

1988

Irshad A. Aadil v. Toyota Motor Sales USA Inc., a California Corporation : Reply Brief

Utah Court of Appeals

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Larry R. Laycock Esq; Snow, Christensen and Martineau; Attorney for Respondent.

Irshad A. Aadil; Appellant Pro Se.

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UTAH COURT OF APPEALS
BRIEF

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DOC. SET NO.

880604

IN THE COURT OF APPEALS
STATE OF UTAH

IRSHAD A.AADIL,	:	
	:	
APPELLANT,	:	CASE NO: 880604-CA
-VS-	:	CASE PRIORITY NO: 14(b)
	:	
TOYOTA MOTOR SALES U.S.A., INC.	:	
a California Corporation	:	
	:	
RESPONDENT.	:	
	:	

REPLY BRIEF OF APPELLANT

APPEAL FROM THE RULING OF THE DISTRICT COURT,
SALT LAKE COUNTY, DISMISSING THE PLAINTIFF'S COMPLAINT
HONORABLE PAT B.BRIAN, JUDGE

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APPELLANT PRO SE

FILED

JUN 26 1989

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AADIL'S OBJECTIONS TO TOYOTA'S
STATEMENT OF FACTS

Appellant, Aadil, objects to the following representations contained in Toyota's Statement of Facts for the reasons stated in each objections:

1. Toyota is exaggerating its subjective opinion that the buyer's rights are only limited to receiving a physical engine irrespective of its technical output and warranties (page 5 #3 of Toyota's brief. Under UCC provisions a buyer is entitled to receive goods conforming :to the "affirmation or promise " (Utah Code Ann. 70A-2-313 (1)(a). which in this case was the adequate acceleration and performance and NOT the physical appearance of an engine.

2. Toyota is misleading the Court in stating that Aadil filed an Amended Complaint as he intended and as allowed by the Court, Paragraphs 6,7,8,10 and 11 of Toyota's Statement of Facts. The fact of the matter is that Toyota was represented by Henry K.Chai to begin with and alognwith Mr.Laycock in the later part of the proceedings.A copy of the rough draft of the Amended Complaint was persoanlly delivered to Mr.Chai.Record shows that the names of the other parties (Hasans) still there even though their calims were settled . Mr.Chai received the draft (last week of March 88) before Mr.Laycock took over the matter(See addendum:A-26&27) and

Aadil realizing the aggressive behaviour of Mr.Laycock reminded Mr. Laycock of Aadil' s right to amend the Complaint as soon as Toyota's answers to the Interrogatories were filed, which were completed on May 12,1988. Please see addendum: A-1 . Aadil even intended to file a motion to amend the proposed amended complaint as he suspected that Mr.Laycock my use the draft as amended complaint to fly Toyota's motion but Mr.Laycock assured Aadil to the contrary. In fact the final draft of the Amended Complaint was not even filed yet, so there was no amended complaint to give rise or justification for Toyota's Motion to Dismiss. Please see addendum: A-17 as attached to the Brief of The Appellant, Aadil. Toyota has not denied these facts in its brief.

3. Aadil has not shown Hasans as parties in his brief or the statement of facts. He has shown them only as one of the original parties and to make his point that had he the opportunity to amend the complaint he would have removed them. He had the opportunity to amend the complaint ten days after the discovery was complete which was completed by Toyota on May 12, 1988.Mr.Chai and Mr.Laycock both knew that Aadil had discussed with them his right and intentions to amend the so called ' Amended Complaint' . On page 7, of resppondent Toyota's brief, it admits that:

" Nevertheless, Aadil failed to modify the counts of his original Complaint, even after being allowed to conduct discovery and after the lapse of several months".The Court, please note carefully the cotradiction in Toyota's calim on one hand that the so called amended complaint failed to state a claim and on other hand Totoya's calim that Aadil failed to modify the complaint despite the lapse of several months.Aadil was going to modify the complaint after Toyota had completed the answers, and Aadil was protected in doing so by the Order of the lower Court. Please see RECORD:55-57 and Addendum:A-1 to the Appellant's Brief.

4. Toyota is misleading the Court in stating that Aadil did not show the basis of his cause (Paragraphs: 10 and 11 (page 6) of Toyota's Statement of Facts.

In the first place Aadil did allege in simple and factual language that Toyota misrepresented and breached the warranty.

Secondly, the rules do not require a plaintiff to argue his case right at the commencement of his action. Instead the Rules 8 & 12 of Utah Rules of Civil Procedure only require actual facts of a transaction set in simple, brief and clear language. Pleading in the form of legal and academic snese is not required.

Thirdly, Aadil did show the legal and academic theoris as basis for his claim during arguments for his motions to compel discovery ant later in opposition to Toyota's Motion.

please see RECORD INDEX: 121-142

Lastly, Aadil did have the right to amend his Complaint properly as Ordered by the Court and since Toyota had not filed its answer yet; and that Aadil did have the right to show legal theories at a proper time and stage of case. This is regretful that the matter ended in appeal simply because the District Court ruled on Toyota's motion:

1. without reviewing its own orders,
2. before the parties had said even one word to explain and avoid all this. The Court butchered the matter by simply stating that Aadil should have bought a V-8 car since the Court finds similar difficulties on it trips to Park City,
3. without considering the warranty requirements and the nature of investment (\$20,000.) which is next to a home; and
4. without considering technical warranties to ensure proper acceleration inline with the requirements of the law.

ARGUMENT

AADIL'S RESPONSE TO TOYOTA'S POINT I

Toyota is simply misleading the Court and frivolously complicating the issue by bringing in Hasans. Attorneys for Toyota are just playing technical knowing full well that the so called amended complaint needed to be amended and that Toyota complains that Aadil did not correct the

complaint for months but without informing this Court that Toyota took months to provide necessary information. Please see addendum : A-1, A-19,A-24 and A-25 as attached to the Appellant's Brief, and ADDENDUM: A-28. Please also note that Toyota has not filed any objections or other contradictory facts or documents to deny the facts and documents submitted by Aadil.

Toyota is also misleading the Court by stating that Aadil and Hasan's case was based on Aadil's personal opinions about the engine.

In the first place Aadil has submitted independent and expert opinions to establish a prima facie case so that experts can establish the facts as alleged by Aadil. Please see addendum: A-3 through A-14 as attached to the Appellant's Brief.

Secondly, Aadil is entitled to prove his case at the time of trial with proper experts.

Please also note that Toyota uses complimentary opinions of the same magazines to boost its sales,therefore, Aadil has the right to use data of those Conusmer Reports and other magazines to establish a prima facie case.

Toyota also claims on page 11 of its Brief that its assurances as to "quick acceleration" capability of the vehicle is sales talk and puffing allowed uder Utah

law. The Court , please note that Toyota has created certain expectations of the acceleration capacity in writing as clearly printed in its brochures, Addendum : A-10 of Appellant's Brief. So, this is not mere sales talk and puffing. UCC clearly supports such expectations under the provisions of 70A-2-313. Addendum: A-20.

Toyota's representatives have periodically told its dealers that they can do all the puff talk and once the buyer is out with the vehicle, there is nothing to worry. But Aadil feels strongly that the Courts must not allow false assurances under the protection of law and there must be some distinction between print assurances and puffing talk.

AADIL'S RESPONSE TO TOYOTA'S POINT II

As a standard practice Toyota is misleading the Court e.g. it states that Aadil has not supported the facts or referred to the record. Please note that all paragraphs are referred to either to addendum or Toyota's own brochures on its vehicles. Toyota has failed to show anything different and contrary in its brief if it disagreed with the weights, displacement or other factors given by Aadil with support from the Consumer Reports and other magazines. Toyota has merely put an editorial to discredit Aadil but without showing any technical data to contradict Aadil despite the fact that it has all the

facts in its possession including the fact that it has to change the engine in 1986 since 1985 van had the same problem as complained of the 1987 (4X4) by Aadil and for the same reasons.

B. TOYOTA ADMITS THAT AADIL INDEED HAD AT LEAST TEN DAYS TO PREPARE AN AMENDED COMPLAINT FOLLOWING THE FILING OF TOYOTA'S DISCOVERY RESPONSE AND BEFORE THE HEARING ON TOYOTA'S MOTION TO DISMISS .(PAGE 19 OF TOYOTA BRIEF)

But Toyota claims that the lower's Court's acceptance and review of the draft as amended complaint as submitted by Mr.Chai was proper since the discovery had added nothing to the claim of Aadil, Please see page 20 of Toyota's Brief.

BUT THAT IS EXACTLY THE POINT AND PLACE WHERE THE LOWER COURT AND TOYOTA IGNORED THEIR RESPONSIBILITY TO PROCEDUARL FAIRNESS, THUS DEPRIVING AADIL OF HIS DAY IN THE COURT AND HIS DUE PROCESS RIGHTS. It was an improper and to some extent an unethical assumption that Aadil' complaint be dismissed since discovery had " added nothing to the information already available to Aadil"; further that the lower Court is facing similar difficulties on its way to Summit County.

Aadil understands that there is grace in simplicity but this is a devastating grace, which is a contradiction of grace itself, in a philosophical sense.

AADIL'S RESPONSE TO TOYOTA'S POINT III

In Topik v.Thgurber, 739 P.2d.1101; Sorenson v. Larsen,740 P.2d.1336; and Insley v.Draper Bank, 717 P.2d. 1346, as quoted by Toyota the Utah Supreme Court is referring to the issues not raised at the level of trial. In this case the complaint is not even amended yet and Toyota has not even filed an Answer. IS A PLAINTIFF REQUIRED TO SPILL ALL HIS FACTS AND THEORIES AND RESEARCH RIGHT AT THE TIME OF THE COMMENCEMENT OF AN ACTION ? IF IT IS SO, IN WHAT FORM ? PLEASE ALSO SEE RECORD INDEX: 121 -142

In this case Aadil pointed out his theories to Judge Brian in the presence of the counsel for Toyota and the Court ordered proper discovery so that facts could be ascertained to support said theories. Aadil also submitted his theories in support of his motion and in opposition.to Toyota's Motion. Record: 121-142

AADIL'S RESPONSE TO TOYOTA'S POINT IV

That Aadil made every effort to resolve this matter but Toyota simply and arrogantly ignored all communications Please see Exhibits attached to the Complaint.

Toyota did not participate in any arbitration plans or otherwise adopted to informal dispute settlement

procedures pursuant to Title 16, Code of Federal Regulations, part 703.

Aadil encouraged his clients,Hasans to resolve this matter with Toyota despite Toyota's discriminatory offer to exculde Aadil from the settlement. Aadil acted very professionally in protecting his clients interests and to uphold the standards of the legal profession. To, the contrary Toyota through its counsel and para-legal, Ms.Wright has jacked around Aadil just because he is an attorney.

Toyota claims on page 24 of its Brief that Aadil is harassing Tovota and it has tried to mislead this Court to erode Aadil's reputation but without providing any facts, therefore, Aadil is under obligation to provide the following facts to this Court so that there is no cloud ,further damage of Aadil's reputation and the Court is assisted properly:

1. That on May 3,1985, Aadil ordered a Delux 1986 4Runner through a local Toyota dealer. A copy of siad Order is attached hereiwth as Addendum: A-29.

- 2.That said deluxe vehicle included a factory rear seat as part of the bargain. Please see the copy of Toyota brochure as Addendum :A-30

3. That Toyota and its dealer delivered Aadil, a non factroy seat in the disguise of a deluxe truck.

4. That Toyota and its dealers delivered thousands of other buyers unsafe and non-factory rear seats while the buyers had paid for factory rear seats.

5. That Aadil filed an action against Toyota and its dealer for misrepresentations and breach of warranty.

6. That as a result of this law suit Toyota was forced to stop its dealers from putting unsafe and local rear seat. All dealers were provided uniform rear seats by Toyota from a central location and the brochures for 1987, 4Runner were printed accurate and with a factory rear seat provision.

7. That Aadil settled this matter just by recovering his losses though he could have pursued this matter to recover punitive damages and profit for himself.

8. That Aadil has been a public interest advocate as well as an advocate of the Peace Foundation, therefore, any insinuation that he is harassing any one especially for profit is not only unfair and false but also very damaging. Please see Addendum : A-31 , and since then he has done substantial pro bono work.

9. That Aadil has made all reasonable offers to Toyota to settle this matter including the one to share the losses of \$ 1100. (eleven hundred dollars each) but Toyota is bent upon showing its arrogance and power. Therefore, Aadil was forced to face Toyota in a court of law as a matter of principle.

That Toyota has not only oppressed Aadil in that it manipulated the so called amended complaint to make it difficult for him to proceed at every step but has introduced defamatory and insinuating statements unfairly and unethically and without any basis.

It is obvious that Toyota is trying to punish Aadil for his action in 1985 exposing the cheating scheme of Toyota.

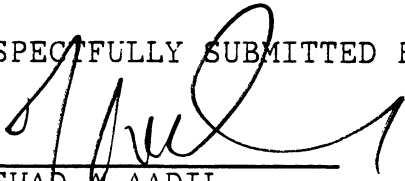
Aadil believes that he should be awarded reasonable attorney's fee for his time for the necessity of this appeal, an order for an apology due to mischievous acts and unfair insinuations by the counsel and para-legal of Toyota.

CONCLUSION

Based on the foregoing, Appellant Aadil, respectfully requests that this Court reverse the dismissal of his complaint, award costs of this appeal and such other and further relief as the Court deems just and proper.

DATED: June 23, 1989.

RESPECTFULLY SUBMITTED BY:



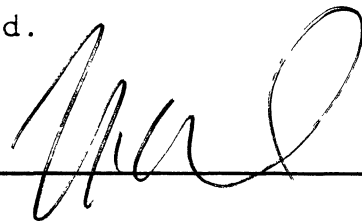
IRSHAD A. AADIL
APPELLANT PRO SE

CERTIFICATE OF MAILING

This is to certify that the undersigned
has mailed a two true and correct copies of Appellant's
Reply Brief to:

Larry L.Laycock Esq.
Snow,Christensen & Martineau
Attorneys for respondent
10 Exchnage Place #1100
Salt Lake City Utah 84145.

this 24th day of June 1989, postage prepaid.



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March 24, 1988

Irshad A. Aadil, Esq.
1154 East 300 South
Salt Lake City, UT 84102

Re: Hasan, et al v. Toyota Motor

Dear Mr. Aadil:

Since my February 24 letter to you I have not heard anything further regarding this case. At this point I am waiting for you to send me the articles that you want me to stipulate were published. I am also awaiting your amended complaint.

Very truly yours,

SNOW, CHRISTENSEN & MARTINEAU



Henry K. Chai II

HKC:aw

cc: Patricia Britton

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April 27, 1988

Irshad A. Aadil, Esq.
1154 East 300 South
Salt Lake City, Utah 84102

Re: Sanjida Hasan, et ux. vs. Toyota

Dear Mr. Aadil:

This letter will confirm our conversation of this date in which you were informed that Larry Laycock is assuming principal responsibility for this matter on behalf of Toyota Motor Sales. In addition, this letter confirms our agreement that responsive and/or supplemental pleadings will be filed within two weeks of this date.

If you have any questions or comments concerning this matter, please call.

Very truly yours,

SNOW, CHRISTENSEN & MARTINEAU

Larry R. Laycock.
Larry R. Laycock

db

ADDENDUM : A - 28

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January 20, 1988

Irshad A. Aadil
Attorney at Law
1154 East 300 South
Salt Lake City, UT 84102

Re: Hasan et al. v.
Toyota

Dear Mr. Aadil:

I have drafted the Supplemental Answers to your Interrogatories and returned them to California for signature. Upon receiving them I will send you the completed Answers.

Very truly yours,

Henry K. Chai II

HKC:kw

TOYOTA

Wagstaff's House of Toyota

TOYOTA

NEW VEHICLE DEPARTMENT

S.L.C. USED CAR DEPT.

MURRAY USED CAR DEPT.

84 WEST 700 SOUTH

235 WEST 500 SOUTH

4400 SOUTH STATE

SALT LAKE CITY, UT 84101

SALT LAKE CITY, UT 84101

MURRAY, UT 84107

801/364-2100

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PURCHASER'S NAME IRSHAD A ADILSOC
SEC.
NO.DATE 5/3/85PURCHASER'S ADDRESS 1154 E 300 S

D/O/B

RESIDENCE

PHONE 5839257

CITY, STATE & ZIP

SLCUT84102

LIC. #

BUSINESS

PHONE

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER ☒ NEW ☐ CAR ☐ STOCK NO. ☐ USED ☐ TRUCK ☒ 4-RUNNERYEAR 86MAKE TOYOTA

MILEAGE

MODEL OR SERIES 8612BODY TYPE ATCOLOR Red or black or wine or grey

A.V.I. OR

SER. NO. by September 1985ENG. TYPE 4

TO BE DELIVERED

ON OR ABOUT 1985SALESMAN J. Brown / Kelly

WARRANTY DISCLAIMER

☐ Disclaimer Does Apply ☐ Disclaimer Does NOT Apply

We, the Seller, hereby expressly disclaim all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and we neither assume nor authorize any other person to assume for us any liability in connection with the Sale of the Vehicle. The Manufacturer's Warranty is not affected by this disclaimer of Warranties by the Selling Dealer.

☐ The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.

☐ AS IS: this Vehicle is sold "as is" by us.

USED VEHICLE TRADED IN AND/OR OTHER CREDIT

YEAR 85MAKE OF TRADE-IN TOYOTAMODEL OR SERIES 2552BODY TYPE 5 dr LBCOLOR LT Beige

A.V.I. OR

SER. NO. J17SV16H6F0262654ENG. TYPE 4CYL

CERTIFY THE ODOMETER READING ON MY ABOVE TRADE READS

MILES. THE ODOMETER HAS ☐ HAS NOT ☐ EXCEEDED00,000 MILES. SIGNATURE: Clear

BALANCE OWED TO

ADDRESS Clear

USED TRADE-IN ALLOWANCE

\$ 12 059 00

BALANCE OWED ON TRADE-IN

NET ALLOWANCE ON USED TRADE-IN

\$ 12 059 00

DEPOSIT OR CREDIT BALANCE

\$ 6 79 57

CASH WITH ORDER

\$ 364 59

TOTAL CREDIT (TRANSFER TO RIGHT COLUMN)

\$ 13 303 16

MEMO:

CASH DELIVERED PRICE OF VEHICLE

\$ 15,588 00ACCESSORIES Power Steering\$ 11 00Air con.CRUISERear WiperReceived CAMRY 1985

THIS IS AN ORDER ON A 1986 FORERUNNER

MODEL # 8612 DLX WITH ABOVE OPTIONS.CUSTOMER HAS AGREED TO 15,588.00 PLUS ANY

PRICE INCREASES FROM FACTORY FROM THIS DATE

TILL DELIVERY. WAGSTAFF TOYOTA CAN SELL

CUSTOMER'S 1985 CAMRY TRADE IN, AT ANYTIME

WITHOUT REPERCUSSION FROM CUSTOMER.

Manufacturer's sticker\$ 2828.76 PAID 5-3-85

Cash Price of Vehicle & Accessories

\$ 15,588 00

STATE AND LOCAL TAXES

\$ 202 92

License, License Transfer,

Title, Registration Fee

\$ 41 00

TOTAL PRICE OF UNIT

\$ 15,831 92

TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)

\$ 13,303 16

UNPAID CASH BALANCE DUE ON DELIVERY

\$ 2,528 76

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S SIGNATURE IRSHAD A ADILDATE 5/3/85ACCEPTED BY WAGSTAFF

(DEALER)

PER Pool

(NAME AND TITLE)

DUPLICATE

"THANK YOU - WE APPRECIATE YOUR BUSINESS"

FEATURES

S-Standard O-Optional -Not Available	4RUNNER SR5 TURBO	4RUNNER SR5	4RUNNER DELUXE	4RUNNER
PERFORMANCE				
Turbocharged 2.4 liter 4-cylinder SOHC gas engine with electronic fuel injection	S	-	-	-
2.4 liter 4-cylinder SOHC gas engine with electronic fuel injection	-	S	S	S
Electronically controlled 4-speed automatic overdrive transmission with shift pattern selector and lock-up torque converter	S	-	S	O
5-speed manual overdrive transmission	-	S	-	S
2-speed transfer case	S	S	S	S
Power-assisted brakes (front disc/rear drum with rear load-sensing proportioning valve)	S	S	S	S
Free-wheeling/manual-locking front hubs	S	-	S	S
Automatic locking front hubs	-	S	-	-
Steel-belted all-weather P225/75R15 radial tires	S	S	S	S
Hi-Trac independent front suspension	S	S	S	S
Steel skid plates under front suspension, transfer case and fuel tank	S	S	S	S
Forged steel front tow hook	S	S	S	S
STYLING/DESIGN				
Styled steel wheels	-	S	S	S
Aluminum alloy wheels	S	O	-	-
Tungsten halogen headlights	S	S	-	-
Dual sport-styled outside mirrors with wide-view passenger-side convex mirror	S	S	S	S
Chrome Package—chrome front bumper, rear chrome towing bumper, chrome trim grille, wheels (silver metallic—Deluxe) chrome wheel arch/rocker panel molding (Deluxe & 4Runner)	O	O	O	O
Anti-chip protectors	S	S	S	S
Front and rear mudguards	S	S	S	S
Rear window wiper/washer	S	S	O	O
Rear bumper	S	S	S	S
Removable rear top	S	S	S	S
COMFORTS AND CONVENIENCES				
Tachometer, oil pressure, voltmeter and coolant temperature gauges	S	S	S	S
Inclinometer/altimeter	S	S	-	-
Power steering	S	S	O	O
Tilt steering wheel and adjustable intermittent wipers	S	S	O	O
Steering column-mounted headlight and twin-stream wiper/washer controls	S	S	S	S
Mist cycle wipers/twin-stream washer	-	-	S	S
Digital quartz clock	S	S	O	O
Power-assisted Flo-thru ventilation	S	S	S	S
Rear heater controls and ducts	S	S	S	S
Sport Seats with driver's side 7-way adjustments	S	O	-	-
Reclining low-back bucket seats with adjustable headrests and center console	-	S	S	S
Cloth seat trim	S	S	S	O
Vinyl seat trim	-	-	-	S
Full carpeting—front and rear	S	S	O	O
Carpeted floor mats	O	O	O	O
Rubber floor mats	-	-	O	O
Air conditioning (blend air type)	O	O	O	O
Power Package—power windows, power door locks, cruise control, power antenna and courtesy lamp group	O	O	-	-
Comfort Package—includes cloth seat trim (4Runner) digital quartz clock, full carpeting—front and rear, remote fuel filler door opener, rear window wiper/washer and electric rear window defogger	-	-	O	O
Fold-down split rear seatbacks	S	S	S	-
Passenger-side seat walk-in device	S	S	S	-
Rear seat inside door release	S	S	S	-
Passenger-side cargo area door release	-	-	-	S
Semi-padded steel light bar in rear	S	S	S	S
Dual rear storage compartments	S	S	S	S
Rear cargo area tie-down hooks	S	S	S	S
Lockable one-touch tailgate release	S	S	S	S
Power rear window	S	S	S	S
Electric rear window defogger	S	S	O	O
Sun/moonroof with removable sunshade	O	O	-	-
Front vent windows	S	S	O	O
Convenience Package—includes front vent windows and tinted glass	-	-	O	O
Tinted glass with upper shaded windshield band	S	S	O	O
Tinted sliding side glass windows	S	S	S	S

SPECIFICATIONS

	4RUNNER SR5 TURBO
BODY/FRAME CONSTRUCTION	
	Welded steel cab/full-box frame
STEERING TYPE	
	Recirculating ball
TURNING CIRCLE DIAMETER (CURB TO CURB)	
	374 ft.
BRAKES	
	Power-assisted front disc/rear drum with rear load-sensing proportioning valve
SUSPENSION FRONT	
	Torsion bar with upper and lower A-frame and hydraulic shock absorbers and stabilizer bar
SUSPENSION REAR	
	Leaf springs with staggered hydraulic shock absorbers
ENGINE TYPE	
DISPLACEMENT	
HORSEPOWER (SAE NET)	
TORQUE (SAE NET)	
EXTERIOR DIMENSIONS (inches)	
Wheelbase	103.0
Tread width (front)	56.3
Tread width (rear)	55.5
Overall length	174.6
Overall width	66.5
Overall height	66.1
Cargo/bed length	57.5
INTERIOR DIMENSIONS (inches)	
Head room (front driver-side)	40.0
Head room (passenger-side)	39.0
Head room (rear)	39.0
Leg room (front driver-side)	39.0
Leg room (passenger-side)	38.0
Leg room (rear)	38.0
AXLE RATIOS	
Front	4.300:1
Rear	4.300:1
2-SPEED TRANSFER CASE	
Gear ratios	High 1.000 Low 2.67:1
GROUND CLEARANCE	
Angle of approach	37°
Angle of departure	22.5°
Minimum running ground clearance	10.6"
CAPACITIES	
Gross vehicle weight (lb.)	5000
Cargo load	1000
Cargo volume (cu. ft.)	72
Fuel tank capacity (gallons)	24.5
TIRES	
Type	
Size	
EXTERIOR COLORS¹ (INTERIOR COLORS)	
	White (Gray or Brown leather interior) Medium Blue (Blue leather interior) Medium Blue (Gray leather interior)
MILEAGE ESTIMATES²	
	Turbo ECT 4-speed Automatic 17/19
ESTIMATED CITY MPG/ ESTIMATED HWY MPG	
N.A.—Not applicable. ¹ Models with ECT 4-speed automatic transmission. ² 3000-lb. Mod colors available in all models. Toyota 4WD vehicles are designed to fit	

Utah's 54 VISTAS

Lend Hand to Poor

ADDENDUM: A-31

By Frank Brunsmann
Tribune Staff Writer

Utah's statewide "louder voice for the nation's poor" — slogan of the domestic Peace Corps — is a mixed chorus of 54 VISTAS (as they call themselves).

Smaller town and rural area housing and rent subsidy programs for the elderly and other low-income persons is a prime concern of Ruth McGee, St. George, Volunteers in Service to America (VISTA) worker.

Executive director of the St. George Housing Authority, which she was instrumental in founding, her other activities range from helping to curb utility rate hikes to aiding citizen legislative input on social issues.

Housing Conditions

Despite denials by Washington County commissioners and other officials in five-county region of Iron, Washington, Kane, Garfield and Beaver, said Mrs. McGee this week, housing conditions in the area include "sometimes nothing and shacks, sometimes living out of campground tents for extended periods."

In Logan, "food taxes are hard to swallow" is a working Utah-developed slogan for use in informational operations by David Lamb, VISTA volunteer, affiliated with Utah Issues. This agency is headquartered at No. 8, Converse Hall, Westminster College, 1840-13th East, Salt Lake City.

According to Mr. Lamb, Utah's sales tax on food — currently under consideration for removal by the Utah Legislature — is "most regressive and unfair."

Food Tax 'Regressive'

A family with a "low income" of \$5,000 annually, he said, for instance, spends about 40 percent of its budget on food. "Modest" \$10,000 and "higher" \$22,000 income families, respectively, he added, put out approximately 26 percent and 18 percent on groceries.

VISTA is not immediately recognizable by many as a federal agency, said Carmen Relova, volunteer in Salt Lake City from Queens, N. Y.

Legal Matters of Poor

Irshad Aadil, a native of Pakistan and a New York University law graduate who has specialized in legal matters to benefit the poor while a VISTA in Utah, said there are no set laws in the state on landlord-tenant rights and responsibilities.

Court rulings, he continued, are expected to clarify the concept that

"retaliatory action" on the part of landlords against tenants is illegal. For instance, he said, fears should be alleviated that eviction could result because a tenant acts to prevent an apartment house fire by complaining about exposed or sparking electrical wiring.

Gary O'Neal, state director here of ACTION, not an acronym for anything but the federal agency for several volunteer services, including VISTA, the Peace Corps and Older American Volunteer Programs, 1864 S. State, reported this week:

— VISTA, essentially, is a manpower service to staff programs at low cost for the public dollar.

Paid \$304 a Month

— Volunteers, recruited both locally throughout the state and nationally, are paid \$304 a month — before taxes — and another taxed \$75 a month is set aside as a stipend upon completion of service of a year or more.

— The only legal requirement to becoming a VISTA volunteer (and some 25 more in addition to Utah's current 54 are said to be needed) is having reached, age 18. There is no upper age limit.

— Millions of Americans are part of a tradition they didn't choose and don't want — the cycle of poverty. Working to break the cycle are VISTA's 3,900 volunteers nationally from all walks of life.

'Partner' in Projects

— VISTA is a "partner in a community project run by community people." Volunteers live in the communities they serve. A local, nonprofit sponsoring organization defines problems and sets goals. Then VISTA is called for help (often other resources are called on as well), and the organization generally supervises the VISTA volunteers.

— VISTA projects in Utah also include bettering conditions for the physically handicapped, developing projects for senior citizens and creating community education programs on the Navajo and White Mesa Ute Indian reservations in southeastern Utah.

— "Although there is a great need for