

was reached as final disposition of a dispute between a law firm and its client concerning the reasonableness of the firm's fees for services rendered. The sum of \$1,000 tendered by the defendant after a conversation with one of the partners was neither capricious nor patently unreasonable and arbitrary. Because no meaningful review of the Court's (*Lynch*, A.J.) findings may be had without a transcript of the testimony, the order of the court below giving the plaintiff judgment for \$1,000 is summarily affirmed. See Sup. Ct. Rs. 13(3), 15(3). The award of interest and costs to the plaintiff is vacated.

Affirmed, except as to interest and costs.

Hillsborough
No. 81-394

BOYS' CLUB OF NASHUA, INC.

v.

THE ATTORNEY GENERAL,
THE STATE OF NEW HAMPSHIRE

April 2, 1982

[REDACTED]

phrases shall be construed according to the common and approved usage of the language; but technical words and phrases, and such others as may have acquired a peculiar and appropriate meaning in law, shall be construed and understood according to such peculiar and appropriate meaning." RSA 21:2. Applying this rule of construction, we answer the transferred question in the negative. If the underlying statute, RSA ch. 287-A, is to be given a broader meaning, it is a matter for legislation rather than judicial decision.

Remanded.

All concurred.

Nashua District Court
No. 81-407

L & R RENTALS d/b/a
SEARS RENT-A-CAR

v.

MATTHEW JUDGE

April 2, 1982

Kenneth E. Churbuck, of Nashua, by brief for the plaintiff.

Nashua Law Center, of Nashua (*Barbara B. Millar* on the brief), by brief for the defendant.

MEMORANDUM OPINION

The plaintiff, L & R Rentals, sued the defendant, Matthew Judge, for money due on a contract to rent a motor vehicle. The dispute was whether the \$5.50 insurance charge was a flat fee, as the defendant claimed, or a daily fee, as the plaintiff alleged. After a trial before *Pantelas, J.*, judgment was rendered for the plaintiff, and the defendant appealed.