

N.E.2d 1244, 1246 (1976); *Price v. Shell Oil Co.*, 2 Cal. 3d 245, 258, 466 P.2d 722, 730-31, 85 Cal. Rptr. 178, 186-87 (1970), and that indemnity agreements are to be rarely implied, see *William H. Field Company, Inc. v. Nuroco Woodwork, Inc.*, 115 N.H. 632, 634, 348 A.2d 716, 718 (1975).

Because Royer seeks recovery on the basis of a contractual duty to indemnify, and such a duty is not supported by the contract, the motion to dismiss is hereby granted.

*So ordered.*

BROCK, J., did not sit; the others concurred.

Merrimack  
No. 78-080

ROBERT W. HUNNEYMAN

v.

THERESA H. HUNNEYMAN

September 27, 1978

*Wiggin & Nourie*, of Manchester (*L. Jonathan Ross* orally), for the plaintiff.

*McSwiney, Jones & Semple*, of Concord (*Carroll F. Jones* orally), for the defendant.

#### MEMORANDUM OPINION

The question in this divorce case is whether the trial court abused its discretion in not awarding alimony; in reducing the amount of child support payments from that awarded on a temporary basis; and in dividing the parties' property. The defendant contends that the Master's (*Robert A. Carignan, Esq.*) findings and rulings were inconsistent with his report. We hold that there was no abuse of discretion and overrule the defendant's exceptions.

"In resolving this question we are mindful of the continuity of decisional law allocating broad discretion to the trial court in de-

termining matters of property settlement, alimony, and divorce.” *Economides v. Economides*, 116 N.H. 191, 193, 357 A.2d 871, 872 (1976). “Defendant has the burden of showing that the orders were ‘improper and unfair.’ ” *Adams v. Adams*, 117 N.H. 43, 44, 369 A.2d 196, 197 (1977).

There is no transcript in this case, and a review of the record before us shows no inconsistency between findings and rulings and the report; further, there are revealed no errors of law. We therefore cannot say that the court abused its discretion with regard to the support order and the division of property.

*Exceptions overruled.*

DOUGLAS and BROCK, JJ., did not sit.

Strafford  
No. 78-084

CONSTANCE AZZI

v.

VICTOR AZZI

September 27, 1978

[REDACTED]