



IN THE COURT OF APPEALS OF IOWA

DAYLE E. ERICKSON,

)

Plaintiff-Appellee,

)

Filed May 30, 1980

vs.

)

MUTUAL FIRE & AUTOMOBILE
INSURANCE COMPANY,

)

0-135
2-64054

)

Defendant-Appellant.

Appeal from Greene District Court - R. K. Richardson, Judge.

Defendant appeals judgment for plaintiff on insurance contract alleging the jury should not have been instructed on loss of rental income. - AFFIRMED.

Jack W. Rogers & Clyde Putnam, Jr., of Putnam, Putnam & Rogers, Des Moines,
for defendant-appellant.

Richard N. Winders, of Cudahy, Wilcox, Magee, Polking, Gerken & Winders,
Jefferson, for plaintiff-appellee.

Heard by Oxberger, C.J., and Donielson, Snell, Carter and Johnson, JJ.

rentals were suffered during the interim between the fire and the time restoration reasonably could be completed. Further, the evidence would support a jury finding the maximum amount for coverage was payable because under the circumstances involving Mutual's failure to settle the fire loss, Erickson could not rebuild in one year's time.

Since the evidence was sufficient to establish Erickson's right to recover lost rental income under the policy, the trial court correctly included instruction No. 15 in the jury instructions.

AFFIRMED.