IN THE COURT OF APPEALS OF IOWA

No. 9-096 / 08-0662
Filed March 11, 2009

BEULAH ZIMMER, Administrator of the Estate of Ceil Creswell,
Plaintiff-Appellant,

vs.

WALTER VANDER WAAL, Sr., and ROLLING VIEW FARMS, INC., an Iowa Corporation,
Defendants-Appellees.

Appeal from the Iowa District Court for Sioux County, Duane E. Hoffmeyer, Judge.

Plaintiff appeals from an adverse declaratory ruling. **AFFIRMED.**

Michael J. Jacobsma of Jacobsma, Clabaugh & Freking P.L.C., Sioux Center, for appellant.

Sharese A. Manker and Douglas L. Phillips of Klass Law Frim, L.L.P., Sioux City, for appellees.

Considered by Sackett, C.J., and Potterfield and Mansfield, JJ.

POTTERFIELD, J.

Plaintiff, the administrator of the estate of Ceil Creswell, appeals from an adverse declaratory ruling. We affirm.

I. Background Facts and Proceedings.

Ceil Creswell was injured when the motor vehicle he was operating collided with a farm tractor owned by Hank Vander Waal and operated by Matthew Vander Waal. Matthew Vander Waal was pulling a trailer owned by Rolling View Farms, Inc.

Plaintiff brought suit against the Vander Waals and Rolling View Farms. Plaintiff sought to hold Rolling View Farms vicariously liable for Creswell's injuries under Iowa Code section 321.493 (2003), contending that when the trailer was attached to the tractor, the two became one "motor vehicle" for purposes of civil liability. Rolling View Farms denied any liability.

Plaintiff filed a request for declaratory relief asking the court to declare that a trailer attached to a motor vehicle becomes a motor vehicle for purposes of section 321.493. Rolling View Farms resisted. The district court ruled that by definition a trailer is not a motor vehicle. Moreover, the court ruled a trailer does not qualify as a motor vehicle when it is attached to a motor vehicle because such a ruling would render portions of the statute superfluous. The district court overruled plaintiff's request for declaratory relief and Rolling View Farms was subsequently granted summary judgment. Plaintiff now appeals.

II. Analysis.

Our review of statutory interpretation is at law. *State ex rel. Schuder v. Schuder*, 578 N.W.2d 685, 687 (Iowa 1998).

Iowa Code section 321.493 provides in pertinent part:

> [I]n all cases where damage is done by any motor vehicle by reason of negligence of the driver, and driven with the consent of the owner, the owner of the motor vehicle shall be liable for such damage. For purposes of this subsection, "*owner"* means the person to whom the certificate of title for the vehicle has been issued or assigned or to whom a manufacturer's or importer's certificate of origin for the vehicle has been delivered or assigned.

(Emphasis added.) Plaintiff argues that Rolling View Farms as the owner of a motor vehicle is liable for Creswell's injuries under section 321.493.

We begin our discussion with the definitions provided in chapter 321. The parties agree that the trailer owned by Rolling View Farms is a "vehicle" as defined in section 321.1(90) (defining a "vehicle" as "every device in, upon, or by which any person or property is or may be transported or drawn upon a highway," excluding certain devices not relevant here). The fighting issue is whether a trailer attached to a tractor is a "motor vehicle."

For purposes of chapter 321, definitions distinguish a "motor vehicle" from a "trailer." A "motor vehicle" is defined in section 321.1(42)(a) as "a vehicle which is self-propelled, but not including vehicles known as trackless trolleys." By contrast, a "trailer" is defined in section 321.1(85) as "every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle." The vehicle owned by Rolling View Farms is without motive power and, consequently, by definition is not a motor vehicle as that term is used in chapter 321.

> [T]he owner consent statute . . . is primarily a financial responsibility law. Its purpose is to protect third parties from the careless operation of motor vehicles by making owners responsible

> for the negligence of operators to whom they entrust their vehicles. The statute was enacted over seventy years ago upon the recognition that "an automobile is a dangerous instrumentality."

Scott v. Wright, 486 N.W.2d 40, 43 (Iowa 1992) (citations omitted). Plaintiff argues that a trailer attached to a tractor becomes a motor vehicle for purposes of section 321.493, in light of the purpose of the owner consent statute. We reject plaintiff's interpretation.

The legislature could have defined a motor vehicle in the way plaintiff suggests: in fact, it has done so for purposes of chapter 325A (Motor Carrier Authority). Section 325A.1(12) provides: "'Motor vehicle' means an automobile, motor truck, truck tractor, road tractor, motor bus, or other self-propelled vehicle, *or a trailer*, semitrailer, or other device used in connection with the transportation of property or passengers." (Emphasis added.) Yet, the legislature did not define "motor vehicle" to include a trailer for purposes of chapter 321. We must assume the legislature intended different meanings. *See Johnson v. Iowa Dist. Ct.*, 756 N.W.2d 845, 850 (Iowa 2008).

Moreover, the purpose of the statute—to protect third parties from the careless operation of motor vehicles, *Scott*, 486 N.W.2d at 43—does not require an extension of the definition of "motor vehicle" beyond the unambiguous definition provided. Section 321.1(48) defines "operator" as synonymous with "driver" and states that term "means every person who is in actual physical control of a motor vehicle upon a highway." Thus, the legislature intended to protect third parties from the careless acts of the person in actual physical control of a self-propelled vehicle.

One does not "operate" a trailer which is defined as a vehicle which is without motive power. To adopt plaintiff's interpretation would extend owner consent liability beyond the scope of the legislature's intent and would render the definition of "trailer" contained in section 321.1(85) superfluous.

When confronted with the task of determining the meaning of a statute, our supreme court has stated:

> The goal of statutory construction is to determine legislative intent. We determine legislative intent from the words chosen by the legislature, not what it should or might have said. Absent a statutory definition or an established meaning in the law, words in the statute are given their ordinary and common meaning by considering the context within which they are used. Under the guise of construction, an interpreting body may not extend, enlarge or otherwise change the meaning of a statute.

Auen v. Alcoholic Beverages Div., 679 N.W.2d 586, 590 (Iowa 2004) (citations omitted). The interpretation of a statute requires an assessment of the statute in its entirety, not just isolated words or phrases. *Schadendorf v. Snap-On Tools Corp*., 757 N.W.2d 330, 337 (Iowa 2008). "[W]e avoid interpreting a statute in such a way that portions of it become redundant or irrelevant." *Id.* (citation omitted).

We conclude the district court properly declared that a trailer attached to a motor vehicle does not qualify as a motor vehicle for purposes of owner consent liability under Iowa Code section 321.493.

AFFIRMED.