

BRAKES--TOWED VEHICLES. G.S. 20-124(a), (c), (e), and (f).¹

The motor vehicle law provides that when a [house trailer of 1,000 pounds or more] [trailer having weight of two tons] [semitrailer having a gross weight of two tons] [(describe towed vehicle) having a gross weight of two tons], is being towed and is attached by a drawbar or coupling to a towing vehicle, that towed vehicle must have its own brakes. The motor vehicle law further provides that the brakes on the towed vehicle be in good working order, including two separate means of applying those brakes; that those brakes be controlled or operated by the driver of the towing vehicle;² that those brakes be adequate to control the movement of the towed vehicle; and that those brakes be adequate to stop and hold the towed vehicle. (If the two separate means of applying the brakes are connected in any way, they must be constructed so that the failure of any one part of the operating mechanism shall not leave the towed vehicle without brakes.)

*(Where the operator puts at issue whether he knew or should have known that the brakes were not in good working order, or in other appropriate circumstances, the following should also be given:)*³

¹G.S. 20-124(f) exempts house trailers being "used as dwellings" as well as house trailers "not intended to be used or towed on public highways and roads." Also, house trailers with certificates of origin predating December 31, 1974, are also exempted. G.S. 20-124(g) exempts trailers and semitrailers "when used by a farmer, his tenant, agent, or employee" under such circumstances as to be exempt from registration.

²Subsection (f) of the statute requires that the brakes be of a type approved by the Commissioner of Motor Vehicles. In view of the rather detailed provisions of the statute itself, it seems that this would seldom be significant.

³For the basis of the last paragraph of the instruction, see footnote 2 to N.C.P.I.--Civil 215.80.

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(However, the operator is not an insurer of the adequacy of the brakes. The existence of a defect unknown to the operator, not reasonably discoverable upon proper inspection and not resulting from the failure of the operator to exercise reasonable care in use or maintenance of the brakes, would not be a violation of this law and would not be negligence. On the other hand, if the operator knew or in the exercise of reasonable care should have known of the defect, or should have corrected the defect, then operating the vehicle with such defective brakes would be a violation of this law and is negligence within itself.)