

WORLD CLASS CHEVY CENTER



DAVID A. POCH
CHIEF FINANCIAL OFFICER



11011 W. North Avenue
Milwaukee, WI 53226 • 414-778-1500
Fax: 414-778-0909

HALL CHEVROLET CO. INC.
www.hallcars.com

Appeal of Hall Chevrolet
Re: Loss of property claim
2005 Chevrolet VIN# 1G1ZT54835F156462
September 14, 2009

History:

- Feb. 06 – Hall sold and financed said vehicle to Tramosia Philips(TP). Hall applied for and received perfected lien interest.
- Feb. 08 – TP filed for Chap 13 bankruptcy. Subsequently our perfected lien was recognized as senior.
- Jul. 08 – TP involved in accident and permitted her vehicle to be towed by authorized city tow company to city lot. We contacted TP attorney and bankruptcy trustee regarding situation. We assumed it would be taken care of.
- Sept. 08 – TP did not pick up car.
Said vehicle sent to auction and sold.
Funds received for vehicle by city were \$4,279.87
- Dec. 08 – We formally wrote to City after no response to our phone calls. We requested info on funds disbursement since we were the perfected lienholder and had not received any distribution.
- May 09 – We sent demand letter requesting payment.
- June 09 – TP bankruptcy dismissed because TP failed to make payments according to the bankruptcy plan. Amount still owed to Hall is \$7,792.83
City denies claim quoting ch. 341.65 Wisc. State statutes
- Jul 09 – Hall filed appeal with the city. Basis is ch. 779.415(1) & (2) Wis statutes.
- Sept. 09 – Hall has scheduled appearance before Judiciary and Legislative Committee.

Attachments:

Purchase contract with TP
Security interest confirmation
Bankruptcy trustee unpaid balance document
City letter dated Feb. 17, 2009
City sales order
Hall demand letter
Hall demand invoice
Bankruptcy dismissal notice
Sec 779.415(1) & (2)

The dealer is not responsible for the accuracy of the information provided on this form. The dealer is not responsible for the accuracy of the information provided on this form.

HALL CHEVROLET CO., INC.
 11011 West North Avenue
 Milwaukee, Wisconsin 53226
 (414) 778-1500

VEH. STOCK NO. OR ORDER NO. 13302P
 MILEAGE AT SIGNING 29162
 ORDER DATE 02/14/2006

CITY, STATE, ZIP
 TELEPHONE NO.

SALES PERSON'S NAME
 RELEASE PRINT
 SALES PERSON'S LICENSE NUMBER

PROSPECTIVE PURCHASER (YOUR NAME) TRAMOSIA S PHILLIPS

CITY MILWAUKEE STATE WI ZIP 53210

PROSPECTIVE PURCHASER STREET ADDRESS 4007 W CHAMBERS STREET APT 4

RESIDENCE PHONE (414) 397-3806 CELL PHONE (414) 947-2800 BUSINESS PHONE (414) 947-2800 RESIDENCE COUNTY MILWAUKEE RESIDENCE TOWNSHIP E-MAIL ADDRESS

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED VEHICLE NEW USED DEMO EXEC TITLE AS CAR TRUCK OTHER LICENSE NO.

PURCHASED VEHICLE MODEL YEAR 2006 MAKE - TRADE NAME CHEVROLET MODEL MALIBU BODY TYPE 4DR COLOR MAROON IDENTIFICATION NO. 1G1ZT54835E156A62

WARRANTY INFORMATION (Check Applicable Boxes) Refer to separate document for coverages and exclusions.

Manufacturer Warranty Information (Dealer is not a party to any manufacturer warranty)

1. New Vehicle Manufacturer Warranty

2. Remaining vehicle mfr. warranty—Call mfr. or refer to warranty booklet for details.

Expiration: 9/17/07 (date) 30000 (miles), whichever comes first.

Deductible to be paid by You \$ _____ Pay to: Dealer Manufacturer

3. Not known 4. Expired 5. Cancelled due to salvage or other vehicle history

Dealer Warranty Information

6. AS IS—NO WARRANTY. DEALER DISCLAIMS ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limited Warranty

Term: _____ (months) _____ (miles), whichever comes first.

Percent of retail repair costs to be paid by You: _____ % Deductible to be paid by You: _____ %

SERVICE CONTRACT INFORMATION Refer to separate document for coverages and exclusions.

8. Service Contract (Administered by _____)

Term: _____ (months) _____ (miles), whichever comes first.

Percent of retail repair costs to be paid by You: _____ % Deductible to be paid by You: _____ %

OTHER CONDITIONS OF SALE

A SERVICE FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGED FOR SERVICES RELATED TO COMPLIANCE WITH STATE AND FEDERAL LAWS, VERIFICATIONS AND PUBLIC SAFETY, AND MUST BE REASONABLE.

No other sales or promotions apply.

ANTICIPATED DELIVERY DATE: 2/14/06 TO 06

Regardless of reason, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both. If the trade-in is not available, the purchaser shall receive the trade-in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer licensee may require acceptance not less than 21 calendar days after having notified the purchaser of availability of delivery, in which case no penalty shall be assessed for nonacceptance of delivery prior to the stated anticipated delivery date.

THE ORDERED VEHICLE MUST BE LOCATED

If the motor vehicle dealer and purchaser enter into a purchase contract for a new motor vehicle not available at the dealer's lot, the dealer and purchaser agree that the vehicle mileage upon delivery will not exceed _____ miles. Before vehicle delivery, purchaser has the right to cancel the purchase contract if the mileage of the vehicle exceeds that amount. The option to cancel ends at acceptance of delivery.

This is a Finance Transaction. (Check A, or B.)

Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through dealer, on terms:

A. In attached disclosures. These terms do not extend beyond the closing date if dealer is willing and able to deliver vehicle on these terms.

B. Acceptable to You

This transaction is subject to financing being arranged through creditor of Your choice. You must obtain acceptable financing and dealer must receive written notice by [date] _____, or this contract is void.

This is a cash transaction. You are obligated to pay the balance due on delivery.

THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO _____ MILES/KILOMETERS, AND THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.

This transaction is voidable at the option of the dealer at any time prior to the delivery of the purchase vehicle if any of the following representations are untrue. The undersigned purchaser(s) warrants that the below representations are true. The option to void this transaction in no way limits or restricts the election of other remedies available to the dealer prior to or after the closing of this transaction and these representations survive the closing of this transaction as to other remedies.

- | | | | | | |
|---|-----|----|--|-----|----|
| (A) That I am 18 years of age or older. | YES | NO | (G) That while I have owned or leased the trade-in its odometer has not been replaced, tampered with or otherwise altered in any way and I believe that the trade-in's current odometer reading of _____ miles/kilometers reflects its actual mileage. | YES | NO |
| (B) That I have full power, right and lawful authority to dispose of the trade-in. | YES | NO | (H) That while I have owned or leased the trade-in its registration records (including aliases and bets) have not been replaced, tampered with or otherwise altered in any way. | YES | NO |
| (C) That, except for the payoff amount that dealer agrees to make as indicated in the components of price of the Purchase Contract or under Other Conditions of Sale, I will ensure that any and all liens or encumbrances on the trade-in are satisfied and released before immediately upon delivery of the trade-in to the dealer. | YES | NO | (I) That the trade-in has not previously been a salvage vehicle, manufacturer buyback, or subject to any other title claims. | YES | NO |
| (D) That the trade-in does not have a cracked or defective head, block, powertrain, or frame (including separate portion of body). | YES | NO | (J) That the trade-in has not previously been flood or water damaged. | YES | NO |
| (E) That all parts of the vehicle emission control system are as originally installed by the manufacturer or have comparable and tested replacement equipment. | YES | NO | (K) That the trade-in does not have any corrective welds or other evidence of repair to the street tower, floor pan, frame or structural portion of the body. | YES | NO |
| (F) That the engine and transmission of the trade-in have not been changed from manufacturer's original equipment specifications. | YES | NO | (L) That the only holder(s) of a security interest or lien in the trade-in ("lienholders") is (are) shown below. | YES | NO |

Lienholder(s): _____

Explain All "NO" Answers: _____

No oral representations are binding unless written on this form. The document (including the items printed on the Reverse Side) is the entire agreement between You and Dealer, and supersedes any prior agreements and representations, regarding the transactions described above. No modification or waiver of this agreement is enforceable against either party unless agreed to in writing by that party. You will receive a copy of this order.

As a deterrent to purchaser failing to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, as a penalty, _____ % (not to exceed 5%) of the cash price of the vehicle as authorized by Section 218.0141 Wisconsin Statutes. Dealer retains the right to bring action for actual damages caused by breach of this contract, in lieu of the above penalty.

YOUR SIGNATURE(S) *Tramosia Phillips* DATE 02/14/2006

ACCEPTED BY DEALER OR AUTHORIZED AGENT *CO For Lee* DATE 02/14/2006 TIME SIGNED 10:34 A.M.

AUTHORIZED SIGNATURE *CO For Lee* DATE 02/14/2006 TIME SIGNED 10:38 P.M.

USED: PRICE from the Wisconsin Buyers Guide \$ 18990.00

NEW: MSRP detail provided on window label MSRP detail provided on attachment

Total MSRP (Manufacturer Suggested Retail Price) \$ _____ N/A

Dealer Markup _____ N/A

Dealer installed options — Has a warranty if left. _____ N/A

_____ N/A

Total Dealer Installed Options (Show in Used Price as MSRP and enter in this cell) _____ N/A

PRICE OF THE VEHICLE

a. Dealer Retail Price 18990.00

b. Services Fee 65.00

c. Discount 4495.00

1. Cash Price (a + b - c) 14560.00

TAXABLE ITEMS PURCHASED WITH VEHICLE

d. Other _____ N/A

e. Service Contract _____ N/A

2. Total of Taxable Items (d + e) _____ N/A

TRADE ALLOWANCE

f. Owned Trade-In Allowance _____ N/A

Leased Trade-In Allowance (Net lease equity calculation)

(I) Gross Allowance _____ N/A

(II) Estimated Lease Payoff _____ N/A

Payoff to: _____ N/A

g. Net Lease Equity (I - II) _____ N/A

3. Trade Allowance (f + g) (If negative add in line 4) .3. _____ N/A

SALES TAX CALCULATION

h. Amount Subject to Sales Tax (1 + 2 - 3) 14560.00

4. _____ County and Regional Tax on h. 816.36

NON-TAXABLE ITEMS PURCHASED WITH VEHICLE

i. Fees to appear on MV1 123.50

j. Warranty/Service Contract Transfer Fee _____ N/A

k. Other _____ N/A

5. Total of Non-Taxable Items (j + k + l) 123.50

OWNED VEHICLE PAYOFF

Due to _____ N/A

6. Estimated Payoff Amount on Owned Trade-In .6. _____ N/A

CASH & CASH EQUIVALENTS

m. Cash Down Payment on Order 3800.00

n. MANUFACTURER REBATES CASH BACK ASSIGNED

N/A N/A

N/A

N/A

o. Additional Cash Due (Cash/Amount) _____ N/A

7. Total Cash and Rebates (m + n) (If assigned) + o 3800.00

8. Due on Delivery or Balance to Finance

(1 + 2 - 3 + 4 + 5 + 6 - 7) .8. \$ 11696.86

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.

ORDER OUT VEHICLE NOT PRICE PROTECTED (See Back of Contract for Details)

81 Rev. 2/06 Copyright 2006 GM Auto & Truck Dealers Assoc.

13302P
TRAMOSIA
Phillips

CONFIRMATION OF SECURITY INTEREST (LIEN) PERFECTION

T084 10/2004 s 342.20(3)Wis. Stats.



DEBTOR NAME AND ADDRESS This lien has been recorded with the Wisconsin Department of Transportation.

PHILLIPS TRAMOSIA S
4007 W CHAMBERS ST #4
MILWAUKEE WI 53210

| Year | Make | Body Style | Vehicle Identification Number | County of Debtor Residence | Secured Party No. | Date Printed |
|------|------|------------|-------------------------------|----------------------------|-------------------|--------------|
| 2005 | CHEV | 4D | 1G1ZT54835F156462 | MILWAUKEE | 107955 | 03/25/06 |

SECURED PARTY (LIENHOLDER) NAME AND ADDRESS

000415
HALL CHEVRDLET CO INC
11011 W NORTH AVE
MILWAUKEE WI 53226

Lending Agency: Retain this document until the lien has been satisfied. See reverse side of this form for removing this lien.
Valid lien release only if signed on reverse side.

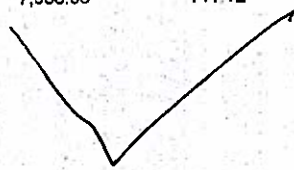
Mary B. Grossman, Chapter 13 Trustee

Check No. 1023836

Pay to: 00049418 HALL CHEVROLET CO. INC.

Please notify the Court & us of any changes made after filing of your claim (ex. account number, address, claim assignment, etc.)

| Case No. | Cln | Debtor Name | Account No. | Balance | Principal Pmt | Interest Pmt | Total |
|--------------------|-----|-------------------------|-------------|----------|---------------|--------------|--------|
| 08-20345-MDM 002-0 | | TRAMOSIA SUREE PHILLIPS | | 7,933.95 | 141.12 | 58.88 | 200.00 |



7792.83



DEPARTMENT OF PUBLIC WORKS - TOW LOT
3811 West Lincoln Avenue - Milwaukee, WI 53215
Ph: (414) 286-2700 - Fax: (414) 286-5093
TDD: (414) 286-2025

Tuesday, February 17, 2009

Hall Chevrolet
David A. Poch
11011 W. North Ave.
Milwaukee, WI 53226

RE: Public Records Request

Dear Poch:

We are in receipt of your public records request dated February 4, 2009 for Tow Number 136299. Enclosed you will find a copy of the Tow Record.

This vehicle was sold on September 4, 2008 on J-Bid #2455. The vehicle was sold to 688 CARS INC., W230 S8895 Clark Street, West Bend, Wisconsin 53103. The vehicle was sold for \$4, 279.87.

The Milwaukee Tow Lot is a subsidiary of the City of Milwaukee, Department of Public Works. Any fees or monies collected are deposited accordingly.

Please do not hesitate to contact me should you have any questions regarding this matter.

Very Truly Yours,

V. Young
City of Milwaukee
Tow Lot Assistant III

1 414-431-1976

letter mailed
2-17-09



Sales Order

REMOVAL ORDER
City of MILWAUKEE
DEPARTMENT OF PUBLIC WORKS - TOW LOT
3811 WEST LINCOLN AV.
MILWAUKEE WI 53215

JBid 2455

ORIGINAL 9/1/2008

Sold To: 688 CARS INC.
W230 S 8895 CLARK STREET
BIG BEND, WI. 53103

Contacts:
THOMAS L SARNOWSK PEDRO RIVERA
(414) 688-2277 (414) 234-0345

| Tow Num | Row | Space | VIN | Year | Make | Model | Style | Color | Price | |
|---------|---------|-------|-------|-------------------|------|-------|-------|-------|-------|------------|
| 19 | 1362991 | H | 048NK | 1G1ZTS4835F156462 | 5 | CHEV | MAI. | 4D | RED | \$4,279.87 |
| 41 | 1363146 | H | 108NK | 1GCGK29F6RE217631 | 94 | CHEV | TK | PK | SIL | \$676.99 |
| 46 | 1363172 | G | 023NK | WBAAK740XE9022475 | 84 | BMW | 318I | 2D | BLK | \$527.39 |

Check / MO number 1122 Total Cars 3 Amount Due: \$5,484.25
 Payment Recd Date 9/8/08
 Payment Recd By V.R.

9-5-08
725
Thomas S.

the

PAID SEP 08 2008

Thomas L Sarnowski
 Authorized Agent *Pedro Rivera*
 Tow Lot Manager

THIS MATERIAL IS TO BE REMOVED IN ACCORDANCE WITH CITY POLICIES AND BID FORM WHICH ARE PART OF THIS AWARD. PAYMENTS SHALL BE MADE IN ADVANCE BY CASH OR CERTIFIED CHECK. AFTER WHICH THE MATERIAL MAY BE REMOVED ONLY IN THE PRESENCE OF A REPRESENTATIVE OF DPW. NOTIFICATION WILL BE GIVEN WHEN THE MATERIAL IS TO BE REMOVED FROM THE DESIGNATED AREA.

A REPRESENTATIVE OF DPW MUST BE ON HAND WHEN VEHICLES ARE REMOVED. ALL MATERIAL IS "AS IS WHERE IS"
 VEHICLES MUST BE REMOVED FROM THE TOW LOT WITHIN 3 BUSINESS DAYS. OTHERWISE, A STORAGE FEE OF \$11/DAY WILL BE CHARGED.

V.R.



City Hall
200 East Wells Street
City Clerk, Room 205
Milwaukee, WI 53202

May 15, 2009

Ronald D. Leonhardt

It has come to our attention after requesting open records information that monies were given to the City of Milwaukee that legally belonged to us. The amount of our claim against the City is \$4,279.87. The circumstances surrounding our claim are described herein.

Hall Chevrolet was the perfected security lienholder of a vehicle owned by Tramosia Phillips as clearly demonstrated on the registration information for the said vehicle. The vehicle in question is a 2005 Chevrolet Malibu, Vehicle ID# 1G1ZT54835F156462. Ms. Phillips allowed her vehicle to be towed to your city lot as the result of some mishap on July 18, 2008. After attempts to notify how she could retrieve her car, she did not respond. The vehicle in question was disposed of by the city on September 4, 2008. Monies for the vehicle were received by the city in the amount of \$4,279.87. We, as secured lienholder, were not notified of the transaction nor were forwarded any of the proceeds.

In December of 2008, telephone calls were made to the city tow lot seeking information as to what the disposal result was and how much was received for the vehicle. This was followed up a fax on December 8, 2008 requesting information regarding the vehicles disposal. Again on February 4, 2009, seeking this information again. And again on February 18, 2009, a letter was sent to David Lawrence, the tow lot administrator. Complete information was finally received on May 14, 2009.

We are entitled to this recovery according Wis. Stats. 779 and therefore seek the amount of \$4,279.87 from the City of Milwaukee. Since time is of the essence, this amount is due us immediate. The name and address these monies should be sent to is:

Hall Chevrolet Co. Inc.
11011 West North Avenue
Milwaukee, WI 53226

Please call me if you have any questions.
Sincerely,

David A. Poch
Chief Financial Officer
Hall Chevrolet Co. Inc.

cc: Michael T. Simons

enc: 17

WORLD CLASS CHEVY CENTER





BILL TO:

CITY OF MILWAUKEE
200 EAST WELLS STREET
CITY CLERK, ROOM 205
MILWAUKEE, WI 53202

AMOUNT:

\$4,279.87

REMIT TO:

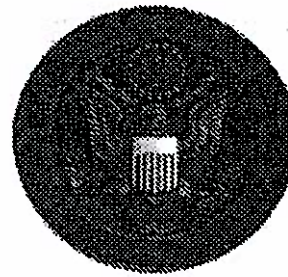
HALL CHEVROLET CO. INC.
11011 WEST NORTH AVENUE
MILWAUKEE, WI 53226

WORLD CLASS CHEVY CENTER



IT IS HEREBY ORDERED
AS DESCRIBED BELOW.

DATED: June 05, 2009



A handwritten signature in black ink, appearing to read 'Margaret Dee McGarity', is written over a horizontal line.

Honorable Margaret Dee McGarity
Chief United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In Re: TRAMOSIA SUREE PHILLIPS

Chapter 13 Bankruptcy

Debtor

Case No. 08-20345 MDM

ORDER DISMISSING CASE - CONFIRMED PLAN

An order for relief under 11 USC Chapter 13 was entered in the case of the debtor(s) named above, a subsequent motion to dismiss the case was filed pursuant to 11 USC Sec. 1307 (c), and it was determined after notice and a hearing on the motion, or no hearing having been held in the absence of an objection or request for hearing, that the case should be dismissed for the following reason(s):

Failure to make payments necessary to fund the Plan as required by 11 USC 1326.

IT IS HEREBY ORDERED:

1. The case of the debtor(s) is hereby dismissed.
2. The Trustee is authorized to distribute funds being held in this case pursuant to the confirmed Plan as and for adequate protection for the creditors.

###

779.41 LIENS

(a) A trailer or semitrailer designed for use with a road tractor, for charges in excess of \$4,500.

(b) Road machinery, including mobile cranes and trench hoes, farm tractors, machines of husbandry, or off-highway construction vehicles and equipment, for charges in excess of \$7,500.

(c) A motor vehicle not included under par. (a) or (b) with a manufacturer's gross weight rating, including, with respect to road tractors, a manufacturer's gross weight rating for the combined carrying capacity of the tractor and trailer, of:

1. More than 10,000 and less than 20,000 pounds, for charges in excess of \$3,000.

2. 20,000 pounds or more but less than 40,000 pounds, for charges in excess of \$6,000.

3. 40,000 pounds or more but less than 60,000 pounds, for charges in excess of \$9,000.

4. 60,000 pounds or more, for charges in excess of \$12,000.

(1m) Annually, on January 1, the department of agriculture, trade and consumer protection shall adjust the dollar amounts identified under sub. (1) (intro.), (a), (b) and (c) 1. to 4. by the annual change in the consumer price index, as determined under s. 16.004 (8) (e) 1., and publish the adjusted figures.

NOTE: The department will publish the adjusted mechanic's lien limits in the December 31st issue of the Wisconsin Administrative Register.

(1s) (a) Subsection (1), as it applies to a mechanic, mechanic's employer or keeper of a garage or shop, applies to a boat mechanic, boat mechanic's employer, person who tows a boat or keeper of a marina or shop at which boats are repaired, except as follows:

1. The lien provided by this subsection is subject to the lien of any security interest in the boat that is perfected as provided by law prior to the commencement of the work for which the lien is claimed unless the work was done with the express consent of the holder of the security interest, but only for charges in excess of \$1,200.

2. Within 30 days after the charges for the work become past due, the person claiming a lien under this subsection shall send written notice to the owner of the boat and the holder of the senior lien on the boat informing them that they must take steps to obtain the release of the boat. To reclaim the boat, the owner or the senior lienholder must pay all charges that have a priority over other security interests under this subsection and all reasonable storage charges on the boat that have accrued after 60 days from the date that the charges for the work became past due. A reasonable effort to notify the owner and the holder of the senior lien satisfies the notice requirement under this subdivision. Failure to make a reasonable effort to notify the owner and the senior lienholder renders void any lien to which the person may be entitled under this subsection.

(b) A lien under this subsection is in addition to any remedy available under ch. 780.

(2) Every keeper of a garage or repair shop who alters, repairs, or does any work on any detached accessory, fitting, or part of an automobile, a truck, a motorcycle, a moped, a motor bicycle or similar motor vehicle, a bicycle, or an electric personal assistive mobility device, at the request of the owner or legal possessor thereof, shall have a lien upon and may retain possession of any such accessory, fitting, or part until the charges for such alteration, repairing, or other work have been paid. If the detached article becomes attached to such motor vehicle, bicycle, or electric personal assistive mobility device while in the possession of the keeper, the keeper has a lien on the motor vehicle, bicycle, or electric personal assistive mobility device under sub. (1).

(3) Insofar as the possessory right and lien of the person performing labor and services under this section are released, relinquished and lost by the removal of property upon which a lien has accrued, it is prima facie evidence of intent to defraud if upon the removal of such property, the person removing the property issues any check or other order for the payment of money in payment of

the indebtedness secured by the lien, and thereafter stops payment on the check or order. This subsection does not apply when a check is stopped because the product is improperly repaired or improperly serviced and the product has been returned to the person performing the labor or services for proper repair or service.

History: 1971 c. 333; 1979 c. 32 s. 57; 1979 c. 176, 252; Stats. 1979 s. 779.41; 1983 a. 243; 1987 a. 399; 1995 a. 107, 331; 1997 a. 35; 2001 a. 90.

Cross-reference: See s. 779.48 (2) for method of enforcing a mechanics' lien.

The lien of a garage keeper who did not obtain the consent of the lienholder to make the repairs was limited to the statutory amount, and the garage keeper could not claim more under a theory of unjust enrichment. *Industrial Credit Co. v. Inland G. M. Diesel*, 51 Wis. 2d 520, 187 N.W.2d 157 (1971).

Upon a conditional release of personal property by the lienor, the lien is enforceable against all parties except a bona fide purchaser for value or a subsequent levying creditor with no notice of the lien. *M&I Western State Bank v. Wilson*, 172 Wis. 2d 357, 493 N.W.2d 387 (Cl. App. 1992).

The legislature did not create a crime or invoke criminal penalties in enacting sub. (3), which renders stopping payment on a check used to pay for certain repairs to personal property "prima facie evidence of intent to defraud." This section could operate to establish prima facie evidence of only one of the elements of the crime of theft defined in s. 943.20 (1) (d). 63 Arty. Gen. 81.

779.415 Liens on motor vehicles for towing and storage.

(1) (a) Every motor carrier holding a permit to perform vehicle towing services, every licensed motor vehicle salvage dealer and every licensed motor vehicle dealer who performs vehicle towing services or stores a motor vehicle, when such towing or storage is performed at the direction of a traffic officer or the owner of the vehicle, shall, if the vehicle is not claimed as provided herein, have a lien on the motor vehicle for reasonable towing and storage charges, and may retain possession of the vehicle until such charges are paid. If the vehicle is subject to a lien perfected under ch. 342, a towing lien shall have priority only to the extent of \$75 for a motor vehicle having a gross weight of 20,000 pounds or less and \$250 for a motor vehicle having a gross weight of more than 20,000 pounds and a storage lien shall have priority only to the extent of \$7 per day but for a total amount of not more than \$420 for a motor vehicle having a gross weight of 20,000 pounds or less and \$20 per day but for a total amount of not more than \$1,200 for a motor vehicle having a gross weight of more than 20,000 pounds. If the value of the vehicle exceeds \$500, the lien may be enforced under s. 779.48 (2). If the value of the vehicle does not exceed \$500, the lien may be enforced by sale or junking substantially as provided in sub. (2).

(b) If the vehicle is towed or stored under the directions of a traffic officer, any personal property within the vehicle shall be released to the owner of the vehicle as provided under s. 349.13 (5) (b) 2. No additional charge may be assessed against the owner for the removal or release of the personal property within the vehicle.

(1m) Within 30 days after taking possession of a motor vehicle, every motor carrier, licensed motor vehicle salvage dealer and licensed motor vehicle dealer under sub. (1) shall send written notice to the owner of the vehicle and the holder of the senior lien on the vehicle informing them that they must take steps to obtain the release of the motor vehicle. To reclaim the vehicle, the owner or the senior lienholder must pay all towing and storage charges that have a priority under sub. (1) (a) and all reasonable storage charges that have accrued after 60 days from the date on which possession of the motor vehicle was taken. A reasonable effort to so notify the owner and the holder of the senior lien satisfies the notice requirement of this subsection. Failure to make a reasonable effort to so notify the owner and the senior lienholder renders void any lien to which the motor carrier, licensed motor vehicle salvage dealer or licensed motor vehicle dealer would otherwise be entitled under sub. (1).

(2) At least 20 days prior to sale or junking, notice thereof shall be given by registered mail to the person shown to be the owner of the vehicle in the records of the department of transportation and to any person who has a lien on such vehicle perfected under ch. 342, stating that unless the vehicle is claimed by the owner or the owner's agent within said 20 days the vehicle will be exposed for sale or junked, as the case may be. If the proceeds of

the sale exceed the charges, the balance shall be paid to the holder of the senior lien perfected under ch. 342, and if none, then to the owner as shown in the records of the department of transportation.

History: 1977 c. 29 s. 1654 (7) (b); 1977 c. 273; 1979 c. 32 ss. 57, 92 (9); Stats. 1979 s. 779.415; 1983 a. 213, 445; 1989 a. 320; 1995 a. 62.

779.42 Obtaining mechanic's services by misrepresentation of interest in personal property. Any person who, for the purpose of inducing any mechanic, or keeper of a garage or shop, or the employer of a mechanic to transport, make, alter, repair or do any work on any personal property, makes any misrepresentation as to the nature or extent of the person's interest in said property or as to any lien upon said property shall be fined not more than \$200 or imprisoned not more than 6 months or both.

History: 1979 c. 32 s. 57; 1979 c. 176; Stats. 1979 s. 779.42.

779.43 Liens of keepers of hotels, livery stables, garages, marinas and pastures. (1) As used in this section:

(a) "Boarding house" includes a house or other building where regular meals are generally furnished or served to 3 or more persons at a stipulated amount for definite periods of one month or less.

(b) "Lodging house" includes any house or other building where rooms or lodgings are generally rented to 3 or more persons received or lodged for hire, or any part of a house or other building that is let for sleep at stipulated rentals for definite periods of one month or less, whether any or all of the rooms or lodgings are let or used for light housekeeping or not, except that duplex flats or apartment houses actually divided into residential units shall not be considered lodging houses.

(c) "Marina" includes any property used for the storage, repair or mooring of boats, whether on land or in water.

(2) (a) Except as provided in par. (b), every keeper of an inn, hotel, boarding house or lodging house shall have a lien upon and may retain possession of all baggage and other effects brought into the place by any guest, boarder or lodger, whether the baggage and effects are the property of or under the control of the guest, boarder or lodger, or are the property of any other person liable for the board and lodging for the proper charges owing the keeper for board, lodging and other accommodation furnished to or for a guest, boarder or lodger, and for all moneys loaned, not exceeding \$50, and for extras furnished at the written request signed by the guest, boarder or lodger, until the charges are paid. Any execution or attachment levied upon the baggage or effects shall be subject to the lien given by this section and the costs of satisfying it.

(b) The lien given by this section does not cover charges for alcohol beverages nor the papers of any soldier, sailor or marine that are derived from and evidence of military or naval service or adjusted compensation, pension, citation medal or badge.

(3) Subject to sub. (4), every keeper of a garage, marina, livery or boarding stable, and every person pasturing or keeping any carriages, automobiles, boats, harness or animals, and every person or corporation, municipal or private, owning any airport, hangar or aircraft service station and leasing hangar space for aircraft, shall have a lien thereon and may retain the possession thereof for the amount due for the keep, support, storage or repair and care thereof until paid. But no garage or marina keeper shall exercise the lien upon any automobile or boat unless the keeper gives notice of the charges for storing automobiles or boats on a signed service order or by posting in some conspicuous place in the garage or marina a card that is easily readable at a distance of 15 feet.

(4) (a) The lien of a marina keeper under this section is subject to the lien of any security interest in the boat that is perfected as provided by law prior to the commencement of the services for which the lien is claimed unless the services were done with the express consent of the holder of the security interest, but only for charges in excess of \$1,200.

(b) Within 30 days after the charges for the services of a marina keeper become past due, the marina keeper shall send written notice to the owner of the boat and the holder of the senior lien on the boat informing them that they must take steps to obtain the release of the boat. To reclaim the boat, the owner or the senior lienholder must pay all charges that have a priority over other security interests under par. (a) and all reasonable storage charges on the boat that have accrued after 60 days from the date that the charges for the services became past due. A reasonable effort to notify the owner and the holder of the senior lien satisfies the notice requirement under this paragraph. Failure to make a reasonable effort to notify the owner and the senior lienholder renders void any lien to which the marina keeper may be entitled under this section.

(c) A lien of a marina keeper under this section is in addition to any remedy available under ch. 780.

History: 1979 c. 32 s. 57; 1979 c. 176; Stats. 1979 s. 779.43; 1981 c. 79 s. 17; 1995 a. 331; 1997 a. 254.

No garage keeper's lien is imposed under sub. (3) when storage occurs without an owner's consent. *Bob Ryan Leasing v. Sampair*, 125 Wis. 2d 266, 371 N.W.2d 405 (Cl. App. 1985).

779.44 Liens of consignees. Every consignee of property shall have a lien thereon for any money advanced or negotiable security given by the consignee to or for the use of the person in whose name the shipment of such property is made, and for any money or negotiable security received by such person for personal use unless the consignee shall, before advancing any such money, or giving such security, or before it is so received for personal use, have notice that such person is not the actual owner thereof.

History: 1979 c. 32 s. 57; 1979 c. 176; Stats. 1979 s. 779.44.

A consignment need not be for the purpose of sale. A tender of the amount due must be made and is not waived merely by an excessive demand for payment made in good faith and in ignorance of the scope of the lien. *Power Transmission Equipment Corp. v. Beloit Corp.* 55 Wis. 2d 540, 201 N.W.2d 13 (1972).

779.45 Liens of factors, brokers, etc. Every factor, broker or other agent entrusted by the owner with the possession of any bill of lading, customhouse permit, warehouse receipt or other evidence of the title to personal property, or with the possession of personal property for the purpose of sale or as security for any advances made or liability incurred by the factor, broker or agent in reference to such property, shall have a lien upon such personal property for all such advances, liability incurred or commissions or other moneys due for services as such factor, broker or agent, and may retain the possession of such property until such advances, commissions or moneys are paid or such liability is discharged.

History: 1979 c. 32 s. 57; 1979 c. 176; Stats. 1979 s. 779.45.

779.46 Jeweler's lien. Every jeweler, watchmaker or silversmith who shall do any work on any article at the request of the owner or legal possessor of such property, shall have a lien upon and may retain the possession of such article until the charges for alteration, repair or other work have been paid.

History: 1979 c. 32 s. 57; Stats. 1979 s. 779.46.

779.47 Plastics fabricator's lien. (1) DEFINITIONS. In this section:

(a) "Plastics fabricator" means a person who uses toolings to fabricate or manufacture plastic products or a person who makes or provides toolings for use in the fabrication or manufacture of plastic products.

(b) "Toolings" includes masters, models, patterns, tools, dies, molds, jigs, fixtures, forms and designs that are used in the fabrication or manufacture of plastic products.

(2) LIEN. Subject to sub. (2m), a plastics fabricator shall have a lien on all toolings and plastic products in the plastics fabricator's possession that belong to the customer for the amount owed the plastics fabricator by the customer for toolings or for plastics fabrication processing or work. The plastics fabricator may retain