FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

PATRICIA A. SCHLOBOHM and JOHN C. SCHLOBOHM,

Plaintiff-Appellants,

vs.

CAROL L. SMITH and KENNETH W. SMITH,

Defendants-Appellees.

Filed February 26, 1985

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84-26

Appeal from the Iowa District Court for Cerro Gordo County - B. C. Sullivan, Judge.

Plaintiffs appeal from summary judgment for defendants in a negligence action. AFFIRMED.

Richard P. Minette, Clear Lake, Iowa, for plaintiffs-appellants.

Darrell J. Isaacson of Laird, Burington, Heiny, McManigal, Walters & Winga, Mason City, Iowa, for defendants-appellees.

Considered by Oxberger, C.J., Hayden, and Sackett, JJ.

HAYDEN, J.

Plaintiff, Patricia A. Schlobohm, was a passenger in an automobile driven by the defendant Carol L. Smith, which was involved in a 1980 automobile accident with a third party, James Hodenfield. On January 6, 1981, Patricia and her husband, John C. Schlobohm, executed a release against Hodenfield and his insurer, Farm and City Insurance Company.

In relevant part, the release provided:

> I/we hereby release and discharge James Hodenfield, his successors and assigns, and all other persons, firms, or corporations who are or might be liable, from all claims of any kind or character which I/we have or might have against him or them ....and I/we hereby acknowledge full settlement and satisfaction of all claims of whatever kind or character which I/we may have against him or them .... (emphasis added).

The final paragraph of the release provided the following integration clause:

> All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not a mere recital.

In the Schlobohms' subsequent negligence action against the Smiths, the defendants moved for summary judgment, asserting accord and satisfaction as a result of the release. Resistance to the motion incorporated an affidavit of plaintiff John Schlobohm stating that the release resulted entirely from negotiations not involving the Smiths and that plaintiffs had not been told that the release would cover persons other than James Hodenfield. The trial court found no genuine issue of material fact existed and entered summary judgment for defendants. Plaintiffs appeal.

The question for review is whether the trial court erred in construing the release to include the defendants. We hold that there was no error and we affirm the grant of defendants' summary judgment.

The former common law rule that release of one joint tortfeasor automatically released any other tortfeasors was overruled in Community School Dist. of Postville v. Gordon N. Peterson, Inc., 176 N.W.2d 169, 173 (Iowa 1970), in favor of recognizing releases as a specific type of contract to be interpreted as

such. Id. at 171-73. When, as in this case, the debt is unliquidated, the court stated that "the intention of the parties to the release controls. This intent must be determined by the terms of the contract aided by such extrinsic evidence as may be properly offered to aid in the task of interpretation." Id. at 175.

When a contract's terms are unambiguous, "the intent of the parties . . . is determined by what the contract itself says." Iowa R. App. P. 14(f)(14). A contract is ambiguous when "a genuine uncertainty results as to which one of two or more meanings is the proper one." Gendler Stone Products Co. v. Laub, 179 N.W.2d 628, 631 (Iowa 1970). The language of this release is susceptible to only one meaning: it released "all other persons . . . from all claims of any kind . . . which [plaintiffs] have or might have against . . . them . . . ." Defendants are necessarily included in the phrase "all other persons;" neither this language nor its meaning could be any clearer. That plaintiffs may have intended a different result from that expressed in the release is immaterial, because our focus is not upon "what [they] meant to say but what they meant by what they did say." Hamilton v. Wosepka, 261 Iowa 299, 305, 154 N.W.2d 164, 167 (1967).

In the affidavit accompanying the plaintiffs' resistance to defendants' motion for summary judgment, it was stated that plaintiffs had not been told that the release would cover persons other than James Hodenfield. However, this is irrelevant because without fraud or mistake, which plaintiffs did not allege here, their ignorance of the contents of the agreement cannot negate or avoid its terms. Small v. Ogden, 259 Iowa 1126, 1132, 147 N.W.2d 18, 22 (1966). Nor can they avoid the release by merely failing to read it before signing. Syester v. Banta, 257 Iowa 613, 624, 133 N.W.2d 666, 673 (1963).

Based on the foregoing, we agree with the trial court that defendants were covered by the release and that no genuine issue of material fact was presented. See Iowa R. Civ. P. 237(c). The grant of defendants' summary judgment is affirmed.

AFFIRMED.