The original documents are located in Box 65, folder "10/17/76 HR10826 Prohibiting the Unlawful Use of a Rented Motor Vehicle in the District of Columbia" of the White House Records Office: Legislation Case Files at the Gerald R. Ford Presidential Library

APPROVED
OCT 17 1976

10/17/76

THE WHITE HOUSE

WASHINGTON

October 14, 1976

ACTION

Last Day: October 18

Posted 10/18/76

archives 10/18/76

MEMORANDUM FOR THE PRESIDENT

FROM: JIM CANNON

SUBJECT: H.R. 10826 - Prohibiting the Unlawful Use of a Rented Motor Vehicle in the District of Columbia

Attached for your consideration is H.R. 10826, sponsored by Delegate Walter Fauntroy.

The enrolled bill would provide authority to the District of Columbia government to prosecute against abuse of motor vehicle rental agreements in the District -- failure to return rented vehicles at the end of the contract rental period. The bill is necessary because the existing D.C. statute enacted in 1913 has been found in several court decisions to be inadequate for prosecution. Also, the Council of the District of Columbia is prohibited from amending the criminal laws of the District until January 3, 1979.

A detailed explanation of the provisions of the enrolled bill is provided in OMB's enrolled bill report at Tab A.

OMB, Max Friedersdorf, Counsel's Office (Kilberg) and I recommend approval of the enrolled bill.

RECOMMENDATION

That you sign H.R. 10826 at Tab B.

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

OCT 11 1976

MEMORANDUM FOR THE PRESIDENT

Subject: Enrolled Bill H.R. 10826 - Prohibiting the Unlawful Use of a Rented Motor Vehicle in the District of Columbia
Sponsor - Mr. Fauntroy (D) District of Columbia

Last Day for Action

October 18, 1976 - Monday

Purpose

Permits more effective prosecution against unlawful use of rented motor vehicles in the District of Columbia.

Agency Recommendations

Office of Management and Budget	Approval
District of Columbia Government	Approval (informally)
Department of Justice	No objection (informally)

Discussion

H.R. 10826 would provide authority to the District of Columbia government to prosecute against a serious abuse of motor vehicle rental agreements in the District -- failure to return rented motor vehicles at the end of the contract rental period. The bill is necessary because the existing District of Columbia statute dealing with unauthorized use of motor vehicles, enacted in 1913 long before car rental abuses became a problem, has been found in several court decisions to be inadequate for prosecution of vehicle rental agreement violations. Also, since the Council of the District of Columbia is prohibited from amending the criminal laws of the District until January 3, 1979, enactment of this bill is necessary to change the existing District of Columbia statute.

H.R. 10826 would:

-- reenact existing law which makes taking or using a motor vehicle without the owner's consent a felony offense.

-- make it a felony offense for any person who rents, leases, or uses a motor vehicle pursuant to a written agreement to knowingly fail to return the vehicle within 18 days after written demand is made for its return. Maximum penalties for this offense would be a $1,000 fine, or imprisonment of 3 years, or both.

-- establish the following three conditions to ensure that reasonable notice of possible criminal penalties for failure to return the vehicle is made to the lessee:

(1) the written agreement between lessee and lessor would contain notice that failure to return the vehicle may result in a criminal penalty of up to 3 years in jail;

(2) a similar specified notice would be clearly and conspicuously displayed on the vehicle dashboard; and

(3) such notice would also be included in the written demand for return of the vehicle which must be either actually delivered to the lessee, or mailed by registered or certified letter with return receipt requested.

Enactment of H.R. 10826 would result in the strengthening of the criminal laws of the District and would hopefully result in discouraging the unlawful use of rented motor vehicles in that jurisdiction.

James T. Lynn
Director

Enclosures

THE WHITE HOUSE

ACTION MEMORANDUM WASHINGTON LOG NO.:

18

Date: October 11 Time: 1000pm

FOR ACTION: Steve McConahey ok
Max Friedersdorf
Bobbie Kilberg ok

cc (for information):

FROM THE STAFF SECRETARY

DUE: Date: October 13 Time: 1100am

SUBJECT:

H.R.10826-Rrohibiting the Unlawful use of a rented motor vehicle in the District of Columbia

ACTION REQUESTED:

____ For Necessary Action ____ For Your Recommendations

____ Prepare Agenda and Brief ____ Draft Reply

_x_ For Your Comments ____ Draft Remarks

REMARKS:

please return to judy johnston,ground floor west wing

PLEASE ATTACH THIS COPY TO MATERIAL SUBMITTED.

If you have any questions or if you anticipate a delay in submitting the required material, please telephone the Staff Secretary immediately.

K. R. COLE, JR.
For the President

Date: Oct 11 Time: 1000pm

FOR ACTIO Steve McConahey
Max Friedersdorf
Bobbie Kilberg

cc (for information):

FROM THE STAFF SECRETARY

DUE: Date: October 13 Time: 1100am

SUBJECT:

H.R.10826-Prohibiting the Unlawful use of a rented motor vehicle in the District of Columbia

ACTION REQUESTED:

____ For Necessary Action ____ For Your Recommendations

____ Prepare Agenda and Brief ____ Draft Reply

_x_ For Your Comments ____ Draft Remarks

REMARKS:

please return to judy johnston,ground floor west wing

Recommend Approval
Esp

PLEASE ATTACH THIS COPY TO MATERIAL SUBMITTED.

If you have any questions or if you anticipate a delay in submitting the required material, please telephone the Staff Secretary immediately.

James M. Cannon
For the President

Date: October 11 Time: 1000pm

FOR ACTION: Steve McConahey
Max Friedersdorf
Bobbie Kilberg

cc (for information):

FROM THE STAFF SECRETARY

DUE: Date: October 13 Time: 1100am

SUBJECT:

H.R.10826-Prohibiting the Unlawful use of a rented motor vehicle in the District of Columbia

ACTION REQUESTED:

____ For Necessary Action ____ For Your Recommendations

____ Prepare Agenda and Brief ____ Draft Reply

_x_ For Your Comments ____ Draft Remarks

REMARKS:

please return to judy johnston, ground floor west wing

approval RHog 10/12/76

PLEASE ATTACH THIS COPY TO MATERIAL SUBMITTED.

If you have any questions or if you anticipate a delay in submitting the required material, please telephone the Staff Secretary immediately.

James M. Cannon
For the President

ASSISTANT ATTORNEY GENERAL
LEGISLATIVE AFFAIRS

Department of Justice
Washington, D.C. 20530

October 12, 1976

Honorable James T. Lynn
Director, Office of Management
and Budget
Washington, D. C.

Dear Mr. Lynn:

In compliance with your request, I have examined a facsimile of the enrolled bill H.R. 10826, "To amend the Act establishing a code of law for the District of Columbia to prohibit the unauthorized use of a motor vehicle obtained under a written rental or other agreement."

Present section 2204 of title 22, District of Columbia Code, proscribes the unauthorized use of motor vehicles but does not specifically refer to the failure to return a rented vehicle upon the expiration of the rental period. Retention of the vehicle by the renter under these circumstances has been held to be outside the scope of section 2204. United States v. McLaughlin (Dist. Ct. D.C.) 278 F. Supp. 320 (1967).

H.R. 10826 would amend section 2204 to specifically include within that section's prohibitions the failure to return a rented vehicle within eighteen days after a written demand is made for its return. The bill also requires that vehicle rental agreements contain an explicit warning of the criminal consequences of a failure to return the vehicle. Similar warnings must be posted on the dashboard of the vehicle and contained in the required letter of demand for the vehicle's return. Where the failure to return the vehicle was caused by conditions beyond

a defendant's control, such conditions may be raised as an affirmative defense.

The Department of Justice has no objection to Executive approval of this bill.

Sincerely,

Michael M. Uhlmann

Michael M. Uhlmann
Assistant Attorney General

THE DISTRICT OF COLUMBIA

WALTER E. WASHINGTON
MAYOR

WASHINGTON, D. C. 20004

October 12, 1976

Mr. James M. Frey
Assistant Director for Legislative
Reference
Office of Management and Budget
Executive Office Building
Washington, D. C. 20503

Dear Mr. Frey:

This is in reference to the facsimile of an enrolled enactment of Congress entitled:

> H.R. 10826 - An Act to amend the Act establishing a code of law for the District of Columbia to prohibit the unauthorized use of a motor vehicle obtained under a written rental or other agreement.

The enrolled bill would amend existing provisions of law relating to the unauthorized use of a vehicle (sec. 826b of the Act approved March 3, 1901; D.C. Code, sec. 22-2204) by adding thereto provisions relating to the unlawful conversion or retention of rented motor vehicles.

Under H.R. 10826, the crime of unauthorized use of a vehicle would be applicable to those cases in which a person, having entered into a written agreement providing for the return of a rented or leased vehicle or motor vehicle to a particular place at a specified time, knowingly fails to return the vehicle, except for causes beyond his control, to such place (or to an

authorized agent) within eighteen days after service upon him (either personally or by deposit in the mails of a registered or certified letter addressed to him) of a written demand for return of the vehicle. The maximum penalties for such a violation would be $1,000 or imprisonment for three years, or both. The bill further provides that, as conditions precedent to prosecution of the offense, the owner or lessor of the vehicle shall have furnished to the other party, both in the agreement itself and by posting on the dashboard of the vehicle, written notices warning him of the consequences of a failure to return said vehicle in accordance with the terms of the agreement.

H.R. 10826 is designed to address the problems of motor vehicle rental agencies which are unable to obtain possession of a leased vehicle from a lessee once the time limit contained in a rental agreement has expired. The problem is one of long-standing and results in part from the fact that there is presently no statute in the District of Columbia specifically denoting the conversion or failure to return a rented vehicle as a criminal offense. It is believed that the enactment of a statute specifically designed to deter the illegal conversion or retention of rented motor vehicles, similar to the approach taken by most of the States, including the neighboring jurisdictions of Virginia and Maryland, will provide a solution to the problems associated with illegally retained vehicles.

The enactment of H.R. 10826 will likely cause an increase in the workload of the Metropolitan Police Department, but is not expected to add significantly to the costs of operating the Department. Such costs as may be associated with enactment of the enrolled bill will, we believe, be offset by a strengthening of the criminal laws of the District of Columbia in such a manner as to discourage the commission of criminal offenses related to the unlawfully retained motor vehicle.

The District Government recommends the approval of H.R. 10826.

Sincerely yours,

WALTER E. WASHINGTON
Mayor

94TH CONGRESS } HOUSE OF REPRESENTATIVES { REPORT
2d Session } { No. 94-898

PROHIBITING THE UNLAWFUL USE OF A RENTED MOTOR VEHICLE

MARCH 15, 1976.—Committed to the Committee of the Whole House on the State of the Union and ordered to be printed

Mr. DIGGS, from the Committee on the District of Columbia, submitted the following

REPORT

[To accompany H.R. 10826]

The Committee on the District of Columbia, to whom was referred the bill (H.R. 10826), to amend the Act establishing a code of law for the District of Columbia to prohibit the unauthorized use of a motor vehicle obtained under a written rental or other agreement, having considered the same, report favorably thereon with an amendment and recommend that the bill as amended do pass.

The amendment is as follows:

On page 4, beginning in line 19, strike out "truck tractor trailer (with a gross weight in excess of two thousand pounds)," and insert in lieu thereof "truck tractor, truck tractor with semi or full trailer,".

PURPOSE OF THE BILL

Section 826b of the Act of 1901 to establish a code of law for the District of Columbia is amended as follows:

The purpose of H.R. 10826 is to fill a gap in existing law in the District of Columbia relating to the unauthorized use of motor vehicles (D.C. Code, Tit. 22, Sec. 2204) so as to permit more effective prosecution for unlawful use of rented motor vehicles in the District. This bill, if enacted into law, would promulgate for the District a vehicle conversion law similar in substance or effect to statutes in force in many States throughout the country.

MAJOR PROVISIONS OF THE BILL

Subsection (a) reenacts existing law, which makes it a crime for a person to take or use a motor vehicle without the owner's consent.

Subsection (b) is new law, which makes it a crime for a person who rents, leases or uses a motor vehicle under a written agreement, to knowingly fail to return the vehicle within 18 days after written de-

mand is made for its return, provided certain conditions have been met. These conditions, designed to protect honest lessees, are as follows: the written agreement must contain a conspicuous notice that failure to return the vehicle may result in serious criminal penalties; the vehicle dashboard must contain a similar notice; the lessor must make a written demand for return of the vehicle, either by actual delivery to the lessee or by registered mail, and such written demand must contain a similar notice.[1] Application of the act to only those who "knowingly" fail to return the vehicle, is intended to exclude those cases in which the failure was due to mistake, inadvertence or accident. (Additional treatment of "knowingly" may be found in a subsequent portion of this Report entitled "Legislative History", *infra.*) This subsection also establishes a defense that the failure to return the vehicle was for causes beyond the lessee's control.

Subsection (c) defines motor vehicle to mean any automobile, self-propelled mobile home, motorcycle, truck, truck tractor, truck tractor with semi or full trailer, or bus.

Need For the Legislation

This legislation is needed in order to provide the criminal justice system in the District of Columbia with the specifics with which to prosecute against the serious abuses of motor vehicle rental agreements in the District, namely, failure to return rented motor vehicles at the end of the contract rental period. Typically, the vehicle is initially rented pursuant to normal procedures, but it is subsequently converted to use of the lessee, who has no real intention of returning the vehicle to its owner.

Conversion of property belonging to another person is a purely statutory offense, not a crime under the common law. The existing District of Columbia statute dealing with unauthorized use of motor vehicles (D.C. Code, Tit. 22, Sec. 2204) is what is commonly known as a "joy-riding" statute, because it makes it a felony to take or use a motor vehicle without the consent of the owner even though the user may have no intent to permanently deprive the owner of his vehicle. This statute has been found in several court decisions to be inadequate for prosecution of vehicle rental agreement violations. It was enacted in 1913, long before car rental abuses became a problem. It was not designed to reach a person who initially takes or uses the vehicle with the consent of the owner, and who subsequently intends to deprive the owner of his vehicle.

In the absence of a statute specifically dealing with unauthorized conversion of rented vehicles, such an offense can be punished by establishing that a larceny or embezzlement has occurred. However, proof of larceny is often difficult because of the special circumstances involved in a case where the vehicle was initially taken with the consent of the owner, and the intent to steal it is not manifest until a later point in time. Similarly, the embezzlement statute in the District of Columbia applies only to breaches of trust emanating from an

[1] This report does not distinguish between vehicle rentals (normally short term) and leases (normally long term). Use of the terms renting or rentals includes leasing or leases and vice versa; lessor or lessee include persons from whom and to whom vehicles are rented as well as leased. In addition, the act is intended to apply to conversions of demonstrator motor vehicles, provided the act's conditions are met.

employer/employee or principal/agency relationship, neither of which arise in the typical car or truck rental arrangement. The instant legislation fills this gap in the law of the District.[2]

Losses suffered by member firms of the Car and Trucking Renting and Leasing Association (CATRALA) of the District of Columbia have been substantial. Figures submitted by industry representatives indicate for the 2 years 1973 and 1974 there were 1,439 conversions of rental vehicles. Total losses to the car rental firms for the two years were estimated at more than $800,000, including rental revenue losses for the vehicles eventually recovered, and replacement values for those vehicles not recovered. In addition, it was estimated the District of Columbia government may have lost $40,000 in use taxes on these vehicles. One of the "Big Three" national car rental firms alone averaged more than 10 conversions per month in the District of Columbia. This one firm loses by conversion a car every three days here. In New York, where this firm rents many times the volume of vehicles, it loses a lower percentage of rentals to conversion than in the District.

Comparison of losses of motor vehicles occurring in the District with those in nearby surrounding jurisdictions may be a further reflection on the deficiencies of the law in the District. It was estimated that the CATRALA firms rent or lease twice as many vehicles in the suburban Maryland and Virginia areas as they do in the District of Columbia, yet their conversion losses in the suburbs are one-half such losses in the District. Both Maryland and Virginia have criminal statutes dealing with the offense of motor vehicle conversion.

State Laws Dealing With Conversions

State laws in other jurisdictions throughout the country proscribe, in one form or another, the unlawful assumption and exercise of the rights of ownership over property belonging to another. Enactment of the proposed legislation would adopt in the District a law analogous in effect to laws in force in various states, although differences in statutory approaches will be noted. The essence of the laws on this subject in each of the 50 states is contained in the following summary.

Alabama.—Failure to return constitutes a fraudulent conversion or embezzlement and is a larceny. Penalty—imprisonment for not less than 6 months nor more than 12 months, a fine of not less than $100 nor more than $500, or both. (Alabama Code §§ 36–101, 36–102).

Alaska.—Refusal or wilful neglect to return a rented vehicle at the expiration of the lease constitutes a conversion. Penalty—imprisonment for not more than 5 years, a fine of not more than $1000, or both. (Alaska Statutes § 28.35.026).

Arizona.—Failure to return within 72 hours after due date is treated as a theft. Penalty—imprisonment for not less than 1 year nor more than 3 years in State prison, or not more than 6 months in County jail, or a fine not exceeding $500, or both. (Arizona Revised Statutes § 13–677).

Arkansas.—Failure to return within 72 hours of a written or oral demand therefor is treated as a larceny. Penalty—imprisonment for

[2] Theft of a rented vehicle may be prosecuted under other D.C. statutes where certain circumstances can be proven, and the instant legislation is not intended to be the exclusive or sole statute to be applied in such cases.

not more than 3 years, fine of not more than $10,000, or both. (Arkansas statutes §§ 41–112, 41–901, 41–1101, 75–196).

California.—Wilful and intentional failure to return a rented vehicle within 5 days of the due date, or within 20 days of a demand therefor, is treated as a theft. Penalty—imprisonment in the county jail for not more than 1 year or in the State prison for not more than 10 years. (California Vehicle Code § 10855, Penal Code §§ 487, 489, 490a. See Also *People* v. *Hemmer*, 19 C.A. 3rd 1052, 97 Cal. Rep. 516 (1971)).

Colorado.—Failure to return within 72 hours of due date is treated as a theft. If the value exceeds $200, it is a Class 4 felony. If the value is $50–$200 or less, it is a Class 2 misdemeanor. Penalty—Class 4 felony: not more than 10 years imprisonment, a fine of not less than $2,000 nor more than $30,000, or both. Class 2 misdemeanor: 3–12 months imprisonment, a fine of not less than $250 nor more than $1,000, or both. (Colorado Revised Statutes §§ 18–1–105, 18–1–106, 18–4–402).

Connecticut.—Failure to return within 120 hours after a demand therefor is a conversion and is treated as a larceny. If the value exceeds $2000, it is a Class B felony. If the value exceeds $500, it is a Class D felony. Penalty—Class B felony imprisonment for not more than 20 years. Class D felony: imprisonment for not more than 5 years. (Connecticut General Statutes §§ 53a–119, 53a–122, 53a–123, 53a–35).

Delaware.—Intentional failure to return for so lengthy a period as to constitute a gross deviation from the agreement is a Class A misdemeanor. Penalty—imprisonment for not more than 2 years, or such fine or other conditions as the court may order. (Delaware Code §§ 11–853, 11–4206).

Florida.—Conversion is treated as a third degree felony. Penalty—imprisonment for not more than 5 years. A fine not to exceed $5,000 may also be imposed. A repeated offense is punishable by imprisonment for not to exceed 10 years. (Florida Statutes §§ 817.52, 775.082, 775.083, 775.084).

Georgia.—Failure or refusal to surrender, on demand and upon termination of the lease constitutes a felony, except if the property is of a value of $100 or less, it is a misdemeanor. Penalty—Felony: imprisonment for not less than 1 nor more than 2 years. Misdemeanor: imprisonment for not more than 12 months, a fine not to exceed $1000, or both. (Georgia Code §§ 26–1814, 27–2506).

Hawaii.—Failure to return within 48 hours of the expiration of the lease is treated as a misdemeanor. Penalty—imprisonment for not more than one year, a fine of not more than $1000. (Hawaii Revised Statutes).

Idaho.—Conversion is treated as embezzlement. Failure or refusal to return leased property within 10 days of lease expiration or within 48 hours after written demand for return is prima facie evidence of conversion. Penalty—imprisonment for not less than 1 year nor more than 10 years. (Idaho Code §§ 18–2403A, 18–2413).

Illinois.—Failure to return within the time specified in the lease agreement, or within 72 hours of a written or oral demand for its return, is treated as a Class A misdemeanor. Penalty—imprisonment for not more than 1 year, a fine not to exceed $1000, or both. Illinois Statutes §§ 38–16–3(b), 38–16–3(c), 38–1005–8–3, 38–1005–9–1).

Indiana.—Failure to return within 72 hours after written demand constitutes a theft. Penalty—if value is under $100, a fine of not more than $500, imprisonment for not more than 1 year, or both. If value exceeds $100, a fine of not more than $1,000, imprisonment for not less than 1 year or more than 10 years, or both. (Indiana Statutes §§ 35–17–5–6, 35–17–5–12(1), 35–17–5–12(5)).

Iowa.—Failure or refusal to return within 72 hours of the time agreed therefor is a felony. Penalty—imprisonment for not more than 1 year, a fine not to exceed $1000, or both. (Iowa Code § 710.14).

Kansas.—Failure to return within 10 days of contract date or 7 days after notice is treated as a Class D felony if the value of the property is $50 or more. It is a Class A misdemeanor if the value is $50 or less. Penalty—Class D felony—imprisonment for an indeterminate term, the minimum of which shall be not less than 1 year nor more than 3 years and the maximum of which shall be 10 years. A fine of up to $5000 may also be imposed. Class A misdemeanor—imprisonment not to exceed 1 year, fine of up to $2500. (Kansas Statutes §§ 21–3701, 21–3702, 21–4501, 21–4502, 21–4503).

Kentucky.—Failure to return is treated as a theft of services. It is a Class A misdemeanor unless the value exceeds $100, in which case it is a Class D felony. Penalty—Class D felony: imprisonment for not less than 1 nor more than 5 years. A fine not to exceed $10,000 may also be imposed. Class A misdemeanor: imprisonment for not to exceed 12 months. A fine not to exceed $500 may also be imposed. (Kentucky Revised Statutes §§ 514.010(8), 514.060, 532.060, 532.090, 534.030, 534.040).

Louisiana.—Wilful refusal to return, with intent to defraud the lessor, is a misdemeanor. Penalty—imprisonment for not more than 1 year, a fine not in excess of $500, or both. (Louisiana Statutes § 14:220).

Maine.—Intentional failure to return for so lengthy a period as to constitute a gross deviation from the agreement is a Class B theft if the property is valued at more than $5,000, and a Class C theft if valued at more than $1,000 but not more than $5,000. Penalty—imprisonment not to exceed 10 years for a Class B theft; not to exceed 5 years for a Class C theft. (Maine Revised Statutes §§ 17A–360, 17A–362, 17A–1252).

Maryland.—Failure to return is a misdemeanor. Penalty—imprisonment for not more than 1 year, a fine not to exceed $500, or both. (Maryland Code § 27–206).

Massachusetts.—Failure to return, with intent to defraud, is punishable by a fine or not more than $100 or by imprisonment for not more than 1 year. (Massachusetts General Laws § 266–87).

Michigan.—Failure to return a vehicle is treated as a larceny. If the value exceeds $100, it is a felony. Penalty—Felony: imprisonment for not more than 2 years, a fine of not more than $1,000, or both. Misdemeanor—confinement for not more than 90 days, a fine of not more than $100, or both. (Michigan Compiled Laws §§ 750.362a, 750.504).

Minnesota.—Failure to return within 5 days after written demand therefore is treated as theft. Penalty—imprisonment for not more than 10 years, a fine of not more than $10,000, or both, if the value of the property exceeds $2,500. If the value of the property is between $100-

$2,500, imprisonment may be for a term not to exceed 5 years, a fine of not more than $5,000, or both. (Minnesota Statutes § 609.52).

Mississippi.—Failure to deliver upon expiration of the rental contract, or an unauthorized disposition, is treated as an embezzlement and is punishable by imprisonment in the penitentiary for not more than 10 years, a fine of not more than $1,000; or imprisonment in a county jail for not more than 1 year; or either. (Mississippi Code §§ 97–23–25, 97–23–27).

Missouri.—Failure to return within 10 days after notice following expiration of lease is treated as stealing and is a felony. Penalty—imprisonment for not less than 2 years nor more than 10 years, or in the county jail for not more than 1 year, or by a fine of not more than $1,000, or both. (Missouri Statutes §§ 560.161, 560.168).

Montana.—Failure to return is treated as a theft. Penalty—imprisonment for not more than 6 months, a fine not to exceed $500, or both. (Montana Revised Code § 94–6–304).

Nebraska.—Failure to return within 72 hours after date or time specified in the lease is prima facie evidence of conversion. Penalty—imprisonment for not less than 1 year nor more than 3 years in the Nebraska Penal and Correctional Complex, or, by imprisonment for not more than 6 months, a fine of not more than $500, or by both fine and imprisonment. (Nebraska Revised Statutes § 28–521.02).

Nevada.—Failure to return within 72 hours after a written demand therefore shall be prima facie evidence of intent to defraud and constitutes conversion. Penalty—if the property is of a value of $100 or more, imprisonment for not less than 1 year nor more than 10 years and offender may be further punished by a fine of not more than $5,000. For property of a value less than $100, imprisonment for not more than 6 months, a fine of not more than $500, or both. (Nevada Revised Statutes §§ 205.515, 205.520, 193.150).

New Hampshire.—Failure to return in accordance with the terms of the lease agreement constitutes a theft and is a misdemeanor. Penalty—imprisonment for not more than 1 year. A fine of not more than $1000 may also be imposed. (New Hampshire Revised Statutes §§ 637:9, 651:2).

New Jersey.—Failure to return within 72 hours of a written demand therefor constitutes a conversion punishable as a misdemeanor. Penalty—imprisonment for not more than 3 years, a fine of not more than $1000, or both. (New Jersey Statutes §§ 2A:111–35, 2A:111–49).

New Mexico.—Failure to return within 72 hours of a written demand therefor raises a rebuttable presumption that the failure to return the vehicle was with intent to defraud and is a fourth degree felony. Penalty—imprisonment for not less than 1 year. (New Mexico Statutes § 40A–16–40).

New York.—Provides that it is a Class A misdemeanor (unauthorized use of a motor vehicle) to retain or withhold possession of a vehicle for so lengthy a period beyond the time specified in the agreement as to render such retention or possession a gross deviation from the agreement. Penalty—imprisonment for not to exceed 1 year, a fine not to exceed $1000. (New York Penal Code §§ 165.05, 70.15, 80.05).

North Carolina.—Failure to return a rented vehicle is treated as a misdemeanor. Penalty—imprisonment for not to exceed 6 months, a fine not in excess of $500, or both. (North Carolina General Statutes § 14–167).

North Dakota.—The former offenses of larceny, embezzlement, fraudulent conversion, etc., are now treated as the single offense of theft. Theft of an automobile under the statute is a Class C felony. Penalty—imprisonment for a term not in excess of 5 years, a fine not to exceed $5000, or both. (North Dakota Century Code §§ 12.1–23–01, 12.1–23–05, 12.1–32.01).

Ohio.—Provides that it is a first degree misdemeanor to fail to return hired property. Failure to return is prima facie evidence of a purpose to defraud. Penalty—imprisonment for not more than 6 months, a fine not to exceed $1000, or both. (Ohio Revised Code §§ 2913.41, 2929.21).

Oklahoma.—Failure to return within 10 days after expiration of lease or rental agreement constitutes embezzlement. Penalty—imprisonment for a term not in excess of 5 years. (Oklahoma Statutes §§ 21–1464, 21–1705).

Oregon.—Provides that it is a Class C felony to retain or withhold possession of a vehicle (in violation of an agreement) for so lengthy a period beyond the specified time as to render such retention or possession a gross deviation from the agreement. Penalty—imprisonment for not more than 5 years, a fine not to exceed $2500. (Oregon Revised Statutes §§ 164.135, 161.605, 161.625).

Pennsylvania.—Provides that it is prima facie evidence of intent to defraud to refuse to pay the charges for a rental vehicle or to abscond without paying or offering to pay such rental. The new criminal code makes it a criminal theft to exercise unlawful control over the movable property of another with intent to deprive him thereof. Penalty—obtaining a motor vehicle by fraud is punishable by imprisonment in the county jail for not less than 30 days nor more than 1 year, a fine of not less than $25 nor more than $200, or both. Theft of an automobile is a third degree felony punishable by imprisonment for not more than 7 years and offender may be assessed a fine not to exceed $15,000. (Pennsylvania Statutes §§ 18–1101, 18–1103, 18–3903, 18–3921, 75–1220).

Rhode Island.—Failure to return a rental vehicle within 72 hours of the expiration of the lease agreement is prima facie evidence of an intent to defraud and is treated as a misdemeanor. Penalty—imprisonment for not more than 1 year, a fine not to exceed $500, or both. (Rhode Island General Laws § 11–18–20).

South Carolina.—Failure to return a rental vehicle within 72 hours after the expiration of the lease agreement is treated as a larceny. Penalty—imprisonment for not more than 30 days, a fine of not more than $100, or both. (South Carolina Code §§ 46–150.87:1, 46–150.93).

South Dakota.—Fraudulent conversion, appropriation or use of property constitutes an embezzlement and is punishable in the manner prescribed for larceny of property of the value of that embezzled. Penalty—imprisonment in the county jail for not more than 1 year, or in the penitentiary for not more than 10 years if the value of the property exceeds $50. (South Dakota Compiled Laws §§22–38–1, 22–38–12, 22–37–2, 22–37–3).

Tennessee.—Failure to return a rental vehicle within 10 days of a written demand therefor constitutes prima facie evidence of intent to defraud, and is punishable as a larceny. Penalty—if the value exceeds $100, the penalty is imprisonment for not less than 3 years nor more than 10 years. If the value is less than $100, the penalty is

imprisonment for not less than 1 year nor more than 5 years. (Tennessee Code §§ 39–4224, 39–4204).

Texas.—The new penal code (which encompasses all acquisitive conduct previously made unlawful in several separate offenses, i.e., conversion, embezzlement, etc.) makes it an offense to unlawfully exercise control over property with intent to deprive the owner thereof. Penalty—it is a third degree felony if the property's value exceeds $200 but is less than $10,000, and is punishable by imprisonment for not less than 2 years nor more than 10 years, or by a fine not in excess of $5000, or both. (Texas Penal Code, §§ 31.03, 12.34).

Utah.—Failure to return rental property within the time prescribed in the lease agreement is treated as a theft and is punishable as a second degree felony. Penalty—imprisonment for not less than 5 years nor more than 15 years. A fine not in excess of $10,000 may also be assessed. (Utah Code §§ 76–6–410, 76–6–412).

Vermont.—Failure to return rental property within 72 hours after notice of demand to return, or within 15 days after expiration of the lease agreement, is treated as a larcenous conversion. Penalty—if the property value exceeds $100, imprisonment for not more than 10 years, a fine of not more than $500, or both. If the value is less than $100, imprisonment for not more than 6 months, a fine of not more than $300, or both. (Vermont Statutes § 13–2591).

Virginia.—It is prima facie evidence of the crime of larceny to fail to return a rented vehicle within 5 days of the time specified in the agreement. Penalty—if the value exceeds $100, a punishment of imprisonment for not less than 1 nor more than 20 years, or, in the discretion of the jury or judge sitting without a jury, for a term not exceeding 12 months, or fine not more than $1000, or both. (Virginia Code § 18.2–117).

Washington.—Provides that failure to return leased personal property within 10 days after written notice of the expiration of the lease constitutes a gross misdemeanor. Penalty—imprisonment for not more than 1 year, a fine of not more than $1000, or both. (Washington Revised Code §§ 9.45.062, 9.92.020).

West Virginia.—Provides that retention of possession of a leased motor vehicle by any trick, artifice, device or fraudulent pretense, representation or concealment constitutes a misdemeanor. Penalty—confinement for not more than 1 year, a fine not in excess of $500, or both. (West Virginia Code § 17A–8–9).

Wisconsin.—Provides that the intentional retention of the possession of movable property of another may be punished as follows: a) if the value of the property exceeds $250, by imprisonment for not more than 15 years, a fine not in excess of $10,000, or both; b) if the value of the property is between $100 and $250, by imprisonment for not more than 5 years, a fine of not more than $5000, or both. (Wisconsin Statutes § 943.20).

Wyoming.—Obtaining any property by false pretense or representation is a felony if a value of $100 or more and a misdemeanor if the value does not exceed $100. Penalty—felony: confinement for not more than 10 years and restoration of the property. Misdemeanor: confinement for not more than 6 months, a fine not in excess of $100, and restoration of the property. (Wyoming Statutes § 6–132, 6–133).[3]

[3] Source: Congressional Research Service Survey Materials.

Conversion Guidelines for the District of Columbia

In past years the motor vehicle rent firms in the District have attempted to develop working relationships with the D. C. Police auto squad and various Assistant U. S. Attorneys in order to facilitate prosecutions under existing law. However, such an individualized case-by-case approach, sometimes dependent upon the personal reaction of the official assigned to the case, created obvious impediments to systematic apprehension and prosecution of offenders. Sometimes these officials were willing to issue warrants after 30 days had elapsed following the contract return date, sometimes after 60 days or not at all because the D. C. Code did not provide a statutory definition of "conversion" or that a "failure to return" was a criminal offense.

More recently, the U. S. Attorney's office cooperated with the Car and Truck Renting and Leasing Association (CATRALA) of the District of Columbia in developing a series of guidelines for the procedures to be followed by the industry in renting motor vehicles, and steps to be taken when a conversion takes place. Compliance with the Conversion Guidelines would facilitate issuance of warrants. These Conversion Guidelines are as follows:

1. Agency will obtain at least 2 forms of identification, including a valid driver's license. I.D. will be reviewed carefully to be sure all data fits the bearer;
2. Sufficient data shall be recorded to completely fill out the Motor Vehicle Conversion Report in the event of a conversion.
3. At least one fact, preferably the employment status, of the individual will be verified;
4. Credit cards will be checked to determine whether or not they are stolen or lost;
5. Agency will advise rentors that failure to return the vehicle on or before the contract expiration date will result in criminal prosecution;
6. If the car is not returned, the agency shall attempt to locate and recover it;
7. If the agency is unable to recover the car within 72 hours, a registered or certified letter shall be sent to the rentor at his listed address, demanding the return of the car, and notifying him that if the car is not returned immediately, he will be subject to arrest and prosecution;
8. If the car is not returned within 10 days of the date of the letter, the agency may present a completed Motor Vehicle Conversion Report to the Auto Squad of the Metropolitan Police Department;
9. Upon receipt of a completed and signed Conversion Report by the Auto Squad, a warrant request will be filled out and presented to an Assistant U. S. Attorney for signature, and the Auto Squad will place the vehicle on the "stolen list;"
10. The Conversion Report includes a promise that the agency will follow through on prosecution at the direction of the Office of the U.S. Attorney, and will not drop charges unless directed to do so by an Assistant U.S. Attorney.

Implementation of these conversion guidelines has improved the business practices of the renting industry, and standardized steps to

be taken in conversion cases.[4] What remains to be done is to remedy the inadequacy of the statute, which would be achieved by passage of H.R. 10826.

Section-by-Section Analysis of the Bill

Section 826b of the 1901 Act entitled "An Act to establish a code of law for the District of Columbia" is amended as follows:

subsection (a)

This subjects any person who takes, uses, operates or removes a motor vehicle without the owner's consent, to a fine of up to $1000, or imprisonment of up to 3 years, or both. This subsection simply reenacts verbatim the law presently in effect. It applies only to unauthorized use of a vehicle without the owner's consent.

subsection (b)

(1) This makes it a violation for any person who rents, leases, or uses a motor vehicle pursuant to a written agreement to knowingly fail to return the vehicle within 18 days after written demand is made for its return, provided the conditions set forth in paragraph (2) below are met. Violations of this subsection are punishable by a fine of not more than $1000, or imprisonment of not more than 3 years, or both.

(2) It lists three conditions which must be met in order to establish that such a failure to return the vehicle violates subsection (b) of the Act. These conditions are designed to insure that every reasonable effort is made to notify the lessee that the vehicle is overdue and that failure to return it could subject him to serious criminal consequences. Subparagraph (A) requires the written agreement to contain a specified and conspicuous notice that failure to return the vehicle may result in a criminal penalty of up to 3 years in jail. This notice should indicate that the lessee has read it, which is to be attested or signified by his signature in the space specially provided. Subparagraph (B) requires that a similar, but shorter, specified notice be clearly and conspicuously displayed on the vehicle dashboard. Subparagraph (C) spells out the requirements of the written demand for the return of the vehicle which must be made before the 18 day period begins to run pursuant to Subsection (b)(1) above. Such written demand by the lessor must be either actually delivered to the lessee, or mailed by registered or certified letter with return receipt requested. There is no requirement that such a letter must have been actually received and signed for by the lessee, because such a requirement would make it easy for every criminal-lessee to evade the statute by simply not accepting the letter or not signing the return receipt. The written demand must clearly spell out the serious criminal consequences which could result from a failure to return the vehicle. The lessor normally must wait until the date specified in the agreement for the return of the vehicle before he can make the written demand. Where the parties

[4] These guidelines should remain in effect, subject to modification as the need arises and to reflect changes in the law. Such modification should be worked out in cooperation with the U.S. Attorney's office for the District of Columbia.

have mutually agreed upon some other date for the return of the vehicle, the written demand for its return shall not be made prior to such other date.

(3) It provides that the operative provisions of the Act shall not apply to any vehicle purchased under a retail installment contract as defined in D.C. Code Tit. 40, sec. 901(9).

(4) It provides that in any prosecution for failure to return the vehicle, the lessee may establish a defense that such failure was due to "causes beyond his control." As in any trial, the burden of raising and going forward with evidence regarding such an affirmative defense rests upon the person asserting the defense. This does not alter the ultimate burden of proof, as the prosecution must still establish every element of the violation required by the statute. Whenever this defense is raised, evidence that the lessee obtained the vehicle by making a false statement or representation of a material fact would be admissible as to the issue of whether the lessee failed to return the vehicle for causes beyond his control. Evidence of such misrepresentation is relevant to the lessee's credibility in asserting a "causes beyond his control" defense.

subsection (c)

"Motor vehicle" and "vehicle" as used in the Act, are defined to mean any automobile, self-propelled mobile home, motorcycle, truck, truck tractor, truck tractor with semi or full trailer, or bus.

Legislative History

H.R. 10826 had its genesis in various bills introduced previously, namely, H.R. 9604 in the 92nd Congress (H. Rept. No. 92–1496), H.R. 341 and H.R. 6205 in the 93rd Congress (Hearings March 26, 1973), and H.R. 4756 in the 94th Congress.

Hearings on H.R. 4756 were held by the Subcommittee on the Judiciary on October 10, 1975, at which the Principal Assistant U.S. Attorney for the District of Columbia, and representatives from the District Government and from the car rental industry testified strongly in favor of the bill. No testimony was presented in opposition to the bill.

Subcommittee mark-ups were held November 13 and November 18, 1975, during which various language improvements were made. A clean bill, H.R. 10826, was favorably reported by unanimous voice vote to the Full Committee on November 18, 1975.

The language improvements were designed to require reasonable notice to the lessee of possible criminal penalties for failure to return the vehicle. The Subcommittee wanted to be sure that the merely careless or genuinely forgetful lessee would not be subjected to criminal consequences without every reasonable step taken to put him on adequate notice thereof. Three such notice requirements were added: in the leasing contract; on the vehicle dashboard; and in the written demand for the return of the vehicle. Most importantly, the Subcommittee added the word "knowingly" to the main operative subsection, so as to make it a violation for any person to "knowingly fail to return" the vehicle, provided the remaining requirements of the Act are met.

The U.S. Attorney's Office advised that the standard instruction for juries sitting in criminal cases in the District of Columbia defines "knowingly" as follows:

> An act is done knowingly if done voluntarily and purposely, and not because of mistake, inadvertence, or accident.[5]

It is intended that such definition of "knowingly" be adopted in interpreting or enforcing this Act. Thus no violation would occur when the failure to return the vehicle was due to mistake, inadvertence or accident. This added requirement that the failure to return must be done "knowingly", combined with the safeguards inherent in the three separate notice or warning requirements, the 18 day waiting period, the "causes beyond control" defense, and normal prosecutorial discretion, should provide adequate protection against injustice in any legitimate factual circumstance one could reasonably imagine. Interested parties, including the U.S. Attorney's Office and the car rental industry representatives, were consulted about these added requirements, and they support the reported bill as a reasonable balancing of competing interests. Others in support of a vehicle conversion statute for the District of Columbia include the Mayor, the Chairman of the Council, the Car and Truck Renting and Leasing Association, and the Metropolitan Washington Board of Trade.

Committee Amendment

The Committee amendment, appearing on page 4 of the bill, lines 19 and 20, is essentially technical in nature. It simply makes clear that motor vehicle is defined to include a truck tractor with trailer, as well as a truck tractor without a trailer. A trailer by itself is not included, as it is not a self-propelled motor vehicle.

Committee Vote

On March 1, 1976, the Full Committee approved by voice vote H.R. 10826 as amended; one Member voted nay.

District Government Reports

The reports of the Acting Mayor and of the Chairman of the Council of the District of Columbia favoring the proposed legislation (H.R. 4756) follow:

The District of Columbia,
Washington, D.C., October 1, 1975.

Hon. Charles C. Diggs, Jr.,
Chairman, Committee on the District of Columbia, House of Representatives, Washington, D.C.

Dear Mr. Chairman: The Government of the District of Columbia has for report H.R. 4756, a bill "To amend the Act establishing a code of law for the District of Columbia to prohibit the unauthorized use of a motor vehicle obtained under a written rental or other agreement."

The bill would amend existing provisions of law relating to the unauthorized use of a vehicle (sec. 826b of the Act approved March 3, 1901; D.C. Code, sec. 22–2204) by adding thereto provisions relating to the unlawful conversion or retention of rented motor vehicles. Under H.R. 4756, the failure of a person, pursuant to a written agreement providing for the return of a rented or leased motor vehicle to a particular place at a particular time, to return the vehicle to such place within five days after the specified time, and the subsequent failure of such person to return said vehicle, except for causes beyond his control, within five days from the time of service of a written demand upon him for return of the vehicle, would constitute the unauthorized use of such motor vehicle. The maximum penalties for such a violation would be $1,000 or imprisonment for five years, or both. The bill would further provide that service by mail of the written demand required to be made by the lessor of a motor vehicle upon the lessee shall be deemed complete ninety-six hours after its deposit in the United States mail addressed to the lessee at the address specified in the rental agreement or as otherwise provided by the lessee.

H.R. 4756 is designed to address the problems of motor vehicle rental agencies which are unable to obtain possession of a leased vehicle from a lessee once the time limit contained in a rental agreement has expired. The problem is one of long-standing and results in part from the fact that there is no statute in the District specifically denoting the conversion or failure to return a rented vehicle as a criminal offense. It is believed that the enactment of a statute specifically designed to deter the illegal conversion or retention of rented motor vehicles, similar to the approach taken by most of the States, including the neighboring jurisdictions of Virginia and Maryland, will provide a solution to the problems associated with illegally retained vehicles.

In the belief that the provisions of H.R. 4756 will strengthen the criminal laws of the District of Columbia and result in discouraging the commission of criminal offenses related to the unlawfully retained motor vehicle, we have no objection to its enactment.

Sincerely yours,

Julian Dugas,
Acting Mayor.

Council of the District of Columbia,
Washington, D.C., May 9, 1975.

Hon. Charles C. Diggs, Jr.,
Chairman, Committee on the District of Columbia, U.S. House of Representatives, Room 1310, Longworth House Office Building, Washington, D.C.

Dear Mr. Chairman: You requested my recommendations and report regarding the following bills:

* * * * * * *

H.R. 4756—To amend Title 22, Section 2204 of the D.C. Code prohibiting the unauthorized use of a motor vehicle obtained under written rental agreement. I am advised that companies in the auto rental business have urged that similar legislation be enacted. Within the past year, the U.S. Attorney's office has supported the enactment of such legislation. On that basis I would recommend favorable consideration by the Committee.

Very truly,

Sterling Tucker,
Chairman.

[5] Instruction 3.05, Criminal Jury Instructions for the District of Columbia (2d Ed. 1972).

STATEMENTS REQUIRED BY RULE XI(1)(3) OF HOUSE RULES

OVERSIGHT FINDINGS AND RECOMMENDATIONS

The Committee's oversight findings with respect to the matters with which the bill is concerned remain as a part of its continuing Congressional oversight required by the Constitution and specifically provided for in the Home Rule Act (Sections 601, 602, 604 and 731 of Public Law 93–198).

BUDGET AUTHORITY

This local legislation for the District of Columbia creates no new budget authority or tax expenditure by the Federal Government. Therefore, a statement required by Section 308(a) of the Congressional Budget and Impoundment Control Act of 1974 is not necessary.

CONGRESSIONAL BUDGET OFFICE ESTIMATE AND COMPARISON

No estimate and comparison of costs has been received by the Committee from the Director of the Congressional Budget Office, pursuant to Section 403 of the Congressional Budget and Impoundment Control Act of 1974. See cost estimate below by this Committee.

COMMITTEE ON GOVERNMENT OPERATIONS SUMMARY

No oversight findings and recommendations have been received which relate to this measure from the Committee on Government Operations under Clause 2(b)(2) of Rule X.

COSTS

The enactment of this proposed legislation will involve no added costs to the District of Columbia Government nor to the Federal Government.

INFLATIONARY IMPACT

The bill, if enacted into law, will have no foreseeable inflationary impact on prices or costs in the operation of the national economy.

CHANGES IN EXISTING LAW MADE BY THE BILL, AS REPORTED

In compliance with clause 3 of Rule XIII of the Rules of the House of Representatives, changes in existing law made by the bill, as reported, are shown as follows (existing law proposed to be omitted is enclosed in black brackets, new matter is printed in italics, existing law in which no change is proposed is shown in roman):

SECTION 826b OF THE ACT OF MARCH 3, 1901

An Act To establish a code of law for the District of Columbia.

* * * * * * *

[SEC. 826b. UNAUTHORIZED USE OF VEHICLES.—Any person who, without the consent of the owner, shall take, use, operate, or remove, or cause to be taken, used, operated, or removed from a garage, stable,

or other building, or from any place or locality on a public or private highway, park, parkway, street, lot, field, inclosure, or space, an automobile or motor vehicle, and operate or drive, or cause the same to be operated or driven, for his own profit, use, or purpose, shall be punished by a fine not exceeding one thousand dollars or imprisonment not exceeding five years, or both such fine and imprisonment.]

SEC. 826b. UNAUTHORIZED USE OF A VEHICLE.—(a) Any person who, without the consent of the owner, shall take, use, operate, or remove or cause to be taken, used, operated, or removed, from a garage, stable, or other building, or from any place or locality on a public or private highway, park, parkway, street, lot, field, enclosure, or space, a motor vehicle, and operate or drive or cause the same to be operated or driven for his own profit, use, or purpose shall be punished by a fine not exceeding $1,000 or imprisoned not exceeding five years, or both such fine and imprisonment.

(b)(1) It shall be a violation of this subsection for any person, after renting, leasing, or using a motor vehicle under a written agreement which provides for the return of the vehicle to a particular place at a specified time, to knowingly fail to return the vehicle to such place (or to any authorized agent of the party from whom the vehicle was obtained under the agreement), within eighteen days after written demand is made for its return, if the conditions set forth in paragraph (2) are met. Any person who violates this subsection shall be fined not more than $1,000 or imprisoned not more than three years, or both.

(2) The conditions referred to in paragraph (1) are as follows:

(A) The written agreement under which the motor vehicle is obtained contains the following statement: "WARNING—failure to return this vehicle in accordance with the terms of this rental agreement may result in a criminal penalty of up to three years in jail". Such statement shall be clearly and conspicuously printed in a contrasting color, set off in a box, and signed by the person obtaining the motor vehicle in a space specially provided.

(B) There is clearly and conspicuously displayed on the dashboard of the motor vehicle the following notice: "NOTICE—failure to return this vehicle on time may result in serious criminal penalties.".

(C) The party from whom the motor vehicle was obtained under the agreement makes a written demand for the return of the vehicle, either by actual delivery to the person who obtained the vehicle, or by deposit in the United States mails of a postpaid registered or certified letter, return receipt requested, addressed to such person at each address set forth in the written agreement or otherwise provided by such person. Such written demand shall clearly state that failure to return the vehicle may result in prosecution for violation of the criminal law of the District of Columbia punishable by up to three years in jail. Such written demand shall not be made prior to the date specified in the agreement for the return of the vehicle, except that, if the parties or their authorized agents have mutually agreed to some other date for the return of the vehicle, then such written demand shall not be made prior to such other date.

(3) This subsection shall not apply in the case of a motor vehicle obtained under a retail installment contract as defined in paragraph (9) of the first section of the Act of April 22, 1960 (D.C. Code, sec. 40–901(9)).

(4) It shall be a defense in any criminal proceeding brought under this subsection that a person failed to return a motor vehicle for causes beyond his control. The burden of raising and going forward with the evidence with respect to such defense shall be on the person asserting it. In any case in which such defense is raised, evidence that the person obtained the vehicle by reason of any false statement or representation of a material fact, including a false statement or representation regarding his name, residence, employment, or operator's license, shall be admissible to determine whether the failure to return such vehicle was for causes beyond his control.

(c) For the purposes of this section the terms "motor vehicle" and "vehicle" mean any automobile, self-propelled mobile home, motorcycle, truck, truck tractor, truck tractor with semi or full trailer, or bus.

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