

S T A T E O F M I C H I G A N
C O U R T O F A P P E A L S

DANIEL R. PAUL,
Plaintiff-Appellant,

DEC 8 1986

v

No. 88836

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendant-Appellee.

BEFORE: R. M. Maher, P.J., D. F. Walsh and C. Stell*, JJ.

PER CURIAM

Plaintiff Daniel R. Paul appeals the entry of summary disposition in favor of defendant State Farm Mutual Automobile Insurance Company. MCR 2.116(C)(8). We affirm.

Plaintiff, a Colorado resident, argues that an April 19, 1984, amendment to Michigan's no-fault law unconstitutionally impairs the automobile liability policy issued to him by defendant in Colorado on January 27, 1984. US Const, art I, § 10; Const 1963, art 1, § 10. Pursuant to the April 1984 statutory amendment, the definition of "motor vehicle" expressly excludes farm tractors and other implements of husbandry not subject to registration under the Michigan vehicle code. PA 1984, No. 84, MCL 500.3101(2)(c); MSA 24.13101(2)(c). Plaintiff was injured while riding a trailer being pulled by a tractor. The accident took place in Michigan on May 14, 1984.

Plaintiff's impairment of contract argument is without merit. Defendant's liability, if any, arises under § 3163 of the Michigan no-fault act, MCL 500.3163; MSA 24.13163, which requires application of the relevant provisions of the Michigan act as they existed on the date of the accident. Under § 3163, once the existence of the Colorado policy on the date of the accident is established, the terms of the Colorado policy, including the date

*Circuit judge, sitting on the Court of Appeals by assignment.

it was issued, are irrelevant. Transport Insurance Co v Home Insurance Co, 134 Mich App 645, 650-651; 352 NW2d 701 (1984).

Affirmed.

/s/ Richard M. Maher
/s/ Daniel F. Walsh
/s/ Carolyn Stell