



AIRCRAFT OWNERS AND PILOTS ASSOCIATION

AOPA, Box 19244, Southwest Station, Oklahoma City, Oklahoma 73144 • Telephone: (405)682-2511/1-800-654-4700 / Telex: 747-265

REPORT OF TITLE SEARCH

Prepared for:

Carol L. Palmore
c/o Office of the President
Aircraft Owners & Pilots Assn.
7315 Wisconsin Ave. Air Rights Bldg.
Bethesda, Md. 20014

Aircraft Description:

Registration No. N 3212T
Make & Model Cessna 177
Serial No. 17700512

Present Registered Owner: Dodds, James A., Dodds, David C., Nationwide Home
Security Corp., 17821 Mill Creek Dr. Derwood, Md. 20855

Type of Ownership: Co-ownership both above
Dated: 9-21-81 Signed: Illegible, Pres. As: Co-owners

Acquired By: Bill of Sale Executed: 8-29-81

Filed: 9-29-81 Recorded: 12-3-81 FAA Doc. # R17601

Previous Owner: Joe Zacko Associates, 13201 Hathaway Dr.,
Silver Spring, Md. 20906

ENCUMBRANCES:

NO LIENS OF RECORD.

SEE PAGE TWO...

By this report we undertake to provide only information from the records of aircraft maintained by the FAA Aircraft Registry, which constitutes those records received, examined and made a part of the public record by that office, on the particular aircraft described above at: 7:59 AM CST on Dec. 29, 19 81.

**PLEASE RETURN ENCLOSED "RED" INVOICE WITH YOUR
PAYMENT FOR PROPER CREDIT TO YOUR ACCOUNT.
THANK YOU**

By: Frostina Sexton
Frostina Sexton (al)
For: Aircraft Owners and Pilots Association

While every care has been exercised in the preparation of this report, AOPA cannot and does not guarantee the accuracy of the information obtained from FAA files and reported herein.

Please detach and return appropriate copy with payment to Aircraft Owners & Pilots Association, P.O. Box 5800 Washington, D.C. 20014. Thank You. PLEASE REMIT PAYMENT IMMEDIATELY UPON RECEIPT.

Name:

Amount Due: NO CHARGE

Re: N

Service Performed:

AOPA RECORDING REPORT

FOR: Carol L. Palmore
Office of the President
Aircraft Owners & Pilots Assoc.
7315 Wisconsin Ave.
Air Rights Bldg.
Bethesda, MD 20014

DATE: 12-3-82
RE: N-NUMBER: 3212T
MAKE & MODEL: Cessna 177
SERIAL NO: 17700512

The following action has been taken on documents routed to AOPA for filing with the FAA Aircraft Registry:

<u>DESCRIPTION OF DOCUMENT:</u>	<u>SUBMITTED FOR FILING:</u>	<u>FILED:</u>	<u>RECORDED:</u>	<u>FAA DOCUMENT NUMBER:</u>
BS exec. 11-24-82 from James A. Dodds, David C. Dodds, Nationwide Home Security Corp. to James A. Dodds, David C. Dodds and AFR	12-3-82	12-3-82	1-2283	X090345

Certificate Issued: 1-22-83

AFR Application for Registration
B/S Bill of Sale
CSC Conditional Sale Contract
CM Chattel Mortgage
SA Security Agreement
COR Certificate of Repossession

\$ 5.00 Fee paid by Ck. # 294 Drawn by: Carol L. Palmore, Joel F. Palmore to FAA.

Amount Due \$ NO CHARGE Bill: () Mastercard () VISA or () Billing Is Attached.

Jammie Hill

FOR: Aircraft Owners & Pilots Association
P.O. Box 19244 S.W. Station
Oklahoma City, Oklahoma 73144
1-800-654-4700, 405-682-2511.

beb

Page # Two
Aircraft N 3212T
Ref: _____

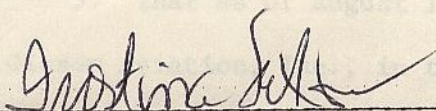
REMARKS:

On 4-16-68 the aircraft was registered to Peter Christian
Andresen, P.O. Box 58, Kensington, Md. 20795.

The next transfer document in file is a Bill of
Sale executed 8-10-81, filed 8-28-81 recorded 12-3-81 from
Gibson Aviation, Inc. to Joe Zacko Associates.

Attached to said Bill of Sale is a Affidavit executed
8-10-81 filed 8-28-81 by Joseph W. Gibson III, Pres. of
Gibson Aviation, Inc.

For more detailed information, see copy of Affidavit
attached hereto and made a part hereof by reference.



Frostina Sexton (al)

AFFIDAVIT

STATE OF MARYLAND)
 COUNTY OF MONTGOMERY) ss:

I, JOSEPH W. GIBSON, III, after first being duly sworn upon oath, depose and say as follows:

1. That I am president of Gibson Aviation, Inc., a corporation organized and existing under the laws of the State of Maryland.

2. That I am over the age of 21 years, have personal knowledge of the facts herein stated, and am competent to be a witness thereto.

3. That Gibson Aviation, Inc., is the fixed base operator at Montgomery County Airpark, 7940 Airpark Drive, Gaithersburg, Maryland 20760.

4. That from August 1, 1978, to the present date, one Peter C. Andresen, the owner of a Cessna 177 aircraft, Registration No. N3212T, Serial No. 17700512, failed and refused to pay his tiedown charges, despite repeated billings.

5. That as of August 10, 1981, Peter C. Andresen was indebted to Gibson Aviation, Inc., in the amount of \$1,275.00 for tiedown charges.

6. That the provisions of Maryland law, specifically Title 16-202, Commercial Law Volume, Code of Maryland, provides that a fixed base operator in the position of Gibson Aviation, Inc., has a lien on aircraft for charges incurred for "storage, parking, handling or tiedown".

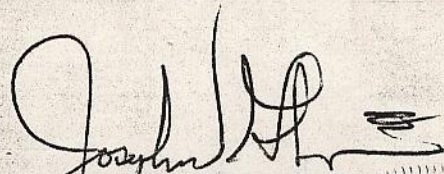
7. The provisions of Section 16-203 provide that the lienor may retain possession of the aircraft until the charges are paid or until the lien is discharged in accordance with the provisions of Section 16-207, which provides for the public sale of the property after notice published in a local newspaper and notice to the owner of the aircraft by registered or certified mail.

8. That in accordance with the above-quoted statute, Gibson Aviation, Inc., did in fact publish a notice in the Montgomery County Journal on July 29 and on August 5, 1981. A certificate of the Journal Newspaper is annexed hereto as an exhibit and prayed to be read as a part hereof.

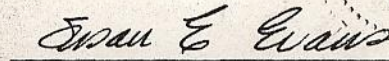
9. In addition, certified mail was sent to Peter C. Andresen at his last known home address, his last known business address, and at the address to which billings were addressed each month by Gibson Aviation, Inc. Copies of the envelopes are annexed hereto, all of which were returned by the Postmaster as unclaimed.

10. That a sale was held pursuant to the newspaper advertisement on the 10th day of August, 1981. The aircraft in question was purchased by Joe Zacko Associates for a price of \$2,000.00, and the proceeds of sale have been applied in accordance with the provisions of Article 16-207, Commercial Law Volume, Code of Maryland.

11. Your affiant believes that he has fully complied with all applicable provisions of Maryland law and is fully entitled to execute a bill of sale conveying title to the Cessna 177 aircraft to Joe Zacko Associates.


JOSEPH W. GIBSON, III

SUBSCRIBED & SWORN to before me this 10th day of August, 1981.


Notary Public

My Commission Expires: 7-1-82

0 0 0 0 0 1 0 7 4

THE Journal NEWSPAPERS

475 SCHOOL ST., S.W., WASH. D.C. 20024 TEL. 202-554-7552

GOLDBEG & AXEL
ATTN: DAVID S. GOLDBERG
51 MONROE STREET
ROCKVILLE, MARYLAND 20850

JULY 30,

ACCOUNT NO: 22
FOR INFORM
(202) 554

--- INVOICE ---

ORDER NUMBER: SALE-CESSNA ORDER DATE: 07,

CAPTION: NOTICE OF SALE

SIZE OF AD: 64 LINES 1 COLUMN

CLASSIFICATION: LEGAL

64 LINES @ \$.51 \$ 32.64

TOTAL INSERTIONS: 2

TOTAL AMOUNT DUE: \$ 65.28

-CERTIFICATE OF PUBLICATION-

AUGUST 5, 1981

I HEREBY CERTIFY THAT THE ATTACHED ADVERTISEMENT OF

---NOTICE OF SALE---

FOR GOLDBEG & AXEL

WAS PUBLISHED IN THE MONTGOMERY JOURNAL, A NEWSPAPER IN THE COUNTY/CITY OF MONTGOMERY, ENTIRELY IN THE ENGLISH LANGUAGE, AND HAVING A BONA FIDE LIST OF SUBSCRIBERS LOCATED IN THE AFOREMENTIONED COUNTY/CITY AND ENTERED AS SECOND CLASS MATTER UNDER THE POSTAL LAWS AND REGULATIONS OF THE UNITED STATES AT THE POST OFFICE IN WASHINGTON, D.C. FOR 2 SUCCESSIVE WEEKS/ISSUES COMMENCING WITH THE ISSUE OF JULY 29, 1981.

Deborah R. Pickett

SWORN TO ME AND SUBSCRIBED BEFORE ME THIS
5TH DAY OF AUGUST, 1981

(SEAL)

Susan H. Brown
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1986

-PLEASE RETURN ONE COPY WITH PAYMENT-

DAVID S. GOLDBERG,
ESQUIRE
51 Monroe Street
Rockville, Maryland 20850
279-7500

NOTICE OF SALE PURSU-
ANT TO ARTICLE 16-101,
C.L., CODE OF MARYLAND
Pursuant to the provisions
of Article 16-101, et seq., Com-
mercial Law Volume, Code of
Maryland, as amended, Gib-
son Aviation, Inc., will sell at
public sale, on the 10th day of
August, 1981, at 10:00 a.m. in
front of the Terminal Building
at Montgomery County Air-
park, 7940 Airpark Drive,
Gaithersburg, Maryland
20760, the following described
aircraft: A 1968 green and
white Cessna Cardinal 177,
fixed gear, with 1149.47 hrs
tach time, FAA Registration
No. N32127, Serial number
17700512. Avionics include a
Cessna 300 Nav Comm and a
Narco ADF29. Log books are
not available, however, the
last annual is believed to have
been performed in May 1977.
No key available, no owner's
manual available, and no
maintenance records avail-
able. Aircraft to be sold "as
is" without warranties, ex-
press, implied or statutory.
Aircraft will be sold subject to
liens or encumbrances which
will be announced at sale.
Terms of Sale: Cash or
certified check in full pay-
ment at the time of sale.
The aircraft may be in-
spected at any time prior to
sale at Montgomery County
Airpark, 7940 Airpark Drive,
Gaithersburg, Maryland
20760.
David S. Goldberg
July 29, 1981
Aug 5, 1981
M10322

000001075

LAW OFFICES
GOLDBERG & AXEL
51 MONROE STREET
ROCKVILLE, MARYLAND 20850

279-750

CLAIM CHECK NO.
454584

☐ HOLD

DATE

1ST NOTICE

2ND NOTICE

RETURN

Detached from
PS Form 3840-A
May 1979

CERTIFIED MAIL--
RETURN RECEIPT REQUESTED
DELIVER TO ADDRESSEE ONLY

CERTIFIED
No. **830069**
MAIL

PRINCE GEORGE'S MD 207
PM
13 JUL
1981

ROCKVILLE MD
JUL 13 1981
FBI

Mr. Peter C. Andresen
3700 Decatur Avenue
Kensington, Maryland 20795

LAW OFFICES
GOLDBERG & AXEL
51 MONROE STREET
ROCKVILLE, MARYLAND 20850

CLAIM CHECK NO.
34678

CERTIFIED MAIL--
RETURN RECEIPT REQUESTED
DELIVER TO ADDRESSEE ONLY

☐ HOLD
DATE
8-4-81
1ST NOTICE

2ND NOTICE

RETURN

Detached from
PS Form 3840-A
May 1979

CERTIFIED
No. **830071**
MAIL

CLAIM CHECK NO.
589055

☐ HOLD

DATE

7-14-81

1ST NOTICE

7-21

2ND NOTICE

7-24

RETURN

Detached from
PS Form 3840-A
May 1979

PRINCE GEORGE'S MD 207
PM
13 JUL
1981

ROCKVILLE MD
JUL 13 1981
FBI

Mr. Peter C. Andresen
P. O. Box 58
Kensington, Maryland 20795

Redal 8.5

LAW OFFICES
GOLDBERG & AXEL
51 MONROE STREET
ROCKVILLE, MARYLAND 20850

CLAIM CHECK NO.
04943

CERTIFIED MAIL--
RETURN RECEIPT REQUESTED
DELIVER TO ADDRESSEE ONLY

☐ HOLD

DATE

7-31-81

1ST NOTICE

8-4

2ND NOTICE

RETURN

Detached from
PS Form 3840-A
May 1979

CERTIFIED
No. **830070**
MAIL

CLAIM CHECK NO.
390508

☐ HOLD

DATE

7-21-81

1ST NOTICE

7-23

2ND NOTICE

7-29

RETURN

Detached from
PS Form 3840-A
May 1979

RETURNED TO SENDER
UNCLAIMED

ROCKVILLE MD
JUL 13 1981
FBI

Mr. Peter C. Andresen
c/o Forest Glen Country Store
6 Post Office Road
Silver Spring, Maryland

Redal 8.5

AOPA RECORDING REPORT

FOR: Carol L. Palmore
Office of the President
Aircraft Owners & Pilots Assn.
7315 Wisconsin Ave. Air Rights Bldg.
Bethesda, Md. 20014

DATE: 9-28-81

RE: N-NUMBER: N3212T

MAKE & MODEL: Cessna 177

SERIAL NO. 17700512

The following action has been taken on documents routed to AOPA for filing with the FAA Aircraft Registry:

DESCRIPTION OF DOCUMENT:

SUBMITTED
FOR FILING:

FILED:

RECORDED:

FAA DOCUMENT
NUMBER:

BS ex. 8-29-81 from Joe Zacko Associates

Owner-Sole Proprietor to Dodds, James A.,

Dodds, David C., Nationwide Home Security

Corporation and AFR

9-29-81

10:29
AM

9-29-81 12-3-81 R17601

Certificate Issued: 12-3-81

B/S - Bill of Sale
CSC - Conditional Sale Contract
CM - Chattel Mortgage
SA - Security Agreement
COR - Certificate of Repossession



FOR: Aircraft Owners & Pilots Association

\$ 5.00 fee paid by check No. 0135 drawn by DPD ENTERPRISES to FAA.

NO FILING CHARGE -

**"PLEASE RETURN ENCLOSED "RED" INVOICE WITH YOUR
PAYMENT FOR PROPER CREDIT TO YOUR ACCOUNT. THANK
YOU!"**

"Please detach and return to: Aircraft Owners and Pilots
Assn., Box 5800, Washington, D.C. 20014" Thank You!

NAME: _____ AMOUNT DUE: _____

RE: N- _____ SERVICE PERFORMED: _____

File Re: N-3212T
SN. 17700512
Cessna 177

GOLDBERG & AXEL
ATTORNEYS AT LAW
SUITE 802, GBS BUILDING
51 MONROE STREET
ROCKVILLE, MARYLAND 20850
TELEPHONE: (301) 279-7500

DAVID S. GOLDBERG
NEIL EDWARD AXEL

September 1, 1981

HOWARD COUNTY OFFICE:
10632 LITTLE PATUXENT PKWY.
COLUMBIA, MD 21044
TELEPHONE: (301) 982-1999

DISTRICT OF COLUMBIA OFFICE:
3515 RITTENHOUSE ST., N.W.
WASHINGTON, D. C. 20015
TELEPHONE: (202) 833-3066

Mr. Joseph Zacko
13201 Hathaway Drive
Silver Spring, Md. 20906

Re: Cessna Cardinal 177
N3212T

Dear Mr. Zacko:

In connection with the above-transaction, this will confirm that you purchased the referenced aircraft on August 10, 1981, and that the appropriate documents necessary to transfer title have been forwarded to the FAA in Oklahoma City.

At the time of the sale there were two liens on the aircraft, one in the amount of \$16,116.70 held by First Greenville National Bank which represented the original financing of the plane. That lien was released by Greenville National Bank on August 10, 1981, and a release form has been filed with the FAA in Oklahoma City.

The other lien was a mechanic's lien filed May 8, 1974, by Hasco in the amount of \$619.79. I have reviewed the lien claim filed by Hasco as well as the mechanic's lien law which existed in 1974, Article 1A, §24, and have concluded that the lien claimed by Hasco is no longer enforceable. Firstly, a mechanic's lien filed under the above-quoted section is a "possessory lien" and would not survive the relinquishment by Hasco of actual physical custody of the aircraft. Secondly, the statute of limitations, three years, has long since expired. In short, I see no possibility that Hasco's claim could represent a valid lien on the aircraft and that although the lien remains a matter of record with the FAA you in fact will take title free and clear of that encumbrance.

Mr. Joseph Zacko
September 1, 1981
Page Two

My conversations with representatives of the FAA indicate that it is their policy to file just about anything that is sent to them by sellers and purchasers of aircraft, and that they take no position with respect to validity or enforcement. I believe that the mechanic's lien will remain a matter of record, but, as I indicated above, should not be any source of concern to you.

Sincerely,

A handwritten signature in dark ink, appearing to be "David S. Goldberg", written over a horizontal line.

DSG:seg

REGISTRATION NOT TRANSFERABLE

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION — FEDERAL AVIATION ADMINISTRATION
CERTIFICATE OF AIRCRAFT REGISTRATION

This certificate
must be in the air-
craft when operated.

NATIONALITY AND
REGISTRATION MARKS: **N 3212T**

AIRCRAFT
SERIAL NO. **17700512**

MANUFACTURER AND MANUFACTURER'S DESIGNATION OF AIRCRAFT
CESSNA 177

ISSUED TO

DODDS JAMES A
NATIONWIDE HOME SECURITY CORP
DODDS DAVID C
17821 MILL CREEK DRIVE
DERWOOD MD 20855

CO-OWNER

This certificate is
issued for registra-
tion purposes only
and is not a certifi-
cate of title.
The Federal Avia-
tion Administration
does not determine
rights of ownership
as between private
persons.

It is certified that the above described aircraft has been entered on the register of the Federal Aviation Administration, United States of America, in accordance with the Convention on International Civil Aviation dated December 7, 1944, and with the Federal Aviation Act of 1958, and regulations issued thereunder.

DATE OF ISSUE

DEC. 03, 1981

[Signature]
Administrator



UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

AIRCRAFT BILL OF SALE

FOR AND IN CONSIDERATION OF \$1-AOVG THE UNDERSIGNED OWNER(S) OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

UNITED STATES
REGISTRATION NUMBER **N - 3212T**
AIRCRAFT MANUFACTURER & MODEL
CESSNA 177
AIRCRAFT SERIAL No.
17700512

DOES THIS **29TH** DAY OF **AUGUST** **1981**
HEREBY SELL, GRANT, TRANSFER AND
DELIVER ALL RIGHTS, TITLE, AND INTERESTS
IN AND TO SUCH AIRCRAFT UNTO:

Do Not Write In This Block
FOR FAA USE ONLY

PURCHASER

NAME AND ADDRESS
(If individual(s), give last name, first name, and middle initial.)


DODDS, JAMES A.
DODDS, DAVID C.
NATIONWIDE HOME SECURITY CORP.
17821 MILL CREEK DRIVE
DERWOOD, MARYLAND 20855

DEALER CERTIFICATE NUMBER

AND TO EXECUTORS, ADMINISTRATORS, AND ASSIGNS TO HAVE AND TO HOLD
SINGULARLY THE SAID AIRCRAFT FOREVER, AND WARRANTS THE TITLE THEREOF.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL THIS **29TH** DAY OF **AUGUST** **81**

SELLER

NAME (S) OF SELLER (TYPED OR PRINTED)	SIGNATURE (S) (IN INK) (IF EXECUTED FOR CO-OWNERSHIP, ALL MUST SIGN.)	TITLE (TYPED OR PRINTED)
JOE ZACKO ASSOCIATES		OWNER - SOLE PROPRIETOR

ACKNOWLEDGMENT (NOT REQUIRED FOR PURPOSES OF FAA RECORDING; HOWEVER, MAY BE REQUIRED
BY LOCAL LAW FOR VALIDITY OF THE INSTRUMENT.)

PURCHASER'S COPY (This copy must be signed in ink if
submitted to the FAA.)

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION
AIRCRAFT REGISTRATION APPLICATION

CERT. ISSUE DATE

UNITED STATES
REGISTRATION NUMBER **N - 3212T**
AIRCRAFT MANUFACTURER & MODEL
CESSNA 177
AIRCRAFT SERIAL No.
17700512

FOR FAA USE ONLY

TYPE OF REGISTRATION (Check one box)

☐ 1. Individual ☐ 2. Partnership ☐ 3. Corporation ☒ 4. Co-Owner ☐ 5. Gov't.

NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.)

DODDS, JAMES A.
DODDS, DAVID C.
NATIONWIDE HOME SECURITY CORP.

ADDRESS (Permanent mailing address for first applicant listed.)

Number and street: **17821 MILL CREEK DRIVE**

Rural Route:

P. O. Box:

CITY

DERWOOD

STATE

MARYLAND

ZIP CODE

20855

☐ CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS




ATTENTION! Read the following statement before signing this application.

A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).

CERTIFICATION

WE CERTIFY that the above described aircraft (1) is owned by the undersigned applicant(s), who is/are citizen(s) of the United States as defined in Sec. 101(13) of the Federal Aviation Act of 1958; (2) is not registered under the laws of any foreign country; and (3) legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.

NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.

EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE	TITLE	DATE
		CO-OWNER	9/21/81
		CO-OWNER	9/21/81
	SIGNATURE	TITLE	DATE
		PRESIDENT & CO-OWNER	9/21/81

NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.

GOLDBERG & AXEL
ATTORNEYS AT LAW
SUITE 802, GBS BUILDING
51 MONROE STREET
ROCKVILLE, MARYLAND 20850
TELEPHONE: (301) 279-7500

DAVID S. GOLDBERG
NEIL EDWARD AXEL

September 16, 1981

HOWARD COUNTY OFFICE:
10632 LITTLE PATUXENT PKWY.
COLUMBIA, MD 21044
TELEPHONE: (301) 982-1999

DISTRICT OF COLUMBIA OFFICE:
3515 RITTENHOUSE ST., N.W.
WASHINGTON, D. C. 20013
TELEPHONE: (202) 833-3066

Mr. David A. Berg
Law Clerk
Goldstein, Blitz & Rosenberg, P.A.
7315 Wisconsin Avenue
Bethesda, Maryland 20814

Dear Mr. Berg:

Thank you for your letter of September 15, 1981, concerning the Hasco matter. I must respectfully disagree with your conclusions although, as your research no doubt indicates, there is virtually no case law in the State of Maryland pertaining to these types of liens.

Black's Law Dictionary defines a "specialty" as a contract under seal. A "specialty debt" is defined as a debt due or acknowledged to be due by deed or instrument under seal. I would be fairly comfortable in concluding that the word "specialty" as used in Section 5-102 of the Courts and Judicial Proceedings Volume was not intended to include anything other than a contract under seal, an acknowledged deed, etc. I do not believe that the 12 year statute of limitations would apply.

With regard to the existence of the lien itself, and its enforceability, Section 16-101 and 16-202 of the Commercial Law Volume was not enacted until 1975 and substantially changed the pre-existing law. It was always my understanding that the lien that was created by Article 1A, Section 24 of the previous law was a possessory lien and that once possession was lost the lien was lost. MLE, Volume 1 under Aeronautics, Section 12, states that:

"A mechanic's lien exists on aircraft for expenses or charges incurred by any airport for repair, rebuilding, maintenance, storage, etc., of such aircraft, and the aircraft may be retained until all of the expenses or charges have been paid in full." (Emphasis added.)

Mr. David A. Berg
Goldstein, Blitz & Rosenberg, P.A.
September 16, 1981
Page Two

Even under the new law, Section 16-203 provides that:

"The lienor may retain possession of the property subject to the lien until: (1) the charges which give rise to the lien are paid; or (2) the lien is otherwise discharged in accordance with this sub-title." (Emphasis added.)

The foregoing Section 16-203(2) leads you to the provisions of Section 16-207 which state, in pertinent part:

"If the charges which give rise to a lien are due and payable for thirty (30) days and the lienor is in possession of the property subject to the lien, the lienor may sell the property to which the lien attaches at public sale. * * * " (Emphasis added.)

It seems to me that the lien is therefore clearly possessory in nature and that since Hasco has not been in possession of the aircraft for some 7-1/2 years, it is hard to understand how, even if the lien does somehow abstractly exist, it can be enforced.

I am somewhat troubled by the absence of the statute of limitations in the current law and have not been able to find any case law which would explain it. It would seem to me that a mechanic's lien, as in this case, is not the debt itself, nor is it evidence of a debt, but merely a security device afforded by statute to enhance collection. I find it hard to believe that if the underlying debt is not enforced within the period of the statute of limitations that the filing of a lien can somehow extend the statute for what would be an indefinite time. Such a conclusion is inconsistent with the whole concept of having a statute of limitations.

The only case I have found that comes even close to any of the issues in this case is Patapsco Trailer v. Eastern Freightways, 318 A.2d 817, 271 Md. 558 (1974). That case dealt with an automobile garage keeper's lien. The owner of the garage had apparently relinquished possession of a vehicle it had repaired and later, not having been paid, went to the premises of the owner of the vehicle and in effect repossessed it. The trial judge in the lower court had held that:

"As a result of the unqualified surrender of the truck to Eastern the lien was lost and Patapsco was not entitled to repossess the vehicle from Eastern in order to re-establish a lien which by its own act it had extinguished."

Mr. David A. Berg
Goldstein, Blitz & Rosenberg, P.A.
September 16, 1981
Page Three

The Court of Appeals held that at common law such a lien, being dependent upon possession, was waived or lost when the lienholder voluntarily or unconditionally parted with possession or control of the property to which the lien had attached and that the lien could not thereby be restored by a resumption of possession.

While the Patapsco case is not directly on point, I think it does lend support to my view that the lien cannot survive a relinquishment of possession, or that even if it does somehow survive the relinquishment of possession it becomes an abstract right which cannot be directly enforced in the usual manner, that is, by public sale of the vehicle. In the absence of a method of enforcement the lien becomes only a cloud on the title and nothing more.

Lastly, reference is made to 51 AmJur 2d "Liens", Section 40 et seq. There is a substantial body of authority that a lien such as the type with which we are here concerned may be extinguished by lapse of time or by laches, by waiver or by estoppel, or by simply the failure to assert the lien. I believe that all of these defenses would be available in this case.

I would once again urge you to communicate with your client and determine whether or not they will accept a settlement of \$50.00 to clear the record. There are only two alternatives-- the first that the lien will remain on the aircraft and create a cloud on the title in the future. This is not considered a serious problem since the aircraft when it was sold by Gibson had not been flown for approximately four years, was not airworthy, and will probably be disassembled and sold in parts. The existence of the lien would therefore make no difference.


Alternatively, we are going to become involved in a great deal of litigation over the matter.

Incidentally, it occurs to me that it may be that your lien was extinguished by reason of the Gibson lien. Gibson's lien was certainly a valid one, and if the aircraft was sold to satisfy that lien it might very well serve to terminate previous unmatured and unexecuted liens. This is somewhat analogous to the situation with regard to attachments. Although multiple attachments may be placed upon a debtor's property by various creditors, the first one to actually advertise and sell the property will be the one to be paid from the proceeds. Stated another way, it's not the first one to file an attachment who gets paid, it's the first one to file an attachment and follow through with a Sheriff's sale.

Mr. David A. Berg
Goldstein, Blitz & Rosenberg, P.A.
September 16, 1981
Page Four

In any event, I look forward to hearing from you.

Sincerely,



David S. Goldberg

DGSLseg

LAW OFFICES
GOLDSTEIN, BLITZ & ROSENBERG, P.A.
SUITE 400 - NORTH
7315 WISCONSIN AVENUE
BETHESDA, MARYLAND 20814

(301) 652-6808
TELEX 89-2407

VICTOR J. ROSENBERG*†
MARK S. GOLDSTEIN*
ARTHUR H. BLITZ*†
PHILIP J. McNUTT
GREGORY H. PETERSEN

*ALSO ADMITTED IN D.C.
†ALSO ADMITTED IN VIRGINIA

VIRGINIA OFFICE
1518 KING STREET
ALEXANDRIA, VIRGINIA 22314

September 15, 1981

David S. Goldberg
Goldberg & Axel
Suite 802
51 Monroe Street
Rockville, Maryland 20850

**FOR YOUR
INFORMATION**

Re: Hasco Lien

Dear David:

Thank you for the copy of the Mechanic's Lien regarding the airplane purchased by your client, *Gerald Zacko*.

After spending more time in research and telephone calls than I expected or cared to, I have reached the conclusion, much to my surprise, that under Maryland law (as it now exists), the Mechanic's Lien against the subject Cessna is still enforceable. This conclusion is based on the following:


- A) Under Section 16-101 et seq., Commercial Law Article, there is no statutory limitation on the enforcement of the Mechanic's Lien against personalty.
- B) It appears to me that an action on a Mechanic's Lien would be a "specialty" under Section 5-102 of the Courts and Judicial Proceedings Article. As such, the period of limitations would be twelve years and not three.

I do not wish to drag this matter out, but I would appreciate receiving your comments on this question. I have checked with Bob Sanders, and his records indicate that the lien was never paid.

September 15, 1981
David S. Goldberg
Page Two

Looking forward to your reply, I remain

Very truly yours,
GOLDSTEIN, BLITZ & ROSENBERG, P.A.



David A. Berg
Law Clerk

DAB/ded

GOLDBERG & AXEL
ATTORNEYS AT LAW
SUITE 802, GBS BUILDING
51 MONROE STREET
ROCKVILLE, MARYLAND 20850
TELEPHONE: (301) 279-7500

DAVID S. GOLDBERG
NEIL EDWARD AXEL

September 1, 1981

HOWARD COUNTY OFFICE:
10632 LITTLE PATUXENT PKWY.
COLUMBIA, MD 21044
TELEPHONE: (301) 982-1999

DISTRICT OF COLUMBIA OFFICE:
3515 RITTENHOUSE ST., N.W.
WASHINGTON, D. C. 20015
TELEPHONE: (202) 833-3066

Mr. Joseph Zacko
13201 Hathaway Drive
Silver Spring, Md. 20906

Re: Cessna Cardinal 177
N3212T

Dear Mr. Zacko:

In connection with the above-transaction, this will confirm that you purchased the referenced aircraft on August 10, 1981, and that the appropriate documents necessary to transfer title have been forwarded to the FAA in Oklahoma City.

At the time of the sale there were two liens on the aircraft, one in the amount of \$16,116.70 held by First Greenville National Bank which represented the original financing of the plane. That lien was released by Greenville National Bank on August 10, 1981, and a release form has been filed with the FAA in Oklahoma City.

The other lien was a mechanic's lien filed May 8, 1974, by Hasco in the amount of \$619.79. I have reviewed the lien claim filed by Hasco as well as the mechanic's lien law which existed in 1974, Article 1A, §24, and have concluded that the lien claimed by Hasco is no longer enforceable. Firstly, a mechanic's lien filed under the above-quoted section is a "possessory lien" and would not survive the relinquishment by Hasco of actual physical custody of the aircraft. Secondly, the statute of limitations, three years, has long since expired. In short, I see no possibility that Hasco's claim could represent a valid lien on the aircraft and that although the lien remains a matter of record with the FAA you in fact will take title free and clear of that encumbrance.

Mr. Joseph Zacko
September 1, 1981
Page Two

My conversations with representatives of the FAA indicate that it is their policy to file just about anything that is sent to them by sellers and purchasers of aircraft, and that they take no position with respect to validity or enforcement. I believe that the mechanic's lien will remain a matter of record, but, as I indicated above, should not be any source of concern to you.

Sincerely,

A handwritten signature in dark ink, appearing to be "David S. Goldberg", written over a horizontal line.

DSG:seg



AIRCRAFT OWNERS AND PILOTS ASSOCIATION

AOPA, Box 18244, Southwest Station, Oklahoma City, Oklahoma 73144 • Telephone: (405) 682-2511 / 1-800-654-4700 / Telex: 747-265

"PRELIMINARY" **REPORT OF TITLE SEARCH** "PRELIMINARY"

Prepared for:

James Dodds
17821 Mill Creek Dr.
Derwood, Md. 20855

Aircraft Description:

Registration No. N N3212T
Make & Model Cessna 177
Serial No. 177-000512

Present Registered Owner: Peter Christian Andresen, P. O. Box 58,
Kensington, MD 20795

Type of Ownership: Individual Dated: Not shown Signed: Above As: Not Shown

Acquired By: Bill of Sale Executed: 3-27-68

Filed: 4-5-68 Recorded: 4-16-68 FAA Doc. # A255235

Previous Owner: Greenville Aviation, Inc, Rt. 4, Majors Field, Greenville, TX 75401

ENCUMBRANCES:

TYPE: Chattel Mortgage FOR \$ 16,116.70 EXECUTED: 4-2-68

FILED: 4-5-68 RECORDED: 4-16-68 FAA DOC. # A255236

BY: Peter Christian Andresen, P. O. Box 58, Kensington, MD 20795

FAVOR: First Greenville National Bank, Box 1044, Greenville, TX

SEE PAGE TWO

By this report we undertake to provide only information from the records of aircraft maintained by the FAA Aircraft Registry, which constitutes those records received, examined and made a part of the public record by that office, on the particular aircraft described above at: 7:59 AM CDT on 8-28-81, 1981.

**PLEASE RETURN ENCLOSED "RED" INVOICE WITH YOUR
PAYMENT FOR PROPER CREDIT TO YOUR ACCOUNT
THANK YOU**

By: Frostina Sexton
FROSTINA SEXTON (hb)
For: Aircraft Owners and Pilots Association

While every care has been exercised in the preparation of this report, AOPA cannot and does not guarantee the accuracy of the information obtained from FAA files and reported herein.

Please detach and return appropriate copy with payment to Aircraft Owners & Pilots Association, P.O. Box 5800 Washington, D.C. 20014. Thank You. PLEASE REMIT PAYMENT IMMEDIATELY UPON RECEIPT.

Name: JAMES DOBBS

Amount Due: \$10.00

Re: N N3212T

Service Performed:

PRELIMINARY TITLE SEARCH

Page # 2

Aircraft N 3212T

Ref: _____

TYPE: Mechanic's Lien FOR: \$619.79 EXECUTED: Not shown

FILED: 5-1-74 RECORDED: 5-8-74 FAA DOC. # S59526

BY: Helicopter Airplane Services Corporation, Montgomery County Airpark,
Gaithersburg, MD 20760

AGAINST: Peter Christian Andresen

FOR: Inspection, repair and parts provided 2-11-74

Frostina Sexton
FROSTINA SEXTON (hb)

Page # 3
Aircraft N 3212T
Ref: _____

PRELIMINARY TITLE SEARCH


By this report we undertake to provide only information from the records of aircraft maintained by the FAA Aircraft Registry, which constitutes those records received, BUT not examined and made a part of that record on the aircraft described as of the date of this report. This is merely a "Preliminary Report" and the final written Report of Title Search may be issued when the documents filed have been examined and made a part of the record by FAA:

REMARKS: RE: UNPROCESSED FAA DOCUMENTS:

The file contains the following unrecorded documents filed on 8-24-81.

Release of FAA Doc. #A255236 executed 8-10-81 by Greenville National Bank, Box 1044, Greenville, TX

Frostina Sexton
FROSTINA SEXTON (hb)

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION-MIKE MONROE AERONAUTICAL CENTER AIRCRAFT REGISTRATION APPLICATION			CERT. ISSUE DATE
UNITED STATES REGISTRATION NUMBER N 3212T			FOR FAA USE ONLY
AIRCRAFT MANUFACTURER & MODEL Cessna Cardinal 177			
AIRCRAFT SERIAL No. 17700512			
TYPE OF REGISTRATION (Check one box)			
<input checked="" type="checkbox"/> 1. Individual <input type="checkbox"/> 2. Partnership <input type="checkbox"/> 3. Corporation <input type="checkbox"/> 4. Co-Owner <input type="checkbox"/> 5. Gov't.			
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give last name, first name, and middle initial.) <div style="text-align: center;"> Joe Zacko Associates 13201 Hathaway Drive Silver Spring, Md. 20906 </div>			
ADDRESS (Permanent mailing address for first applicant listed.)			
Number and street: 13201 Hathaway Drive			
Rural Route: _____ P.O. Box: _____			
CITY Silver Spring	STATE MD	ZIP CODE 20906	
<input type="checkbox"/> CHECK HERE IF YOU ARE ONLY REPORTING A CHANGE OF ADDRESS ATTENTION! Read the following statement before signing this application. A false or dishonest answer to any question in this application may be grounds for punishment by fine and/or imprisonment (U.S. Code, Title 18, Sec. 1001).			
CERTIFICATION			
I/WE CERTIFY:			
(1) That the above aircraft is owned by the undersigned applicant, who is: Check one as appropriate			
a. <input checked="" type="checkbox"/> A citizen of the United States;			
b. <input type="checkbox"/> A resident alien, with alien registration (Form 1-151 or Form 1-551) No. _____			
c. <input type="checkbox"/> A foreign-owned corporation organized and doing business under the laws of (state or possession) _____, and said aircraft is based and primarily used in the United States. Records of flight hours are available for inspection at _____			
(2) That the aircraft is not registered under the laws of any foreign country; and			
(3) That legal evidence of ownership is attached or has been filed with the Federal Aviation Administration.			
NOTE: If executed for co-ownership all applicants must sign. Use reverse side if necessary.			
EACH PART OF THIS APPLICATION MUST BE SIGNED IN INK.	SIGNATURE Joseph Zacko	TITLE OWNER Sole proprietor	DATE 8/10/81
	SIGNATURE 	TITLE OWNER Sole proprietor	DATE 8/14/81
	SIGNATURE	TITLE	DATE
NOTE: Pending receipt of the Certificate of Aircraft Registration, the aircraft may be operated for a period not in excess of 90 days, during which time the PINK copy of this application must be carried in the aircraft.			

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

OMB APPROVAL
NOT REQUIRED

THIS FORM SERVES TWO PURPOSES

PART I acknowledges the recording of a security conveyance covering the collateral shown.
PART II is a suggested form of release which may be used to release the collateral from the terms of the conveyance.

PART I - CONVEYANCE RECORDATION NOTICE

NAME (last name first) OF DEBTOR

Andresen, Peter C.

NAME and ADDRESS OF SECURED PARTY/ASSIGNEE

First Greenville National Bank
Box 1044
Greenville, Texas

NAME OF SECURED PARTY'S ASSIGNOR (if assigned)

N.A.

Do Not Write In This Block
FOR FAA USE ONLY.

FAA REGISTRA-
TION NUMBER

N3212T

AIRCRAFT
SERIAL NUMBER

17700512

AIRCRAFT MFR. (BUILDER) and MODEL

Cessna Cardinal 177

ENGINE MFR. and MODEL

--

ENGINE SERIAL NUMBER(S)

--

PROPELLER MFR. and MODEL

--

PROPELLER SERIAL NUMBER(S)

--

THE SECURITY CONVEYANCE DATED 4/2/68

COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REG-
ISTRY ON 4/16/68 AS CONVEYANCE NUMBER A255236

FAA CONVEYANCE EXAMINER

PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry when terms of the conveyance have been satisfied. See below for additional information.)

THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED: PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

This form is only intended to be a suggested form of release, which meets the recording requirements of the Federal Aviation Act of 1958, and the regulations issued thereunder. In addition to these requirements, the form used by the security holder should be drafted in accordance with the pertinent provisions of local statutes and other applicable federal statutes. This form may be reproduced. There is no fee for recording a release. Send to FAA Aircraft Registry, P. O. Box 25504, Oklahoma City, Oklahoma 73125.

ACKNOWLEDGEMENT (If Required By
Applicable Local Law)

DATE OF RELEASE: August 10, 1981
Greenville National Bank

(Name of security holder)

SIGNATURE (in ink)

TITLE Chairman of the Board

(A person signing for a corporation must be a corporate officer or hold a managerial position and must show his title. A person signing for another should see Parts 47 and 49 of the Federal Aviation Regulations (14 CFR).

AUG 19 1981

(Copy)

Application for Registration N-3212T
Ser. No. 177000512

Co-Owners:

James A. Rodds

Marion C. Rodds

Nationwide Home Security Corp.

Joe Palmore, President

17821 Mill Creek Dr.

Rowwood, Md. 20855

Present Owner:

Joe Zech Associates

13201 Hathaway Dr.

Silver Spring, Md 20904

#760 - Joe Zech

Hanged for Sept

95⁰⁰

BINDER NO. 212703 EFFECTIVE 8 29 81 12:01AM

Charles W. Dodds
UNDERWRITERS SIGNATURE

Bethesda (800) 638-8440
AVEMCO OFFICE PHONE NO.

SOURCE
RFAOT

POLICYHOLDER

**THIS COPY IS
FOR YOUR RECORDS**

Policyholder and Address:

James A. Dodds, David C. Dodds
Nationwide Home Security Corp.
17821 Mill Creek Drive
Derwood, M.D. 20855

Policyholder's Occupation

Insurance, O/C Maint. + Home Security

Phone Nos.: Work 986-4721 Home
AOPA Member? ☒ Yes—Number ☐ No

AIRCRAFT

F.A.A. Number	Year of Mfg.	AIRCRAFT Make and Model	Type—If Not Land	Purchase Date	Total Cost (Incl. Equip.)	Current Value (Incl. Equip.)	Engine Make & H.P.	Seats (Incl. Pilot)	Valid Standard Airworthiness Certificate
N-3212T	1968	Cessna 177			\$	\$ 9500	L-150	4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

EXTRA EQUIPMENT

AIRCRAFT Based at (Airport) Municipal City Frederick County Frederick State MD

Aircraft is kept in a fully enclosed and locked or guarded hangar while at home base? ☐ Yes ☒ No

COVERAGES & PREMIUMS

COVERAGES		LIMITS OF LIABILITY			PREMIUMS
A	Bodily Injury (including Occupants) and Property Damage Liability	\$ 50,000 each person	\$ 500,000 property damage	\$ 500,000 each accident	196
B	Aircraft Damage (including In Flight)	\$ insured value	\$ not in motion deductible	\$ in motion deductible	
C	Medical Payments	\$ each person			
	Endorsements at time of issue				
TOTAL ANNUAL POLICY PREMIUM					\$ 196
INSTALLMENT SERVICE FEE					\$ 10

PILOTS APPROVED IN POLICY

A.

List all Pilots, including Applicants who fly above Aircraft. Students must be named.				PILOT EXPERIENCE					
Name of Pilots	Age	Pilot Certificate	Ratings	Hours in Above Model	Conventional	RETRACT	Multi-Engine Hours	Total Hours	Hours in Last 6 Months
James A. Dodds	52	COMM	ASME/1	10	400	4,000	3000	5000	10
David C. Dodds	27	PVT	ASEL	4	100	25	0	525	25
Carol L. Palmore	23	PVT	ASEL	0	0	0	0	130	50

B. Commercial Pilots in the employ of an F.A.A. approved Aircraft Repair Station in connection with inspections or repairs to be or that have been performed on the insured aircraft; or by any Federal Aviation Administration Inspector or any Certified Flight Instructor for the purpose of instructing anyone listed by name above.

C. (Not Applicable Unless Completed by Company)

Any Private, Commercial or Airline Transport Pilot holding _____ rating(s) whose logged pilot time includes all of the following:

- (a) Not less than _____ total hours;
(b) _____ hours in _____ aircraft of which at least _____ hours were in the last 180 days
(c) _____ hours in the same make and model as the insured aircraft.

STATEMENTS OF POLICYHOLDER

- I am the owner of the insured aircraft and no other person or organization has an ownership or financial interest in the aircraft unless shown in this application.
- The insured aircraft has a current annual inspection.
- All pilots named in this application:
 - have an effective pilot certificate (unless a pre-solo student);
 - have a current medical certificate (unless a pre-solo student);
 - have satisfied biennial flight review requirements;
 - have had no accidents, incidents, or pilot certificate suspensions.
- No Insurer has ever cancelled or refused to renew my aircraft insurance.
- EXCEPTIONS TO 1-4 ABOVE AND OTHER SPECIAL PROVISIONS:

Insured aircraft out of license at inception. Ferry permit issued for 10 days effective 8/28/81 for transport of aircraft from Montgomery County Airport to Frederick Airport during 10 day period of Ferry Permit.

ADDITIONAL INTERESTED PARTIES

To Be Named As An Additional Insured

Lienholder and Address:

NATURE OF INTEREST

Extended Coverage for Lienholder Required? ☐ Yes ☐ No
Present Finance Balance \$

PAYMENT OPTIONS

Extended Payment Plans (available when premium exceeds \$100.)

- ☐ 40% of Total Annual Premium plus \$10 service charge with application. Balance of annual premium in 2 equal payments (3 and 6 months).
☐ 20% of Total Annual Premium plus \$20 service charge with application. Balance of annual premium in 8 equal consecutive monthly payments.

I affirm that the information I have supplied to AVEMCO Insurance Company on this application for coverage is true and correct.

Date 8/28/81 m I enclose \$ 88.40

SIGNATURE

LAW OFFICES
GOLDSTEIN, BLITZ & ROSENBERG, P.A.
SUITE 400 - NORTH
7815 WISCONSIN AVENUE
BETHESDA, MARYLAND 20814

(801) 652-6808
TELEX 89-2407

VICTOR J. ROSENBERG*†
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GREGORY H. PETERSEN

*ALSO ADMITTED IN D.C.
†ALSO ADMITTED IN VIRGINIA

VIRGINIA OFFICE
1518 KING STREET
ALEXANDRIA, VIRGINIA 22314

September 15, 1981

David S. Goldberg
Goldberg & Axel
Suite 802
51 Monroe Street
Rockville, Maryland 20850

**FOR YOUR
INFORMATION**

Re: Hasco Lien

Dear David:

Thank you for the copy of the Mechanic's Lien regarding the airplane purchased by your client, *Joe* Gerald Zacko.

After spending more time in research and telephone calls than I expected or cared to, I have reached the conclusion, much to my surprise, that under Maryland law (as it now exists), the Mechanic's Lien against the subject Cessna is still enforceable. This conclusion is based on the following:

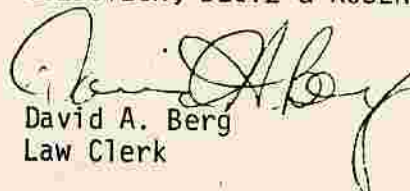
- A) Under Section 16-101 et seq., Commercial Law Article, there is no statutory limitation on the enforcement of the Mechanic's Lien against personalty.
- B) It appears to me that an action on a Mechanic's Lien would be a "specialty" under Section 5-102 of the Courts and Judicial Proceedings Article. As such, the period of limitations would be twelve years and not three.

I do not wish to drag this matter out, but I would appreciate receiving your comments on this question. I have checked with Bob Sanders, and his records indicate that the lien was never paid.

September 15, 1981
David S. Goldberg
Page Two

Looking forward to your reply, I remain

Very truly yours,
GOLDSTEIN, BLITZ & ROSENBERG, P.A.



David A. Berg
Law Clerk

DAB/ded

GOLDBERG & AXEL
ATTORNEYS AT LAW
SUITE 802, GBS BUILDING
51 MONROE STREET
ROCKVILLE, MARYLAND 20850
TELEPHONE: (301) 279-7500

DAVID S. GOLDBERG
NEIL EDWARD AXEL

September 16, 1981

HOWARD COUNTY OFFICE:
10632 LITTLE PATUXENT PKWY.
COLUMBIA, MD 21044
TELEPHONE: (301) 982-1999

DISTRICT OF COLUMBIA OFFICE:
3515 RITTENHOUSE ST., N.W.
WASHINGTON, D. C. 20015
TELEPHONE: (202) 833-3066

Mr. David A. Berg
Law Clerk
Goldstein, Blitz & Rosenberg, P.A.
7315 Wisconsin Avenue
Bethesda, Maryland 20814

Dear Mr. Berg:

Thank you for your letter of September 15, 1981, concerning the Hasco matter. I must respectfully disagree with your conclusions although, as your research no doubt indicates, there is virtually no case law in the State of Maryland pertaining to these types of liens.

Black's Law Dictionary defines a "specialty" as a contract under seal. A "specialty debt" is defined as a debt due or acknowledged to be due by deed or instrument under seal. I would be fairly comfortable in concluding that the word "specialty" as used in Section 5-102 of the Courts and Judicial Proceedings Volume was not intended to include anything other than a contract under seal, an acknowledged deed, etc. I do not believe that the 12 year statute of limitations would apply.

With regard to the existence of the lien itself, and its enforceability, Section 16-101 and 16-202 of the Commercial Law Volume was not enacted until 1975 and substantially changed the pre-existing law. It was always my understanding that the lien that was created by Article 1A, Section 24 of the previous law was a possessory lien and that once possession was lost the lien was lost. MLE, Volume 1 under Aeronautics, Section 12, states that:

"A mechanic's lien exists on aircraft for expenses or charges incurred by any airport for repair, rebuilding, maintenance, storage, etc., of such aircraft, and the aircraft may be retained until all of the expenses or charges have been paid in full." (Emphasis added.)

Mr. David A. Berg
Goldstein, Blitz & Rosenberg, P.A.
September 16, 1981
Page Two

Even under the new law, Section 16-203 provides that:

"The lienor may retain possession of the property subject to the lien until: (1) the charges which give rise to the lien are paid; or (2) the lien is otherwise discharged in accordance with this sub-title." (Emphasis added.)

The foregoing Section 16-203(2) leads you to the provisions of Section 16-207 which state, in pertinent part:

"If the charges which give rise to a lien are due and payable for thirty (30) days and the lienor is in possession of the property subject to the lien, the lienor may sell the property to which the lien attaches at public sale. * * * " (Emphasis added.)

It seems to me that the lien is therefore clearly possessory in nature and that since Hasco has not been in possession of the aircraft for some 7-1/2 years, it is hard to understand how, even if the lien does somehow abstractly exist, it can be enforced.

I am somewhat troubled by the absence of the statute of limitations in the current law and have not been able to find any case law which would explain it. It would seem to me that a mechanic's lien, as in this case, is not the debt itself, nor is it evidence of a debt, but merely a security device afforded by statute to enhance collection. I find it hard to believe that if the underlying debt is not enforced within the period of the statute of limitations that the filing of a lien can somehow extend the statute for what would be an indefinite time. Such a conclusion is inconsistent with the whole concept of having a statute of limitations.

The only case I have found that comes even close to any of the issues in this case is Patapsco Trailer v. Eastern Freightways, 318 A.2d 817, 271 Md. 558 (1974). That case dealt with an automobile garage keeper's lien. The owner of the garage had apparently relinquished possession of a vehicle it had repaired and later, not having been paid, went to the premises of the owner of the vehicle and in effect repossessed it. The trial judge in the lower court had held that:

"As a result of the unqualified surrender of the truck to Eastern the lien was lost and Patapsco was not entitled to repossess the vehicle from Eastern in order to re-establish a lien which by its own act it had extinguished."

Mr. David A. Berg
Goldstein, Blitz & Rosenberg, P.A.
September 16, 1981
Page Three

The Court of Appeals held that at common law such a lien, being dependent upon possession, was waived or lost when the lienholder voluntarily or unconditionally parted with possession or control of the property to which the lien had attached and that the lien could not thereby be restored by a resumption of possession.

While the Patapsco case is not directly on point, I think it does lend support to my view that the lien cannot survive a relinquishment of possession, or that even if it does somehow survive the relinquishment of possession it becomes an abstract right which cannot be directly enforced in the usual manner, that is, by public sale of the vehicle. In the absence of a method of enforcement the lien becomes only a cloud on the title and nothing more.

Lastly, reference is made to 51 AmJur 2d "Liens", Section 40 et seq. There is a substantial body of authority that a lien such as the type with which we are here concerned may be extinguished by lapse of time or by laches, by waiver or by estoppel, or by simply the failure to assert the lien. I believe that all of these defenses would be available in this case.

I would once again urge you to communicate with your client and determine whether or not they will accept a settlement of \$50.00 to clear the record. There are only two alternatives-- the first that the lien will remain on the aircraft and create a cloud on the title in the future. This is not considered a serious problem since the aircraft when it was sold by Gibson had not been flown for approximately four years, was not airworthy, and will probably be disassembled and sold in parts. The existence of the lien would therefore make no difference.

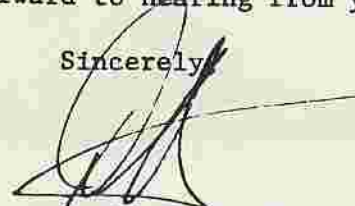
Alternatively, we are going to become involved in a great deal of litigation over the matter.

Incidentally, it occurs to me that it may be that your lien was extinguished by reason of the Gibson lien. Gibson's lien was certainly a valid one, and if the aircraft was sold to satisfy that lien it might very well serve to terminate previous unmatured and unexecuted liens. This is somewhat analogous to the situation with regard to attachments. Although multiple attachments may be placed upon a debtor's property by various creditors, the first one to actually advertise and sell the property will be the one to be paid from the proceeds. Stated another way, it's not the first one to file an attachment who gets paid, it's the first one to file an attachment and follow through with a Sheriff's sale.

Mr. David A. Berg
Goldstein, Blitz & Rosenberg, P.A.
September 16, 1981
Page Four

In any event, I look forward to hearing from you.

Sincerely,



David S. Goldberg

DGSLseg