



JAGUAR JOURNAL TM

Official Magazine of the Jaguar Clubs of North America

May-June 2018

San Antonio: JCNA's 60th Anniversary AGM

E-PACE arrives: the F-PACE's baby sister

Buying smart = satisfaction all round



Calibrating your speedometer



JAGUAR JOURNAL

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COVER PHOTO



Photo: 'Comin' atcha' – a new baby in the Jaguar family. The E-PACE looks every inch the smart and nimble newcomer that will compete head-on in the 'Compact Crossover' sector. Where do I sign?

Getting Satisfaction

The dos and don'ts of obtaining quality repair and restoration services

By Richard MacLean, Jaguar Club of Northern Arizona

Mick Jagger could "get no satisfaction," but realistically, there's an outside chance he may have had something else in mind besides car repair shops. How satisfied have you been when repairing or restoring your Jaguar? Based on recent interviews and other sources, most Jaguar owners are very satisfied, particularly when obtaining warranty services on new vehicles with dealers. But the exceptions to the rule – the horror stories – dominate discussions at Jaguar club meetings and events.

This article describes key steps to take before, during and after repair and restoration services. Many of these recommendations are common sense. But even seasoned car aficionados may be surprised by some of the information. The article also covers some of the steps shops use to minimize clashes with customers. Just as there are shops from hell, there are also customers from hell.

DUE DILIGENCE FIRST

The ingratiating service manager may assure you that they "put quality and customer satisfaction before everything else." Not to worry! Later it may seem like it was really all about the money. Most problems can be avoided, however, if a few basic steps are taken up front. Key amongst these is to identify the best shop for the type of work being considered.

Networking within your local Jaguar and other car clubs is essential in identifying a qualified repair or restoration shop. Members have up-to-date personal experience with both the best and the ones to avoid. Clubs invariably include seasoned experts who can offer repair suggestions for your specific issue, especially helpful for the do-it-yourself projects. Owners of some of the best shops may also be active members who provide face-to-face opportunities that build confidence

and trust. Participation demonstrates enthusiasm and a willingness to put their business under the spotlight for criticism or praise.

Be cautious of online reviews; they may tend to be overly negative since bad experiences unquestionably motivate respondents to write about their troubles. AAA or ASE (National Institute for Automotive Service Excellence) certifications provide some assurances for competence in late model car repairs. However, outstanding specialty shops working on older cars may see no need for these certifications. What is much more relevant, especially for restoration shops, is their longevity

in the business and a reputation for producing concours-quality work.

It is vital to go through this careful due diligence process for older Jaguars. Dealerships servicing newer models have electronic diagnostic tools, OEM parts, service warranties and factory-trained mechanics. Their employees may, however, be clueless on the older classics where experience is essential and parts quality and sources vary significantly. Indeed, reputable Jaguar dealerships may rightfully refuse to service older Jaguars. They may not have the expertise and such work is not as profitable.



Dealers and many service shops use book rate. Profits increase when these benchmarks are beaten. Specialty shops working on older cars charge actual time. Why? Fused into a Mini Cooper, this plug from hell turned a five-minute job into a 14-hour head removal project. Trust and close communication is essential to prevent disputes when the unexpected occurs.

Dealerships utilize economies of scale and “book time” billing that are not appropriate for work that is custom or may involve unanticipated surprises. A bolt may take 10 seconds to remove or an hour if it is seized and breaks. OEM parts fit. Aftermarket parts may require time-consuming fitting. Jason Len, owner of XK’s Motorsport, San Luis Obispo, California, one of the oldest British car restoration shops in the country, sheds some light on this problem.

“Starting in the 1980s I would make trips to England to network with the original parts suppliers for Jaguar. They had the tooling and know-how to make replacement parts and I set up contracts with my parts supply business, XK’s Unlimited, for production runs. Over the decades these manufacturers have mostly gone out of business, the expertise retired or the expensive tooling wore out. Today, these parts are made in China and there is not the same degree of close communication over fit and quality. For example, I would never paint a restoration without first checking aftermarket body parts for fit.”

LONGEVITY

How long a shop has been in business is a key consideration. Clearly, it is a measure of the experience and competence that you are seeking, but “longevity” should not be a measure of how long your car sits in the shop. Indeed, a frequent complaint of owners is that their cars are held for months and even years, sometimes just for major mechanical work. Yes, you may be able to insert some language in a contract spelling out your right to take possession of your car held in perpetual limbo, but defining a bright line between completed and uncompleted work is problematic.

Seek shops that have a reputation for completing work within a reasonable timeframe, taking into consideration, of course, the usual surprises that may develop along the way. Keeping on schedule is especially important in restorations. A frame-off, total restoration typically takes one to two years. Consider using only shops that have resources set up and dedicated exclusively to restorations, even if they also do service work. If these businesses offer both without a clear separation

and management considers restoration as “fill-in” work, your project will be placed at the end of the queue every time sensitive and more profitable work comes in the door.

One must be also mindful that restoration businesses can and do go under. Some are undercapitalized. Some may be run by less than reputable people. The economic climate is robust today, but who knows for sure what will happen in the future. If economic conditions worsen and acrimony breaks out between you and a business that is getting shaky, negotiating a settlement and regaining your partially restored car may be the wisest choice. Likely? No. Possible? Definitely.

Jason Len states, “During the downturn, approximately one-third of my business was coming from owners who had pulled their cars out of restoration shops that had gone under.” Gerald McGlothlin, an exotic car trader and very active Jaguar club member in Arizona, goes on to describe one of the more infamous examples of a business “breaking bad.”

“Peter ‘Doc’ Scadron ran Docs Jags Inc. of Scottsdale, Arizona, like a Ponzi scheme, falsely advertising, collecting cars and deposits. A knowledgeable Jaguar guy, but even today described in internet posts as ‘a crooked fraudster... he is a con artist.’ What amazed me was that many people knew of his deceitful practices in the ‘80s. Lots of people didn’t do their homework and got burnt.

“Eventually, he headed towards bankruptcy after 2000 when the Feds intervened to stop the fraud. The FBI seized the remaining assets and owners were forced to bid at auction on their own car parts to try to get them back. Only the VIN-identified parts could be claimed as their property. People from around the country, including myself, were at the auction.”

THE TELLS TELL A LOT

Reputable service and restoration business are proud of their shops and the people who work there. Be wary of an owner or sales manager who



The most critical element in repair and restoration is selecting the right shop for the job at hand, especially for Jaguars no longer under warranty. Jaguar Club members are the best source of info on good local shops. DeYoung European Motors in Prescott, Arizona, comes highly recommended by JCN AZ for both older and newer Jags.

claims that you cannot take a tour of the facilities “because of insurance constraints” or do not encourage you to talk to the mechanics. Yes, their time is money, but five minutes on a multi-thousand dollar job is not much to ask and may actually help the mechanic determine what is needed.

If the shop looks like a junkyard or the mechanics clearly are inexperienced and not knowledgeable on your particular Jaguar, reconsider your options. This works both ways. If your car is unwashed and cluttered, a mechanic might assume that you are not all that fussy about the work. If you can intelligently express what the problems may be, steps that might be taken to rectify these issues and the relevant history of prior repairs, the message delivered is that you know quality work and what constitutes unnecessary repairs.

There is another reason to have your car in presentable shape. Dirt and clutter can hide potential problems that only become apparent later after the work is done. Then it becomes an argument over, “That scratch mark on the paint and that grease mark on the carpet were preexisting.” Several Jaguar owners interviewed state that as a matter of routine they take extensive photographs prior to service, note so on the contract and identify cosmetic issues that may be present. This protects both parties and in the age of smartphones, it is literally a click away.

Service managers generally do not denigrate other businesses. If a business owner or manager engages in thoroughly trashing other local shops, this may be an indicator that they may also be condescending to you should a dispute arise. If you behave similarly after pulling your car out of a shop, the next shop owner may think, “What really went wrong, why couldn’t they resolve the issue and will I be in for the same conflict?” Keep these exchanges factual and unemotional.

EYES WIDE OPEN... ON THE CONTRACT

Jaguar owners have very high expectations for quality work and rightfully so: the cars are very valuable and some are national concours winners. Service and restoration businesses charge accordingly, in part because of the difficulty in obtaining and retaining mechanics with the skill level needed to work on these classics.

It is not at all surprising that miscommunicated expectations are most often the source of conflicts. Verbal assurances and agreements can evaporate like petrol should a major dispute arise. Central to minimizing these problems is a well-written contract. Experienced establishments go through a systematic process before even accepting a car under contract. Brian Donovan, the owner of Donovan Motorcar Service of Lenox, Massachusetts, explains,

“We focus on establishing a clear understanding of what the owner expects, what we can do to do to

satisfy these expectations and what it will cost. On significant repairs and restorations, customers must first take a tour of the facility and speak directly with the mechanics who will perform the work. We do not rely solely on the owner’s verbal descriptions of the work that needs to be done: we must first inspect the car before starting a quote with our specific recommendations on the scope of work.

“It is essential to get the owner as directly involved as possible at every stage of the restoration. Written contracts can only cover so much detail before becoming extremely cumbersome. Our best customers are the ones who become enthusiastically involved, visit frequently and monitor progress.

“Monthly billing includes a detailed description of the work done and the parts used. Reviews in person, emails and pictures all help avoid misunderstandings. For example, when the invariable surprises are encountered, photos are sent and written authorization in advance



Well-written, detailed contracts go a long way to minimize disputes. “He-said, she-said” does not cut it in court, should it ever get that far. Jaguar Club member Richard Hauger (left) goes over a contract with service shop owner, Darren DeYoung, prior to beginning work on his 1994 XJS Convertible.

is sought for significant changes in scope.

“That said, it is surprising the number of customers who do not meticulously read their contracts. We sometimes have to point out such things as deposits cannot be used to fund changes in scope or work in progress. Customers have a scope in mind at the beginning but typically enthusiasm builds and scope-creep sets in. Again, capturing in writing the expectations, scope and cost implications is essential so that at the end there are no surprises.”

Seasoned veterans such as Brian Donovan and Jason Len thoroughly understand the importance of a well-written contract, but a successful outcome is also about establishing trust and a rapport with customers. Jason explains,

“Dealerships and independent repair shops using book rate increase their profits by beating these numbers. They may quote 10 hours but are able to do the work in eight. They bill for 10. I know

that if I quote 100 hours, it may wind up being 110 or more due to unexpected issues. Decades of experience gives me a feel for just how much the time could wind up being significantly over or under.

“We bill for actual time and if the time estimate increases significantly, we seek preauthorization. But if a car is up on the rack and the issue will only take an extra hour or so, we just do the work without preauthorization since it is inefficient to pull the car out and start over later. That is where trust is essential. We trust that the customer will pay for this extra time and they trust us that we are being honest in working efficiently and in tallying the hours.”

One should not be shy about adding to the contract such things as notification requirements for cost overruns (most state laws cover mandatory limits), the condition of the car – backed by photographs – before

work commences, an accounting of parts delivered with the car (e.g., tool kit, jack stand, programmable key fobs, etc.), quality and sources of replacement parts, paint brand and finishing procedures, subcontractor selection (e.g., re-chroming, etc.). Be realistic in your requests, but if the business is being difficult in the pre-contract honeymoon stage, it may be a harbinger of difficulties later on.

I’LL SUE YOU!

Bondo and paint cover a lot of sins from the past, thus preparing estimates for repairs and restorations on older Jaguars is very difficult. When the issues arise fast and furious, costs escalate beyond all expectations and trust evaporates, angry owners sometimes threaten to bring legal action. What are the legal remedies? Unfortunately, they are not all that appealing. Phoenix attorney Gary Hendrickson explains,

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Peterson Automotive Museum Dinner/Tour (limit 100): markmayuga@att.net



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JaguarOwnersClubInfo: lajagclub.com

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“Central to obtaining relief is a precisely-worded contract and written authorization for all changes in scope. These issues are most easily resolved by the owner through negotiation or in small claims court. Issues that are poorly addressed in the contract or are difficult to quantify such as ‘the workmanship is substandard’ are much more problematic. These issues can incite lawsuits threats. But what are the legal and, especially, the financial implications?”

“Businesses have the legal right to hold your car until payment is received. Often referred to as a mechanic’s lien, technically it is an artisan’s or possessory lien. The laws governing liens are complex and confusing and vary from state to state. Yes, you can fight the lien in court, but consider first the costs. Attorneys charge hundreds of dollars per hour and require an up-front retainer of several thousand dollars that must be replenished as the account is drawn down. Expert witnesses may be needed. A dispute over \$10,000 could easily cost twice that amount and there are no guarantees.”



According to possessory lien laws, repair and restoration shops have the right to hold your vehicle until the bill is paid. The practical steps owners can take to get their vehicle back and resolve disputes are limited and tilted heavily in favor of the business.

Few have the financial resources to go down that rabbit hole. Those who do are generally highly motivated and are willing to spend any amount to gain personal satisfaction. Unfortunately, there is no easy way out other than that suggested by Attorney Hendrickson –

namely negotiation and small claims court. And if negotiation is the chosen route, you must go up the food chain to someone who has the authority to cut a deal.

Putting the bill on a credit card and then disputing the charges may work if the contract is solid and it can be proven that specific services were not delivered or were charged without authorization. Credit card company policies differ, but you may not have to pay the bill until the issue is resolved. But do not expect to get chargebacks for issues such as poor-quality workmanship: card companies do not have the desire or technical expertise to make calls in these gray areas.

Some states may allow you to post a bond for the price of the repairs and if the mechanic does not bother to respond, you get your money back. The worst option is to pay with a check and then cancel the payment. The lien still exists, and you may be subject legal action.

The above situations are well-known by service and repair shops; threats of “I’ll sue you” are ignored. Even a free letter from your friend, the lawyer, will be ignored. It is only when a business is sued – the paperwork filed with the court – that they pay attention. Now they too face the burden of legal costs and may be much more willing to negotiate a settlement.

CALL IN THE CAT CAVALRY

As stated at the outset, networking within Jaguar clubs can be essential to find the right shop. How might they help if problems arise? The answer is not as straightforward.

This article was, in part, inspired by a recent dispute between a club member and a central Arizona Jaguar dealership over less than \$2,000 in repairs to a 1996 XJS. The owner claimed that misdiagnosis of the problem led to the cost for the replacement of non-defective parts plus unnecessary labor being added to the bill, yet the repair

was unsuccessful. Whether this was or was not the case is not the point.

The point is that this example illustrates some of the red flags raised in this article: older Jaguar in a modern dealership, no inventory of items delivered with the car, replacement OEM parts no longer available, and what appeared to be “pull and replace” troubleshooting that is practiced by most auto dealerships. Not surprisingly, the credit card company would not chargeback since the dealership claimed all services were performed and authorized in advance. Legal remedies were too costly considering the amount in dispute. Initial negotiations went nowhere and just further infuriated the owner.

The owner, a member of two Jaguar clubs in Arizona, conveyed his side of the story and the word soon spread to numerous other auto clubs. Members of several clubs volunteered to sit down with upper dealership management. With the pressure rising, a deal was cut to settle for a 50/50 cost split.

The pressure within the club community helped bring closure. That said, one needs to be realistic as to just how much clubs are willing to go to the mat for you. These businesses support club functions. Club leaders sometimes have business relationships dealing with restoration and service shops. Club leaders contacted for this article were very wary of a “hatchet job” on dealerships, which, of course, it is not. But it is a teaching moment for all auto business owners and managers: they put at risk their reputation to a broad network of car lovers should they stonewall or argue over a few thousand dollars with well-known and respected club members who voice legitimate complaints.

The bottom line is that if you construct solid contracts with reputable businesses and are willing to negotiate equitable settlements, you will get the satisfaction you seek – whatever the Rolling Stones may sing. 🎸