

## Opinion No. 68-59

June 5, 1968

**BY:** OPINION OF BOSTON E. WITT, Attorney General

**TO:** Mr. William Henry Mee Attorney New Mexico Legislative Council 334 State Capitol Santa Fe, New Mexico 87501

### QUESTION

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Do cars or limousines used by motels to transport customers from an airport to the motel have to comply with the provisions of Sections 64-27-25, N.M.S.A., 1953 Compilation relating to the regulation of motor carriers?

#### CONCLUSION

No.

### OPINION

#### {\*97} ANALYSIS

Although not specifically stated in your question it is our understanding that cars and limousines furnished by motels to carry passengers from airports to the motel are done so without charge. We will therefore answer your question assuming that additional factor.

Section 64-27-1, et seq., N.M.S.A., 1953 Compilation (as amended) provides for the regulation {\*98} of common and contract motor carriers of property and persons in the State of New Mexico. A common motor carrier is defined as:

". . . Any person who or which undertakes . . . to transport passengers or property, by motor vehicle **for hire** . . ." (Emphasis added). Section 64-27-2, supra.

A contract motor carrier of passengers is defined as:

". . . Any person engaged in the transportation by motor vehicle of persons **for hire** and not included in the term 'common motor carrier of passengers' as herein before defined . . ." (Emphasis added) Section 64-27-14, supra.

It is clear from this language that the legislature sought to regulate only those motor carriers who transport persons or property **for hire**. This leads us to the question of whether motels that furnish courtesy vehicles to transport their customers from the

airport to their place of business are doing so for hire. Black's Law Dictionary, Fourth Edition defines hire as "compensation for the use of a things, or for labor or services." Applying this definition to our facts, we are of the opinion that there must be an actual payment of money for the use of these "courtesy" cars furnished by the motels in order to bring that activity within the "for hire" provision.

We conclude, therefore, that so long as no charge is made for the use of the motel vehicle in the context which you have described then the motels are not subject to regulations as a common or contract motor carrier.

By: David R. Sierra

Assistant Attorney General