

ED GASPER, d/b/a CHARTER
FLYING SERVICE,

Plaintiff,

Vs.

CLARK AIRCRAFT COMPANY, INC.
A Corporation,

Defendant.

X

IN THE CIRCUIT COURT OF

X

BALDWIN COUNTY, ALABAMA

X

AT LAW

X

X

NUMBER: 10,389

This cause coming on to be heard and both parties being present in Court and being represented by their Attorneys of Record and testimony being taken ore tenus and upon consideration thereof the Court finds as follows:

That the property described as One Piper Pawnee 235, Number N6764Z is the property of the Plaintiff and that

Defendant has and is entitled to a Blacksmith's Lien for work and labor done and parts and material furnished to the sum of \$ 3900⁰⁰ ~~including interest since May 1, 1972.~~

Upon consideration thereof it is the judgment of this Court that the Defendant have and receive of Plaintiff the sum of \$ 3,900⁰⁰ and it is

The further judgment of this Court that Defendant have a Blacksmith's Lien against the said property, viz:

One Piper Pawnee 235, Number N6764Z
for and in the sum of \$ 3900⁰⁰.

It is further the judgment of this Court that the said property, viz:

One Piper Pawnee 235, Number N6764Z
be sold at public outcry for cash before the front door of the Court House of Baldwin County, Alabama by the Clerk of this Court on the 4th day of July, 1973, after first giving notice of such sale ^{advertising for three (3) weeks in the Baldwin County} by posting notice at the front door of the ^{County} Court House for one week and the proceeds of such sale be applied, ^{the costs including the costs of the sale} first, to the payment of ~~said lien~~, second, to the ^{costs accrued} costs accrued herein and the balance, if any therebe, paid over to Plaintiff.

It is further the judgment of this Court that Defendant shall not have a judgment against Plaintiff for any balance over the sale price of the said airplane.

It is further the judgment of this Court that the Defendant may bid for the said personal property and credit against his said bid the judgment sum in favor of Defendant and against Plaintiff.

It is further the judgment of this Court that the Costs be taxed against Plaintiff for which let execution issue.

Done this 23rd day of May, 1973.

Telfair J. Mashburn
Telfair J. Mashburn, Judge
Circuit Court, at Law
Baldwin County, Alabama

Minute Book 13
Page 342

ED GASPER, d/b/a CHARTER
FLYING SERVICE,

X

IN THE CIRCUIT COURT OF

Plaintiff,

X

BALDWIN COUNTY, ALABAMA

Vs.

X

AT LAW

CLARK AIRCRAFT COMPANY, INC., X
A Corporation,

Defendant.

X

NUMBER: 10,389

NOTICE OF SALE

Pursuant to the order of the Circuit Court of Baldwin County, Alabama of the 23 day of May, 1973, I Eunice B. Blackmon, Clerk of the said Court will offer for sale the following personal property:

One Piper Pawnee 235, Number N6764Z.

The sale shall be held at 12:00 Noon on the 6th day of July, 1973, at the front door of the Court House of Baldwin County, Alabama. The terms of the said sale shall be for cash to the best, last and highest bidder. Title shall be the title of Plaintiff in the above styled cause.

Eunice B. Blackmon
Eunice B. Blackmon
Clerk, Circuit Court
Baldwin County, Alabama

WILSON HAYES

LAWYER

P. O. BOX 300

BAY MINETTE, ALABAMA

36507

TELEPHONE 937-5506

May 14, 1973

Hon. Telfair J. Mashburn
Judge, Circuit Court
Baldwin County Courthouse
Bay Minette, Alabama 36507

Re: Gasper v Clark
Case #10,389

*20 June
6-4-73*

Dear Judge Mashburn:

Enclosed is a proposed order in the case of Gasper versus Clark Aircraft. This cause has been in this Court since May 12, 1972. The airplane, the subject of the suit has been on Mr. Clark's premises and he subject for liability for its safe keeping for over 18 months.

In February last the Parties were to appoint an appraiser to determine the value of the property. Immediately thereafter Clark Aircraft appointed an appraiser but to this date Mr. Gasper has not made his appointment. In my last mention of this case to the Court of April 4, 1973, I suggested that an order of sale be made within 5 days.

To my knowledge no action has been taken by Mr. Gasper to satisfy any lien and the plane continues to deteriorate and to be a liability to Clark Aircraft. The original amount of the claim was \$4,932.42. Clark Aircraft has \$3950 in parts and labor invested in the airplane, not counting Mr. Clark's labor.

We respectfully request that a judgment in the full amount of \$4932.42 be entered and that the sale be speedily made and the matter brought to a conclusion.

*2 copies of order
2 " " Notice*

Hon. Telfair J. Mashburn

-2-

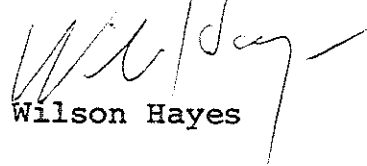
May 14, 1973

I might point out that we have not asked for an Attorney's fee although such is justified in such lien cases.

I will be pleased to appear at an appropriate time regarding the judgment and sale.

With kind regards, I am

Yours very truly,

A handwritten signature in dark ink, appearing to read 'Wilson Hayes', with a long horizontal stroke extending to the right.

Wilson Hayes

WH/mm

Enc.

cc: Mr. J. Connor Owens
cc: Clark Aircraft, Inc.

ED GASPER, d/b/a CHARTER
FLYING SERVICE,

Plaintiff,

Vs.

CLARK AIRCRAFT COMPANY, INC.,
A Corporation,

Defendant.

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

NUMBER: 10,389

Comes now Defendant and for answer to Plaintiff's
complaint says:


1. Not guilty.
2. The matters alleged therein are untrue.
3. That Plaintiff is not entitled to possession of the
chattel for which he sues for that Defendant has a common law lien
in the value of Four Thousand Nine Hundred Thirty-two and 42/100
(\$4,932.42) Dollars against the said chattel, of which Defendant
has had notice.

4. That Defendant has a blacksmith's lien, as made and
provided by Title 36, Section 25 et seq, Alabama Code 1940 in the
amount of Four Thousand Nine Hundred Thirty-two and 42/100
(\$4,932.42) Dollars for labor and materials for the repair of the
said chattel at the request of Plaintiff; that the price for the
repair was not agreed upon and that the value of the labor and
material contributed to the repair of the said chattel was and is
Four Thousand Nine Hundred Thirty-two and 42/100 (\$4,932.42)
Dollars for which Defendant claims its lien.

Defendant further claims a reasonable fee for enforcing
the said lien.

Defendant further avers that Plaintiff is the owner of the
said chattel.

Wherefore Defendant prays Judgment of the said lien in
the amount of Four Thousand Nine Hundred Thirty-two and 42/100
(\$4,932.42) Dollars plus interest since May 1, 1972 together with
a reasonable Attorney's fee.


Wilson Hayes
Attorney for Defendant

Filed: July 11, 1972.

Jeffrey J. Masaburn
Judge

10 502

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ED GASPER, d/b/a CHARTER
FLYING SERVICE

Plaintiff

v.

CLARK AIRCRAFT COMPANY, INC.
a Corporation

Defendant

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA

) AT LAW No. 10,389

ORDER

This day came Walter M. Lindsay, Attorney-in-fact and Agent, for Fidelity and Deposit Company of Maryland, bonding company heretofore in this cause for Plaintiff's bond, and moves the court to discharge it, the said bonding company, and upon consideration thereof the Court is of the opinion that the said Fidelity and Deposit Company of Maryland as surety for the said Ed Gasper is not liable for that the said Ed Gasper never received the property under the said bond;

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Fidelity and Deposit Company of Maryland, as surety for Ed Gasper be and it is hereby discharged from any and all liability effective the 12 day of May, 1972, for any liability on its bond in this cause.

DONE this 31st day of August, 1973.

Jeffery J. Moskauer
Circuit Judge

FILED

SEP 4 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

Minute Book 13

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G. A. LINDSEY
DANIEL E. ROBINSON

LAW OFFICES
LINDSEY & ROBINSON
WEST PUTNAM
ELBA, ALABAMA 36323

MAILING ADDRESS
P. O. BOX 327
TELEPHONE
897-6129
AREA CODE 205

February 2, 1973

Mr. Wilson Hayes, Esquire
Attorney at Law
Bay Minette, Alabama 36507

RE: Gasper vs. Clark Aircraft, Inc.

Dear Wilson:

Mr. Gasper is still making noises like he wants to continue the fight. I am now in Elba, and will not be able to joust with you any more. Also, Bert and Irving are so busy in Mobile that they don't have time to pursue Baldwin County actions. Therefore, I recommended to Mr. Gasper that he contact a couple of Bay Minette attorneys to see about further prosecution of the case, or appeal, or whatever.

In conclusion, we do not intend to go any further on the Gasper case, but we have not yet taken our names from the docket sheet as the attorneys of record. You can see my return address on this letterhead if there is any further need to contact me on this case. I am sending a carbon copy to Irving Silver, to keep the firm up to date on our correspondence.

Very truly yours,



Daniel E. Robinson

DER/ph

CC: Irving Silver
Feibelman & Silver
P.O. Box 2082
Mobile, Alabama 36601

The Baldwin Times

"Baldwin's Only All County Newspaper"

BAY MINETTE, ALABAMA

J. H. FAULKNER, Publisher

AFFIDAVIT OF PUBLICATION

STATE OF ALABAMA,
BALDWIN COUNTY.

J. H. Faulkner, Jr. being duly sworn, deposes and says that he is the EDITOR of THE BALDWIN TIMES, a Weekly Newspaper published at Bay Minette, Baldwin County, Alabama; that the notice hereto attached of

Charter vs Clark Aircraft

NOTICE OF SALE IN THE CIRCUIT COURT OF BALDWIN COUNTY, ALABAMA AT LAW

NUMBER: 10,389
ED GASPER, d/b/a CHARTER
FLYING SERVICE,
Plaintiff,
VS.

CLARK AIRCRAFT COMPANY,
INC., A Corporation,
Defendant.

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One Piper Pawnee 235, Number N6764Z.

The sale shall be held at 12:00 Noon on the 6th day of July, 1973, at the front door of the Court House of Baldwin County, Alabama. The terms of the said sale shall be for cash to the best, last and highest bidder. Title shall be the title of Plaintiff in the above styled cause.

EUNICE B. BLACKMON
Clerk, Circuit Court

Baldwin County, Alabama
WILSON HAYES
Attorney at Law

COST STATEMENT

161 WORDS @ .13 cents 1 \$ 20.83
I hereby certify this is correct. ~~Due and unpaid~~ (paid).

J. H. Faulkner, Jr.
Editor.

was published in said newspaper for 3 consecutive weeks in the following issues:

Date of 1st publication June 7, 1973 Vol. 83 No. 24

Date of 2nd publication June 14, 1973 Vol. 83 No. 25

Date of 3rd publication June 21, 1973 Vol. 83 No. 26

Date of 4th publication _____, 19____ Vol. _____ No. _____

Subscribed and sworn before the undersigned this 21 day of June, 1973

Eunice B. Blackmon
Notary Public, Baldwin County.

J. H. Faulkner, Jr.
Editor.

FILED

JUN 22 1973

EUNICE B. BLACKMON CIRCUIT
CLERK

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BAILEE'S RECEIPT

BAY MINETTE, ALA., May 12 1972

The State of Alabama, }
Baldwin County

I hereby agree to take, care for and preserve as the Bailee of Taylor Wilkins
Sheriff of Baldwin County, Alabama, the following described personal property this day levied upon
under Writ of Fieri Facias, Attachment, Detinue, issued out of the Circuit Justice Civil Court of Baldwin
County, Alabama, in the above styled case, to-wit:

a Piper Pawnee 235, serial # N6764Z with the value of the hire or use thereof
during the detention to wit: \$6,000.00.

I further agree to deliver the above described personal property to the said Taylor Wilkins
....., Sheriff of Baldwin County, Alabama, upon his written order of demand.

Witness

JMBey

x Joel Clark....., Bailee.

SUMMONS

STATE OF ALABAMA)
BALDWIN COUNTY)

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon JOE CLARK, d/b/a CLARK'S AIRCRAFT, BAY MINETTE AIRPORT, BAY MINETTE, ALABAMA, to appear within thirty days after the service of this summons in the Circuit Court to be held for said County, then and there to demur or plead to the complaint of ED GASPER, d/b/a CHARTER FLYING SERVICE.

Witness my hand this 12 day of May, 1972.

Eunice B. Blackmon
CLERK

* * * * *

ED GASPER, d/b/a)

CHARTER FLYING SERVICE)

Plaintiff)

vs.)

JOEL CLARK, d/b/a)

CLARK'S AIRCRAFT)

Defendant)

IN THE CIRCUIT COURT OF

BALDWIN COUNTY

AT LAW

NO 10,389

COMPLAINT

The Plaintiff Ed Gasper, d/b/a CHARTER FLYING SERVICE, claims of the Defendant Joel Clark, d/b/a CLARK'S AIRCRAFT the following personal property, to-wit: One aeroplane, a Piper Pawnee 235, serial # N6764Z, with the value of the hire or use thereof during the detention, to-wit: Six Thousand and no/100ths Dollars (\$6,000.00) from March 8, 1972 to May 5, 1972.

Daniel E. Robison
Daniel E. Robison
Attorney for Plaintiff

FILED

MAY 12 1972

EUNICE B. BLACKMON CIRCUIT CLERK

THE STATE OF ALABAMA
Baldwin County

CIRCUIT COURT

Ed Gasper, d/b/a
Charles Flying Service
Plaintiff....

VS.

Joel Clark, d/b/a
Clark's Aircraft
Defendant....

Detinue Summons and Complaint

FILED

Filed 19.....

MAY 12 1972

..... Clerk

EUNICE B. BLACKMON CIRCUIT
CLERK

Daniel E. Robison
Plaintiff's Attorney

Defendant's Attorney

To the Sheriff of said County:

Whereas, the Plaintiff in the within stated cause has made affidavit and given bond as required by law you are hereby required to take the property mentioned in Complaint into your possession unless the Defendant gives bond payable to the Plaintiff with sufficient surety in double the amount of the value of the property, with condition that if the Defendant is cast in the suit he will within thirty days thereafter, deliver the property to the Plaintiff, and pay all damages and costs which may accrue from the detention thereof.

Eunice B. Blackmon Clerk

Defendant lives at

Received in office

MAY 12 1972, 19.....

..... Sheriff

I have executed this summons

this May 12, 1972
by leaving a copy with

Joel Clark

Taylor Willkins Sheriff
JMB Deputy Sheriff

~~Executed by leaving~~
~~or attaching one Piper Pawnee~~
~~airplane, N6764Z.~~

12 May 1972

Executed by attaching one Piper
Pawnee Airplane (N6764Z). Property
placed in custody of Joel Clark and
Bailee's Receipt obtained pending
receipt of bond by Deft. or Pltf.
as provided.

Taylor Willkins
Sheriff

by: JMB Deputy Sheriff

157-01-11
70-497