

How Not To Sell Your Airplane

The rounded handwriting of the address foretold a letter from my daughter Victoria, a writer living in Los Angeles. I opened the letter and a photograph fell into my lap. It was a picture of the two of us standing on the barren gravel ramp of Fort Yukon, Alaska. In the background, was our airplane, a Mooney, recently sold.



I read the letter which consisted only of the following poem.

To Mike

Niner-two-zero-eight-Mike,
Our plane, our friend. Goodbye.
We love you. We'll miss you. Safe Journey. Farewell.
Wave quickly. Cry.

Eight summers spent under star filled skies
From Oshkosh to the land of the midnight sun,
Canoeing and hiking, and camping and more,
Pictures and diaries; documentaries of fun.

Packing the plane; down to a science.
The table always goes first.
Then the chairs, then the tent, then the poles, then the bags.
Any more, poor Mike just might burst.

Then up! Pass the thunder. There's ice on the wings.
Whew! We made it at last.
Hurry! Land! Run inside!
Here come the rain in a furious blast.

Rainbows, clouds, sun, and wind,
Queasy stomach in the turbulence.
Where's my pillow? I feel a nap coming on.
Wake me if there's anything of interest.

Our memories are fond; our pictures unique
of father and daughter and plane.
We'll tell our tales of travel abroad
again and again and again.

But never will the tale be told without pause
And a moment or two of respite,
As we think for a moment of the fair red and grey
of dear old zero-eight-Mike.

There was no reason for anyone to pay attention to the car stopped by the mailboxes. That was fortunate, since I had a hard time blinking back the tears. I thought of the last two months and the terrible emptiness inside. Obviously, my daughter felt it too. We had shared a lot in that Mooney. It had brought parent and child together as she had made the transition from teenager to adult. It was the magic carpet that transported her from college to home for four years. But most of all, in it, we spent several weeks together every year traveling somewhere and camping "under the wing". There could have been no better way for us to really get to know each other than the time we spent together with "Mike".

The current recession and a poor business climate had made me edgy about our financial situation. I suggested to my wife Gayle that we sell the airplane. She objected strongly, but I insisted. In two weeks, I had a deposit check and a contract for sale.

I was not in touch with my heart. That airplane, that Mooney, was as much a part of my identity as my face or my fingerprints. The day after I signed the contract of sale, I called the buyer.

"I can't sell you the airplane", I explained.

"Sir, you already have".

The buyer, an attorney, went on to point out that we had a binding contract; that he would sue me if I didn't perform; that it would cost me ten thousand dollars and that he'd end up with the airplane, anyway. Thus I learned something about contract law.

"But, You have no idea how much I regret my decision", I explained.

"I don't care. I am not your friend."

A consultation with a local lawyer confirmed, the situation. I was a big boy, I had made a contract and had to live with it. Friends consoled me with words to the effect that the plane was only a machine. It could be replaced.

True, true. But "Mike" can never be replaced. A day hasn't gone by when I haven't missed him. I realize, how insignificant the money issues were when compared with the emotional issues.

Friends, let me advise you to think carefully about parting with your airplanes. Don't act in a hasty manner. Include in each contract, a waiting period. But most of all, be in touch with your heart.

[The above story appeared in the April 1992 edition of the Mooney Aircraft Pilots Association (MAPA) Log]

There is a sequel to this story.

My article in the MAPA magazine had a simple message which was the surprising bond that can develop between a family and an airplane. It was not appropriate, nor would it have been interesting to the magazine reader, to tell the details what happened when we sold our beloved "Mike". But there is a followup to the original story that has played out over the last five years. The sequel seems to show that justice does eventually prevail and people get what they deserve, both the good and the bad.. If I ever doubted it before, I now truly believe "what goes around, comes around".

When I sold "Mike" I did so with good intentions but poor resolve. Having changed my mind about the sale, I believe most reasonable buyers would have listened to my story of seller's remorse and said "OK, no harm done. I'll keep looking" But this buyer was special. He was in his mid 40's, a pleasant looking man of medium height with light brown hair and steel blue eyes. He said he had been an Air Force pilot flying transport aircraft on the Pacific routes into Vietnam and the Far East. He took delight in recounting the romantic conquests of this period of his life. He was from Alabama and spoke with a delightful light drawl, not as refined as that from Georgia, but a good solid American accent. After leaving the Air Force, he went to law school and was working as a public defender in a central California coastal county. I was quite charmed by him and during our negotiations he was most courteous. He was very keen in buying my airplane and went out of his way to make it happen. First he made me a full price offer. Second, he tendered a ten percent, non-refundable deposit. And third, he agreed to a condition of sale that was most unusual (more later). He was, in fact, the perfect buyer. We signed the contract of sale, I took his deposit check, and we parted. It was a Saturday afternoon.

Let's call the buyer Mr. B. Roy Lawyer and he turned out to be, under his Southern gentleman facade, a study in contrariness, a personality that goes out of it's way to make life difficult for itself. His true colors began to show the following morning, a Sunday. I had had a sleepless troubled night filled with grief and remorse. I had dreams in which I felt that somebody dear to me had died. In my dreams I looked down on America from

my left seat in Mike, but then I would wake and realize that we would soon be parted. My identity as a pilot and plane owner was shattered. So at about 9am I picked up the phone and called Mr. Lawyer. This short conversation is repeated in the MAPA story. I told him I couldn't sell the airplane. There was a long pause. Then he said "Sir, you already have". He added a very stern threat that he intended to hold me to the contract and, in fact, as a lawyer he could and would make life very difficult for me if I so much as thought about reneging on the contract. When I pleaded my position and confessed to my remorse, he added the phrase that stuck in my heart like a dagger. "I don't care. I am not your friend". Oh oh, I thought, this man is not the nice person I thought him to be.

The next day, a Monday, I contacted a local lawyer. He listened politely to my story and informed me that what Mr. Lawyer had said was correct. He suggested that I should try to negotiate a settlement of the contract and he offered to do this for me. The word that came back from Mr. Lawyer that I could buy back the aircraft for \$45,000. Mind you, I had just sold it for \$33,000 and the deposit check was still in my wallet. I was heart broken. My lawyer tried all sorts of approaches for voiding the sale but the contract was quite clear and I was not in the right in the eyes of the law.

Now, let me elaborate on that unusual condition that was written into the sales contract. This turned out to be the about the only leverage that I had and the ultimate reason that this story has a happy ending. In the contract, Mr. Lawyer agreed to let me use the airplane for two weeks a year for the following two years. This is highly unusual in a contract to buy an airplane. In any case, my lawyer told me to execute an FAA Conditional Bill of Sale with this clause as the "condition". This I did, and on the appointed day, I delivered the aircraft to the delighted new "owner" and his family. I met his wife, also a lawyer and Mr. Lawyer's two young children. Mrs. Lawyer viewed me in a most detached and hostile manner. I could not tell whether she was cool because I was not selling the airplane willingly or just because I was selling the airplane to them.

In the late summer of 1992, I contacted Mr. Lawyer and identified the two weeks, in the fall during which I wished to use the airplane. I was greeted with total indifference. He came up with several flimsy reasons why I could not use the aircraft. It was clear that he had always intended to ignore my rights under the contract assuming that I would not pursue my rights in the face of determined opposition from a trained and aggressive trial lawyer. I went back to my attorney and \$1,000 in fees later, an agreement was reached whereby I could use the airplane. I flew to the Midwest had a delightful 11 day trip visiting relatives and pursuing my hobby of genealogy. I also bought, in Little Rock, another Mooney, the 1978 J-Model, otherwise known as the "201". A much more expensive airplane than Mike, but if the truth be known, one that was much less satisfactory.

The following spring, I again applied for the final use of the aircraft during the summer of 1993 for a trip to Oshkosh. I was again stone walled. But this time, no amount of lawyer fees, persuasive arguments, or common sense could prevail. He insisted in all manner of new conditions none of which were contained by our contract and some of which had onerous financial implications. He was just plain stubborn and would not

budge in his resolve. For my part, I was scared give in to his demands and put myself in any way under his control. My attorney offered to pursue the case but warned me it would cost a bundle. He suggested Small Claims Court.

So in the late fall of 1993, I filed a suit in Small Claims Court in his home county, a long four hour drive from my home. I sued for \$5,000 the maximum allowed by California law. In retrospect, this seemed a pretty fruitless gesture. After all, he was a lawyer and I was a legal know-nothing. The trial was held in his home county, in the very court house where he practiced law on a daily basis. We glared at each other in the courtroom. For his part, he seemed to know everybody and was shaking the hands with the local attorneys and was apparently on a first name basis with the judge.

We each had our opportunity to tell our story. I went first and stated the facts as I saw them and submitted as evidence the contract of sale. There were two issues: had Mr. Lawyer breached the contract, and if so, what was the value of that breach. He told his story and, was surprisingly, pompous and brought up all manner of irrelevant issues. The lady Judge said she would issue a judgement in due course and the procedure was over. Much to my surprise, a month later, I received notice of judgement and the Judge had ruled in my favor and awarded me \$2,700. Although the amount was small, I really felt I had won a moral victory. I naively assumed that the case was closed, that I would receive my award from Mr. lawyer and that I would then sign over my rights to the aircraft. I was acutely aware that the sale of the aircraft was not final and that his valuable piece of property had a very clouded title as long as I still had a claim.

Well, I was again surprised when I receive a very formal document in the mail saying that Mr. Lawyer had appealed the case to the Superior Court and that the case would be heard several months in the future. I then received shortly thereafter a copy of a fifty page brief from Mr. Lawyer complete including a long list of my moral and legal transgressions. Mr. Lawyer seemed to be saying mostly that I could not use his airplane since I had returned it the previous summer without washing the bugs off the exterior. I decided that perhaps I should have a brief too, so I modeled one after his and sent it down to the court with a copy to Mr. Lawyer. Then I was sent to Europe for a month and was deep in contract negotiations in Prague till mid February, 1994. I returned to Monterey on a Sunday at about 10 pm after flying direct from Eastern Europe and had to be in the courtroom at 10am the next morning (a 4 hour drive away). I hardly had time to say hello to my wife when I arrived home before started to prepare for the trial the next day.

I arrived a few minutes early and immediately ran into Mr. Lawyer. He took me aside and said, sotto voce, that I had better call this foolishness off or he'd have my hide. If I didn't cancel this case, he's "take me for everything that I was worth". He said, if he lost here, he'd appeal to the 4th Circuit Court (whatever that was) and there I'd have to have a "real brief" which would cost me plenty. He called me a "Tar assed cry baby" (a nice southern colloquialism, I thought) and told me to "Get out of his sight before he slugged me". I am, by nature, something of a wimp when it comes to physical violence, and I was

literally quaking in my shoes. But I saw nothing to be gained by going home. After all, he didn't offer me anything. I do believe if he had offered me \$1,000 right then and there, I would have taken it.

So we entered the Superior Court courtroom and it was a repeat of the Small Claims Court affair except there were many more clerks, court reporters, bailiffs and other supporting players. Wow, this must be costing the tax payers a whole lot of money, I thought. This time, Mr. lawyer had his wife as a consulting attorney and the two of them were often head-to-head whispering legal sweet nothings to each other. The judge was a man who looked like he would put up with no nonsense.

As before, I went first. I asked the court for their indulgence as I was not a lawyer and the defendant was. And I stated my positions. Then Mr. Lawyer had his turn brought up the same set of irrelevant issues as in the first trial. The Judge listened patiently and then rendered his verdict, right then and there (no waiting) and awarded me \$3,000 plus court costs. Mr. lawyer looked quite irritated. After the case was adjourned, I again found myself next to Mr. Lawyer in the hall. "You'll never see a penny of that money", he said, and in retrospect, he was correct.

So I went home, feeling vindicated for a second time, and I waited for the dreaded next court summons for yet again another appeal. It didn't come. My friends recommended that I file a lien on some piece of his property (like his car) and get the Sheriff to repossess it. But by this time I had gotten over my loss of selling Mike who was, now, just a pleasant memory. And, I did not want to wake up the sleeping bear. I have come to realize that the average citizen is at a major disadvantage when opposed by a lawyer. I did not want to make myself an obvious target for some malicious lawsuit. So I did nothing and after a year or so, I had almost put this affair out of my mind.

In the early summer of 1996, I received a legal notice stating that Mr. Lawyer and his wife had declared Chapter 7 bankruptcy and were seeking protection from creditors and dismissal of all debts. I was listed as a creditor by virtue of the court award. The letter went on to say that Mr. Lawyer had no assets and there was unlikely to be any funds for any of the creditors. This perked up my interest. I wrote back to the bankruptcy trustee saying that I knew the "debtor" had at least one major asset, an airplane, and, so far as I knew, he hadn't sold it since he didn't have clear title, and only I could give clear title. The trustee called me back. He said he had the airplane in his possession in a locked hanger. Mr. Lawyer owed a bundle to the IRS who was keen on disposing of the airplane. Would I be interested, by any chance, in buying the airplane.

My heart skipped a beat. By this time, I had traded my Mooney "201" for a Mooney "231", as elegant, fast, high flying and utterly magnificent as any airplane can be. It was fully equipped with radios and autopilots that were much smarter than I was. I never needed to own another airplane with the "231" in my hanger. But, to own my "Mike" again. My vision got blurry and I said, in a low voice trying to hide my excitement, that I'd talk to my wife. That night we decided to buy "Mike" back again and to put both airplanes up for sale. Whichever airplane did not sell would be our family airplane. We

offered the trustee 30,000, a low price admittedly but there were some risks. I inspected the airplane and it was in fine condition, in fact, better than when I sold it. But we could not find the log books in the airplane. So we amended our offer to \$22,000 if the log books could not be produced

. We made a deposit and waited and waited. Meanwhile, both aircraft were for sale, and before we knew it, the "231" was sold. So "Mike" was destined to become our family airplane. The trustee informed us that Mr. Lawyer refused to produce the logbooks. So in late December, Mike came home, without logbooks, but in excellent condition. The lack of complete logbooks is only a problem if I try to sell the airplane and I have no plans to do that. Now that the annual is complete and new log books started, I will, at my leisure, contact the mechanics who worked on the airplane and reconstruct the logbooks for the prior five years. It just so happens that I had made a full copy of all the logbooks on the date that the aircraft was sold.

It is true that I never saw a penny of the court award. But I have something much better. "Mike" is back with us, and that has made us very happy.

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