

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.



The trial court's findings of fact and rulings of law are not before us, and we do not have a record of the conflicting testimony below. Our rules contemplate such situations, and provide in pertinent part:

"Rule 13. The Record

....

(3) The moving party shall be responsible for presenting to the supreme court a record sufficient for the court to decide the questions of law presented by the case. The supreme court may dismiss the case for lack of such a record.

....

Rule 15. Transcripts

....

(3) If the moving party intends to argue in the supreme court that a finding or conclusion is unsupported by the evidence or is contrary to the evidence, he shall include in the record a transcript of all evidence relevant to such finding or conclusion. . . ."

Sup. Ct. Rs. 13, 15.

In accordance with these rules, the decision below is

Affirmed.



Rockingham
No. 80-309
No. 80-310

JULIEN MOORE, R-W ASSOCIATES, INC. & a.

v.

NEW HAMPSHIRE INSURANCE COMPANY,
AETNA CASUALTY & SURETY COMPANY & a.

April 7, 1982

