

Supreme Court of the State of New York
Appellate Division: Second Judicial Department

D17890
Y/kmg

_____AD3d_____

Submitted - December 10, 2007

ROBERT A. SPOLZINO, J.P.
PETER B. SKELOS
ANITA R. FLORIO
THOMAS A. DICKERSON, JJ.

2006-07492

DECISION & ORDER

Kathy Ann Beck, respondent, v
Lewis Reade Beck, appellant.

(Index No. 3034/01)

Lewis Reade Beck, Peoria, Arizona, appellant pro se.

Peter C. McGinnis, Poughkeepsie, N.Y., for respondent.

In a matrimonial action in which the parties were divorced by judgment dated August 28, 2001, the defendant former husband appeals from an order of the Supreme Court, Orange County (McGuirk, J.), dated June 21, 2006, which, inter alia, granted the motion of the plaintiff former wife, which was, in effect, to enforce the provision of the parties' judgment of divorce concerning the distribution of his military benefits.

ORDERED that the order is affirmed, with costs.

“When interpreting a contract, the court should arrive at a construction which will give fair meaning to all of the language employed by the parties to reach a practical interpretation of the expressions of the parties so that their reasonable expectations will be realized [citations omitted]” (*Fetner v Fetner*, 293 AD2d 645, 645-646, quoting *Joseph v Creek & Pines*, 217 AD2d 534, 535). Here, such construction requires that the agreement be read as evincing the parties' intention to have the plaintiff receive her share of any benefits received by the defendant as a result of his military service. The defendant's argument to the contrary finds no support in the language of the parties' settlement agreement.

February 13, 2008

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The defendant's remaining contentions are without merit.

SPOLZINO, J.P., SKELOS, FLORIO and DICKERSON, JJ., concur.

ENTER:

A handwritten signature in black ink, reading "James Edward Pelzer". The signature is written in a cursive style with a large, sweeping initial "J".

James Edward Pelzer
Clerk of the Court