



1955 Ford Fairlane Crown Victoria Custom

Response from Brian Grams, Museum Director, to my 44-page complaint filed with the Illinois Attorney General Consumer Fraud Bureau on Friday, June 3, 2022.

Wednesday, June 8, 2022, 07:54 Pacific Time

Brian Grams, Museum Director, VAS

The buyer is attempting to place responsibility of the car not being to his expectations on the seller because he did not do his due diligence prior to purchasing the car. While the buyer would like to point out all of the cars imperfections and differences of opinion, I would like to ask the following questions.

- 1. Whose responsibility is it to determine condition?*
- 2. Did you personally inspect the car?*
- 3. Were you refused inspection?*
- 4. Did you have a 3rd party inspect the car?*
- 5. Were you refused a 3rd party inspection?*
- 6. Were you given a detailed mechanical inspection/certification from the seller?*
- 7. Was the car described as brand new with absolutely no wear, aging or imperfections?*
- 8. Was the car described as having a 15 year old restoration with [approximately] 3500 added since?*
- 9. Was the price of the car \$250,000 or \$74,998?*
- 10. Was the supplied appraisal used as a deciding factor in the purchase?*
- 11. Did Volo attempt to satisfy the purchase by offering to purchase the car back at the full sale price? Was the offer declined?*



The car was described to the best of our knowledge and believed to be true. The statements we made about the car were factual and true to the best of our knowledge and we stand firm to our opinions about the car. Buying sight unseen does not remove the risk from buyer and place it on the seller but rather increases the risk for the buyer, especially with an as-is purchase. The seller is not responsible for a buyers lack of due diligence.

- 1. The car is not, nor was it represented to be in the same condition as when the restoration was first completed. Cars deteriorate not only from milage but also from age, this is common sense. The car had different owners between the time of restoration and purchase, those owners are allowed to make any changes they want to their car that would make it different from the original restoration. The value of the car was reduced by \$175,000 for its present condition in comparison to the condition as when a \$250,000 investment was made in the car.*
- 2. The car was restored with multiple changes from factory, meaning it was no longer a manufactured produced car. Meaning the current state of the car did not match factory specification and quality testing. The car was restored to the untested qualifications of the restorer which also comes with risk.*
- 3. The definition of appraisal is to determine the value of an item. While it is based on condition it is not an inspection, an inspection determines condition. The appraisal was based on a visual inspection and graded based on the visual inspection. The appraisal was given to the seller as part of the post-purchase documents for insurance purposes. It was not given to the buyer until after the sale was made and it was not used as a tool to promote or influence the sale of the car. The bill of sale was signed by the buyer on 06/21/2021, the date of the appraisal was 07/05/2021, over 2 weeks after the purchase.*
- 4. Buyer signed all documents making him aware the vehicle was sold “as-is” including initialing the following statement “I have declined independent inspection of purchased vehicle and accept all responsibility for condition and authenticity of my purchase.”*

We have full faith that the cars condition can once again match that of the initial restoration for the same or less of the \$175,000 cost difference of then and now.”