FILED
MAR 0 9 1988
CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

318

ROWLEY INTERSTATE TRANSPORTATION CO., INC.,

Plaintiff-Appellant,

vs.

DAVID J. KNIPPER,

Defendant,

and

L & A FORWARDING, INC.,

Defendant-Appellee.

Filed March 9, 1988

7-559
87-449

Appeal from the Iowa District Court for Clinton County (No. 8142) - Margaret S. Briles, Judge.

Plaintiff appeals from a district court order entering judgment in favor of defendant L & A Forwarding, Inc. **AFFIRMED.**

Mary Browne McCuskey, of Clemens, King & McCuskey, Dubuque, for plaintiff-appellant.

Considered by Hayden, P.J., and Sackett, and Habhab, JJ.

PER CURIAM

Plaintiff, Rowley Interstate Transportation Co., appeals from a district court order entering judgment in favor of defendant L & A Forwarding, Inc.

Plaintiff, a company that arranges the shipping of goods, leased a truck from David Knipper and arranged for Knipper to haul a load of meat from Denison, Iowa, to the East Coast. The truck was owned by defendant L & A Forwarding, but Knipper was operating the truck under a lease purchase agreement with L & A. The contents of the truck were stolen while Knipper was staying at a hotel en route.

Plaintiff reimbursed the meat company for the loss and then brought this suit against Knipper and L & A Forwarding. Knipper subsequently filed for bankruptcy and is not a party to this appeal. The issue presented to the trial court was whether Knipper was an actual or apparent agent for L & A, so that L & A would be liable for the loss of the shipment.

Our review is for correction of errors at law, and the trial court's findings of fact have the effect of a special verdict. Iowa R. App. P. 4. The trial court's findings are binding on us if supported by substantial evidence. Iowa R. App. P. 14(f)(1).

Based on the testimony of Knipper and Gary Baumhover, president of Rowley Interstate, the trial court found that plaintiff knew Knipper was an independent contractor and not an agent of L & A at the time plaintiff leased the truck from Knipper. L & A arranged for Knipper to haul goods from east to west, but Knipper was free to make his own west to east arrangements and to receive compensation directly from those shippers. We find substantial evidence in the record to support the trial court's findings. We affirm the trial

court's ruling that as a matter of law Knipper was not an actual or apparent agent of L & A Forwarding at the time plaintiff hired Knipper to haul the meat.

Plaintiff raises the issue whether it is a third-party beneficiary of L & A's agreement to provide Knipper's insurance on the truck. Questions not presented to and not passed on by the trial court cannot be raised or reviewed on appeal. Shill v. Careage Corp., 353 N.W.2d 416, 420 (Iowa 1984).

Finding no error, we affirm.

AFFIRMED.