FILED
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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

ARTHUR JOHN, INC.,	)	
Plaintiff-Appellant,	)	Filed September 20, 1979
vs.	)	
REEMTSMA ENTERPRISES,	)	224
Defendant-Appellee.	)	2-62674

Appeal from Scott District Court - Lowell D. Phelps, Judge.

Plaintiff appeals from a judgment favorable to defendant in a declaratory judgment action for construction of a written agreement. AFFIRMED.

Martha L. Quint, Cedar Rapids, Iowa, for appellant.

John A. Hellstrom and Robert D. Lambert, Davenport, Iowa, for appellee.

Submitted to Oxberger, C.J., and Donielson, Snell, Carter and Johnson, JJ.

PER CURIAM

Plaintiff appeals from a judgment favorable to defendant in this declaratory judgment action for construction of a written agreement.

The terms of the agreement in question were alleged by the plaintiff and admitted by the defendant. The defendant filed a motion for judgment on the pleadings, pursuant to Iowa R. Civ. P. 222. The trial court rendered the judgment now complained of in response to said motion.

The material provisions of the agreement are as follows:

> Owner will not enter into any agreement which permits the installation or operation of other washing machines and dryers on the premises, and Reemtsma shall have exclusive rights with respect thereto during the term of this agreement.

The dispute relates to whether this provision gives defendant, during the term of the agreement, the exclusive right to maintain coin-operated washing machines and clothes dryers in an apartment building owned by plaintiff, to the exclusion of all others, including plaintiff. The trial court determined that the agreement does give defendant such right for the period therein specified. We agree and affirm the judgment.

I. In addition to setting forth the material terms of the agreement, plaintiff's petition alleges: "a controversy has arisen between plaintiff and defendant relative to their legal rights and duties under the lease as determined by such provisions" (emphasis added). We conclude that on this state of the pleadings, the issue below was properly determined on a motion for judgment on the pleadings. Plaintiff's request is for a construction of rights and duties under the lease "as determined by such provisions"; no extrinsic facts are alleged by either party; and all material allegations are admitted by the defendant.

II. On the merits of the issue presented, plaintiff's only contention is that the clause in question only proscribes agreements with third parties and does not prohibit plaintiff from installing its own machines on the premises. We disagree. Such an interpretation would be inconsistent with the "exclusive right" granted defendant with respect to the installation and operation of washing machines and dryers on the premises during the term of the agreement. The trial court did not err in the manner in which it interpreted the contract.

III. Lastly, plaintiff urges that the agreement was executed between defendant and plaintiff's predecessor in interest and therefore, is not binding on plaintiff. We need

not decide in the present case whether such an agreement would ordinarily be enforceable beyond the original parties. In the present case, plaintiff, in its petition, alleged: "on December 1, 1977, Plaintiff succeeded L. T. Enterprises in interest in said lease when Plaintiff acquired the property." Plaintiff's petition also alleges: "the lease is now in full force and effect between the parties." Within the context of the petition, it is evident the words "between the parties" have reference to the parties to the action rather than the original parties to the agreement.

Averments in a pleading which are not withdrawn or superseded are conclusive admissions of the facts pleaded. Grantham v. Potthoff-Rosene Co., 257 Iowa 224, 230, 131 N.W.2d 256, 259 (1964). No proof is required with respect to such issues. Id. The trial court was correct in treating plaintiff as bound by the agreement as a result of plaintiff's assertions that it was. We have considered all issues presented and find no ground for reversal.

AFFIRMED.