

December 6, 2010

Federal Aviation Administration  
Attn: Dale Nelson  
Albuquerque Flight Standards  
District Office  
1601 Randolph Rd. SE  
Albuquerque NM 87106

RE: Aviation accident  
September 28, 2010  
Cessna 175, N9431B

Dear Mr. Nelson:

I wish to make the following statement to convey to federal authorities the events that comprise the above-described accident. When I was interviewed initially about the accident by a local law enforcement officer, I was injured and in a lot of pain, and it caused me to not think clearly and to exercise bad judgment, and I provided inaccurate information. When this inaccurate information was then passed on to the FAA by local law enforcement, I did nothing to correct it.

I was hired by Maynard Ruyle, the owner of the Cessna 175, to perform maintenance and repairs necessary to return the aircraft to airworthy condition. At the time of the accident, I was intending to fly the aircraft from Mr. Ruyle's base in Deming to my shop in Rodeo, New Mexico. As I departed and climbed through approximately fifty feet, the engine quit. I attempted to maintain aircraft control, but, as is obvious, I landed with too high a descent rate.

A second reason that caused me to set the record straight is the attached letter I received from Mr. Ruyle.

I am willing to cooperate to any extent necessary for you to complete your investigation. Please contact me through my attorney, Robert Andreotti, and I will see that the information you request is provided.

Thank you for your consideration.

Sincerely,



CHARLES FREDERICK CHAMBERLAIN III

November 17, 2010

Rick Chamberlain IA  
[REDACTED]

Rodeo NM 88056

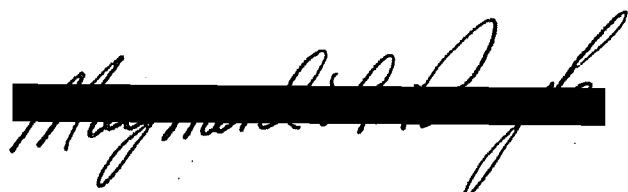
After the meeting with you and the FAA on Nov. 16, 2010 and your remarks to me about you being unwilling to doing anything to fix the 175, or paying for the damage you caused, this is what must happen within 48 hrs from the time you receive this letter.

1. You are going to bring the Cessna 207 to my runway with a bill of sale, and log books to me.
2. You are going to take the Cessna 175 as payment in full for the Cessna 207.
3. If you don't do number 1 & 2 I will give the video taken of all the flights with you as pilot to the FAA. It also has all the detail of the crash on the video along with your wife taxing out behind you to take off for your place in Rodeo as intended from the beginning. I also have a recording of every conversation we have had and of you telling me to lie to the FAA just as you did lie to them FAA. I can prove the damage to the 175 was because of what you did in the plane on takeoff as the pilot in command and what caused the damage.

Unless you can come with something to take care of the \$35,000.00 for the person that invested in the Cessna 175 and cover my losses, action on my part will take place as soon as possible after the 48 hrs after you receive this letter.

I prefer that we settle this privately and honorable rather than taking this to court. If we do take this to court, the misrepresentations you made to the FAA at the meeting on November 16, 2010 would necessarily come to light. The video and audio recordings in my possession are irrefutable.

This will be your Tort Claim Notice if you fail to act in the 48 hrs as stated above.

  
[REDACTED]  
Maynard L. Ruyle  
[REDACTED]

Deming NM 88030