plaintiff to defendant Nathanson excluded liability coverage for an accident occurring while Nathanson was engaged in his regular occupation. The policy specifically excludes accidents "arising out of business pursuits of any insured." Some courts have found the phrase "except activities therein which are ordinarily incident to non-business pursuits" ambiguous in factual situations involving nonbusiness activities by persons in the course of their occupation. *Crane v. State Farm Fire & Cas. Co.,* 5 Cal. 3d 112, 485 P.2d 1129, 95 Cal. Rptr. 513 (1971); *State Farm Fire & Cas. Co. v. MacDonald,* 87 Ill. App. 2d 15, 230 N.E.2d 513 (1967); *Gulf Ins. Co. v. Tilley,* 280 F. Supp. 60 (N.D. Ind. 1967), *aff'd* 393 F.2d 119 (7th Cir. 1968). No such problem has been found where the accident has occurred when the insured is engaged in his regular employment. In such cases, it has been held that coverage is clearly excluded. *Dieckman v. Moran,* 414 S.W.2d 320 (Mo. 1967); *Pitre v. Pennsylvania Millers Mut. Ins. Co.,* 236 So. 2d 920 (La. Ct. App. 1970); Annot., 48 A.L.R.3d 1096 (1973). The accident in this case was clearly embraced in the language of the exclusion and the meaning is further clarified by the policy definition of "business" as a "trade" or "occupation." *See Interstate Fire & Cas. Co. v. Lee Raceway, Inc.,* 113 N.H. 593, 311 A.2d 307 (1973).

Decree for plaintiff; remanded.

KENISON, C.J., did not sit; the others concurred.

[redacted]

Rockingham
No. 7147

JOHN L. MANGIN, SR. v. MILDRED M. MANGIN

August 29, 1975

[redacted]

[redacted]

Wiggin, Nourie, Sundeen, Pingree & Bigg (Larry B. Pletcher and *L. Jonathan Ross)* for the plaintiff.

Mildred M. Mangin, pro se.

PER CURIAM. Appeal by the defendant from the granting of a divorce, together with provisions for support and custody, on the grounds of irreconcilable differences causing an irremediable breakdown in the parties' marriage. RSA 458:7-a (Supp. 1973). The defendant's exceptions were reserved and transferred by *Morris,* J.

This case was first heard by a Master *(Leonard C. Hardwick,* Esq.) who made certain findings and rulings and recommended that a divorce be granted. His report was approved, but a subsequent motion by the defendant for a rehearing was granted. The case was again heard and the master's report recommending a divorce, upon the same grounds as previously, together with findings and rulings, was again approved. In all these hearings the defendant was adequately represented by counsel but chose to appear pro se on her appeal to this court.

The issue before us is whether the record supports the decree. We hold that it does. A careful examination of the transcripts and exhibits discloses ample evidence to sustain the granting of the divorce. The orders for support were $60 weekly for the maintenance of the minor child, whose custody was awarded to the defendant, payment of all his dental, medical, and optical expenses, and a lump sum of $100.

As to these orders, it is fundamental in such cases that the court has broad discretion *(Comer v. Comer,* 110 N.H. 505, 507, 272 A.2d 586, 587 (1970)) and that its decision will not be set aside unless "the evidence demonstrates clearly an abuse" of such discretion. *Collette v. Collette,* 108 N.H. 469, 470, 238 A.2d 598, 599 (1968). *See also Ford v. Ford,* 112 N.H. 270, 293 A.2d 605 (1972). In the present case it is clear that the court's conclusions were well within the proper bounds.

The record discloses the proceedings were free from error and the order is

Decree affirmed.