not know what was going on with your vehicle until just recently and I am doing everything I can to rectify the situation.

Be advised that we are not responsible for damage for any reason or theft of your vehicle.

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Date: Sat, 22 Jan 2011 02:22  
From: [REDACTED]  
Subject: RE: Land Rover  
To: land-roverco@hotmail.com

Mr. Delimont & Mr. Kellogg,

Please see my reply and comments below. Also attached is a copy of the email thread discussing the protocols for vehicle repair.

Regards,

[REDACTED]

Farah Province, Afghanistan

Frank,

I am sorry you're unhappy with our work. I seem to remember Pat having asked that we install your license plates. ) I also believe that there's a \$300.00 fine for driving an unregistered vehicle and we can't afford that.

*What was the exact amount we were charged for installing the license plate?...*

I wouldn't have thought that replacing extremely worn tie rod ends would be considered non-essential.

*Replacing tie rod ends are exactly what I would have expected to be done. How much were we charged?*

Or replacing a drive shaft getting ready to go through the bottom of the engine.

*Drive shaft getting ready to go through the bottom of the engine???? Please explain that statement? Replacing the front drive shaft is not authorized work. How much were we charged for replacing the front drive shaft?*

The check straps under the rear axle were installed in such a way as virtually to assure their chafing through the brake pipes. The steering wandered excessively. The steering stabilizer on this vehicle is also in horrendously poor condition and just might have jammed the steering. We had removed it already but have not replaced it yet, but it appears on the bill because it was pulled from the shelf and moved to the work area in readiness for fitting. Since it has not been installed we can take it off the bill and return it to the shelf.

*This is the first assessment I have received on the condition of the vehicle..... This is the type of information that should be provided to us before any work was performed. Was this removed from the bill as you stated above?*

By the way, we had originally thought the rear drive shaft was in need of replacement (it showed excessive up & down & side-to-side play) but it turns out that the play was actually in the input flange of the rear [Salisbury] differential.

Once removed the drive shaft actually turned out to be pretty good although I think its bolts were incorrect so they were changed. There is nearly a half week's welding needed on the chassis to make it safe.

*OK.....but again...I never received any assessment of the vehicle and if I had...I would have certainly requested that the frame repair be done first for the reason you implied yourself above...safety.*

In my professional opinion your Land-Rover is in appallingly poor condition, but we were not asked to evaluate the car before commencing work, we were only asked to make it safe.

*I disagree with that statement. I agreed to your recommendation of a "new owner's survey" on 22 July 2010 but was never provided one despite my repeated request for one. I never received any written assessment of the vehicle, a new owner's survey or any type of recommendations on priority of work to be performed.*

I suspect it may well also need a new steering box....or at least a rebuild, if that's even possible. It feels frightening. Without removing and disassembling it one can't really tell but it's about the worst I've felt in many a year.

We were not consulted prior to your purchasing your vehicle and neither were we the ones who drove it into the ground.

*Why is this germane to the discussion?*

A car in poor condition takes a good deal longer to evaluate than one in good repair. I am absolutely certain that there is more.....and perhaps considerably more, which will require attention that will most probably come to light as work, or further road testing, proceeds. We felt it minimally prudent to run a compression test to evaluate the overall health of the engine but when we attempted removing the #1 glow plug the upper hex portion of same rotated while the lower body of the glow plug did not. It didn't actually come off; it just rotated. Quite perplexing. While you hadn't exactly authorized it I thought it wise to take a look in case there was a significant issue with the engine. We are sometimes vilified in our role as messenger.

*Being vilified in your role as the messenger is not the issue...the issue is that we never received any assessment of the vehicle despite our request for one and your decision to perform work on the vehicle before we had agreed on what work was to be performed.*

We haven't touched your Rover since hearing from you. With nearly 60 international prizes for our restoration work and legions of appreciative clients I feel there's still room for improvement, which is the reason we strive to improve ourselves every day. Somewhere around 98% of our clientele are ostensibly pleased with our work; the remaining 2% we can't seem to please no matter how we try. Every minute of work done on your vehicle was recorded on the time clock. I will review your time tickets and see if there is any duplication of labor, and advise.

*We have not received your review or your advisement.*

I'm sorry we don't measure up in your eyes.

*The reason we brought the vehicle to you all the way from Boise was for those reasons you mentioned above...the reason we are dissatisfied with your service is-*

*-We were not provided a written assessment of the vehicle nor any type of survey that identified what repairs were required.*

*-We did not authorize any specific work to be performed because we were waiting for some type of document that identified what repairs were recommended. This would have been the start point of the discussion we never had on what work needed to be done and in what priority based on the budget cap. The first time we received any vehicle condition information was when we received the invoice on 20 Dec 10. The last we heard from Mr. Kellogg prior to that date was on 17 Aug 10 when he wrote-*

*From: Charles Kellogg <land-roverco@hotmail.com>  
Subject: RE: Ladder for 1980 Series III 109  
To: triumph96driver@yahoo.com  
Date: Tuesday, August 17, 2010, 11:38 AM*

*Frank,*

*Thanks for the suggestion. On the face of things your plan seems workable. I think I'll sleep on it for a few nights & see what my subconscious reveals anything that's interesting.*

*I'm not sure what Mr. Kellogg's subconscious revealed to him between 17 Aug and 15 Nov but he never shared his subconscious revelations with us. He sent me an email on 15 Nov and said he began work on the vehicle. When I received the email I responded (29 Nov-I was at a remote location in Afghanistan..no internet) that I wanted a copy of the survey and inspection and after I received the inspection survey we will discuss priority of repairs... I never received the survey and we never discussed repairs.*

*What we expect is an invoice that reflects the guidance and agreement we made when we sent the vehicle to you. Since we authorized but never received a "new owner's survey" we do not expect to be charged for one now. We do not expect to pay for the new front drive shaft because we consider that unauthorized work we never agreed to. We expect to pay for new tie rod ends as that would be expected under priority work. We expect to pay for a brake inspection at a reasonable cost. The amount reflected on the invoice is unreasonable and want that amount to be adjusted to a reasonable amount or a more substantial justification be provided. Once we receive an invoice that is acceptable to both parties it will be paid and I will have the vehicle picked up and returned to Boise.*

Regards,

Frank Norbury

Farah Province, Afghanistan

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*From: Charles Kellogg <land-roverco@hotmail.com>  
Subject:  
To: [REDACTED]  
Date: Monday, January 21, 2011, 4:48 PM*

Pat and Frank,

Not sure if you received Charles' last email (below); we received no response.

Just to clarify what's happened with the vehicle from our side:

The Land Rover was delivered to our shop on August 4, 2010. Frank stated the following in an email to Charles on 0 8/17/10 :