IN THE COURT OF APPEALS OF IOWA

FILED
OCT 22 1986
CLERK SUPREME COURT

NORTH STAR MUTUAL INSURANCE COMPANY,	)	
Plaintiff-Appellant,	)	Filed October 22, 1986
vs.	)	6-304 / 86-424 387
LORREN JUDSON HOLTY, GENEVIEVE HOLTY, DENNIS HOLTY, DAVID R. JUNKO, Individually, MARY JUNKO, Individually, and DAVID R. JUNKO, AS Father and Next Friend of Karen Junko and Lori Junko,	)	
Defendants-Appellees.	)	

Appeal from the Iowa District Court for Winneshiek County (No. 21068) - Joseph C. Keefe, Judge.

Plaintiff appeal from trial court's order in a declaratory judgment action.

AFFIRMED.

Donald H. Gloe, of Miller, Pearson, Gloe, Burns, Beatty & Cowie, P.C., Decorah, for the plaintiff-appellant.

Dennis G. Larson, Decorah, for the defendants-appellees Holty.

David L. Strand, Decorah, for the defendants-appellees Junko.

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

SACKETT, J.

Defendants Lorren, Genevieve and Dennis Holty were insured under a farm liability policy with North Star Mutual Insurance Company. During the term of the policy Defendant Lorren Holty and Defendant David Junko were involved in an accident on a country road.

At the time of the accident Lorren Holty was driving a 1951 truck. Several years earlier a gravity box and auger had been attached to the truck. The truck had not been licensed for several years. It had no separate liability insurance policy.

The persons injured in the accident, the Junkos, filed suit against the Holtys seeking damages as a result of the accident. The Holtys made a demand on North Star to defend the suit under their farm liability policy. North Star Mutual then filed a petition for declaratory judgment contending the court should construe the farm liability policy to determine the accident neither was covered under the policy nor did North Star have a duty to defend the law suit against the Holtys. The matter was tried and the trial court denied North Star's request for a declaratory judgment that the farm liability policy did not cover the accident. The trial court further determined North Star should furnish a defense to the Holtys in the law suit commenced by the Junkos.

North Star has appealed contending the trial court erred (1) in ruling that the definition of "motor vehicle" as contained in the policy was ambiguous and (2) in declaring that there was coverage under the policy of insurance issued by North Star for the automobile accident in question. We affirm.

Admittedly the trial court's order could be clearer, but we fail to find the issues raised by North Star go to the basis of the trial court's ruling. The trial court specifically found David Junko was riding a motorcycle going north

and Lorren Holty was driving a pickup truck on the same highway going south. The truck driven by Lorren Holty had a portable auger attached to it. The trial court found the auger became unattached and swung from the truck, allegedly causing David Junko's injuries when he swerved to avoid it. Furthermore, the trial court found the auger was a specific item covered in the Holtys' farm liability insurance policy.

The trial court then adopted the approach of North Star Mutual Insurance Co. v. Johnson, 352 N.W.2d 791 (Minn. App. 1984), and determined the North Star policy covered the accident and North Star owed a defense to the Holtys.

In North Star Mutual Insurance Co., the Minnesota Court of Appeals addressed the issue of a farm liability policy covering an accident where a farm sprayer bolted to a pickup suddenly extended and smashed into the windshield of plaintiff's vehicle. There, the court determined negligent maintenance of the sprayer was covered by the farm liability policy. The court held the motor vehicle's exclusion from the insured's farm liability coverage did not exclude coverage for negligent maintenance of farm equipment solely because the equipment was attached to a motor vehicle. North Star Mutual Insurance Co., 352 N.W.2d at 794.

Here the trial court, in response to North Star's motion to amend and enlarge its findings of fact and conclusions of law, specifically found the alleged negligent act involved in this case was not vehicle related. North Star has failed to challenge the trial court's findings that the auger was covered under the policy, that the auger became unattached, allegedly causing David Junko's injuries when he swerved to avoid it or that the accident was not vehicle related. We are bound by the findings of the trial court if supported by substantial evidence. Iowa R. App. P. 14(f)(1). We determine there is substantial evidence to support the

the trial court's findings. We determine the trial court's order hinges on the question of whether the auger was insured and caused the accident. North Star does not challenge the trial court's findings on this determinative issue.

We also determine the trial court's ruling that the definition of motor vehicle contained in the farm policy was ambiguous does not embody the resolution or determination of the relevant issues. In addition, we do not find, as North Star urges, the trial court determined it was a vehicular accident. Rather, we find the trial court specifically determined this was not a vehicular accident. We therefore find it unnecessary to address North Star's issues. We affirm the trial court.

AFFIRMED.[1]

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[1] In all future submissions to the court the appellant's brief shall have a blue cover. See Iowa R. App. P. 16(a).