

7A Am. Jur. 2d Automobiles § 1

American Jurisprudence, Second Edition | May 2022 Update

Automobiles and Highway Traffic

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I. In General

A. Definitions and Distinctions

§ 1. Automobile

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West's Key Number Digest

West's Key Number Digest, [Automobiles](#)  1

The word “automobile” expresses its own meaning,¹ and generally it is to be taken and understood in its ordinary and popular sense.² Basically, an automobile is a self-propelled vehicle which does not run upon fixed rails or tracks.³ Some definitions add the further requirement that the vehicle be designed for carrying persons or property on a highway.⁴ A further defining feature has been the number of wheels, it being said that to the average person and to the public mind it is common knowledge that the word “automobile” indicates a motor-driven vehicle mounted on four wheels.⁵

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Footnotes

- 1 [Mittelstadt v. Bovee](#), 9 Wis. 2d 44, 100 N.W.2d 376, 74 A.L.R.2d 1259 (1960).
- As to the meaning of “automobile” or “motor vehicle” for purposes of an automobile liability insurer's coverage, see [Am. Jur. 2d, Automobile Insurance §§ 191 to 219](#).
- As to the meaning of “automobile” for no-fault insurance purposes, see [Am. Jur. 2d, Automobile Insurance § 353](#).
- 2 [Jernigan v. Hanover Fire Ins. Co. of N. Y.](#), 235 N.C. 334, 69 S.E.2d 847 (1952).
- 3 [In re Fall](#), 192 B.R. 16 (Bankr. D. N.H. 1995) (applying New Hampshire law); [National Cas. Co. v. Thompson](#), 39 Ala. App. 199, 96 So. 2d 708 (1957); [Merrill v. Packard](#), 395 So. 2d 285 (Fla. 3d DCA 1981).

- 4 *In re Fall*, 192 B.R. 16 (Bankr. D. N.H. 1995); *Merrill v. Packard*, 395 So. 2d 285 (Fla. 3d DCA 1981);
Jernigan v. Hanover Fire Ins. Co. of N. Y., 235 N.C. 334, 69 S.E.2d 847 (1952).
- 5 *Mittelsteadt v. Bovee*, 9 Wis. 2d 44, 100 N.W.2d 376, 74 A.L.R.2d 1259 (1960).

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