

MELINDA E. LEIGHTON

v.

LAWRENCE G. BLASIK JR.

Argued May 10, 2011

Decided May 26, 2011

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER, MEAD,
GORMAN, and JABAR, JJ.

MEMORANDUM OF DECISION

Lawrence G. Blasik Jr. appeals from the District Court's (York, *Douglas, J.*) denial of his motion to modify the parties' 1996 New Hampshire divorce judgment. The court did not err in its application of New Hampshire law to determine that Blasik's obligation to maintain life insurance is in the nature of a property settlement rather than modifiable support. *See Stebbins v. Stebbins*, 438 A.2d 295, 297 (N.H. 1981). Further, the court properly considered the arguments surrounding the parties' intent with regard to the life insurance obligation. Contrary to Blasik's assertion, the court did not decide it was without jurisdiction to decide this issue and then decide the issue regardless; instead, the court made the determination that the obligation was in the nature of a property division and then noted that the proper way to seek relief from a property division would be to seek equitable relief in New Hampshire. *See Bagley v. Bagley*, 415 A.2d 1080, 1082 (Me. 1980).

The entry is:

Judgment affirmed.

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York District Court docket number FM-2009-184
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