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**STATE OF MINNESOTA
IN COURT OF APPEALS
A09-1442**

Mishu Asfaw Abeje,
Respondent,

vs.

Travelon Transportation, et al.,
Appellants.

**Filed May 25, 2010
Affirmed
Worke, Judge**

Hennepin County District Court
File No. 27-CV-08-22407

Mishu Asfaw Abeje, Minneapolis, Minnesota (pro se respondent)

Jeffrey H. Olson, Eden Prairie, Minnesota (for appellants)

Considered and decided by Larkin, Presiding Judge; Wright, Judge; and Worke, Judge.

UNPUBLISHED OPINION

WORKE, Judge

Appellants challenge the district court's ruling that respondent was not liable for damage to a van that appellants loaned to respondent. We affirm.

FACTS

Respondent Mishu Asfaw Abeje worked as an independent contractor driver for appellant Travelon Transportation. Respondent signed a Motor Vehicle Use Agreement with Travelon providing that respondent “received in satisfactory condition” a 2006 van with approximately 27,000 miles on it and that he would be responsible for any damage to it.

Respondent’s contract was eventually terminated and he filed a complaint in conciliation court against Travelon and its president, appellant Viktor Cernatinskij, alleging that appellants failed to pay him the full amount he was owed. Appellants filed a counterclaim alleging that respondent owed them for damage to the van.

The conciliation court ruled in respondent’s favor. Appellants appealed, and the district court held a court trial. Cernatinskij testified that there were “[m]ultiple scratches and dents” on the roof of the van after respondent returned it and submitted photographs of the van’s roof. The photographs were taken months after respondent returned the van, and Cernatinskij did not submit any photographs of the van taken before respondent received it. The district court ruled in respondent’s favor, finding that appellants submitted “no evidence that the van was not damaged during the approximately 27,000 miles that the van was driven” before respondent received it. This appeal follows.

DECISION

In reviewing court trials, an appellate court views the record “in the light most favorable to the judgment of the district court” and will not reverse the district court’s findings unless they are clearly erroneous, “manifestly contrary to the weight of the

evidence or not reasonably supported by the evidence as a whole.” *Rogers v. Moore*, 603 N.W.2d 650, 656 (Minn. 1999) (quotation omitted). An appellate court also defers to the district court’s determinations of witness credibility. *Id.*

Appellants challenge the district court’s finding that appellants submitted “no evidence” that the van was not damaged when respondent received it, arguing that the agreement constitutes sufficient evidence of this fact. In the agreement, respondent attested that he “received [the van] in satisfactory condition.” The agreement does not define “satisfactory condition.” We determine this term to be susceptible to more than one reasonable interpretation and therefore ambiguous. *See Current Tech. Concepts, Inc. v. Irie Enters., Inc.*, 530 N.W.2d 539, 543 (Minn. 1995) (defining an ambiguous contract term as one reasonably susceptible to multiple interpretations). Ambiguous contract terms are generally construed against the drafter. *Hilligoss v. Cargill, Inc.*, 649 N.W.2d 142, 148 (Minn. 2002). “Satisfactory” is defined as “[g]iving satisfaction; sufficient to meet a demand or requirement.” *The American Heritage Dictionary* 1093 (2d college ed. 1991). We conclude that a van with scratches and dents on its roof suffices to meet the requirements of transporting passengers, and we decline to construe “satisfactory condition” to mean “free from scratches and dents” in this case. Accordingly, we affirm the district court.

Affirmed.