

submit an affidavit outlining in reasonable detail the actual time spent on the case (or issue) and setting forth a rate for that person who performed the work. *Id.* at 920. The trial judge must then determine if the time spent and the rates charged are reasonable. He may then adjust the fee, upwards or downwards, to reflect such factors as "the contingent nature of any fee (if such is not reflected in the hourly rate), delay in payment, quality of representation (i.e., an unusually good or poor performance above or below the skill already reflected in the hourly rates), exceptional (and unexpected) results obtained, etc." *Id.*; see *Copeland v. Marshall*, 641 F.2d 880, 890-94 (D.C. Cir. 1980) (en banc); see also *Miles v. Sampson*, No. 81-1213, slip op. at 5-8 (1st Cir. March 25, 1982); cf. *Couture v. Mammoth Groceries, Inc.*, 117 N.H. 294, 296-97, 371 A.2d 1184, 1186 (1977) (award of contingent attorney's fee). See generally Kelley, *Preparation of Fee Petitions, Attorney's Fees in New Hampshire—C.L.E. EXCERPT 113-35* (1982); Devine, *The Criteria for Awarding Attorney's Fees in Federal Court, Attorney's Fees in New Hampshire—C.L.E. EXCERPT 1-10* (1982).

Because the award of \$1,500 in attorney's fees is unsupported by the record, we remand this issue to the trial court for recomputation of the award in a manner consistent with this opinion.

Affirmed in part; reversed in part; remanded.

All concurred.

Keene District Court
No. 81-419

CATHERINE LAPONSIE & a.

v.

STEPHEN KUMOREK

December 10, 1982

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Catherine LaPonsie, of Wilton, and *Randy Greene*, of Wilton, by brief, *pro se*.

The defendant filed no brief.

PER CURIAM. The question in this case is whether a thirty-day notice to vacate requirement in a lease applies when the tenants vacate the premises at the expiration of the tenancy. We hold that it does not.

The plaintiffs entered into a written rental agreement for the period from December 12, 1980, to May 30, 1981, with rent payable in advance. The agreement contained the following provision: "This agreement may be terminated by a 30-day notice to vacate." It was also stipulated that "[o]ne month's rent held in reserve" would act as a security deposit.

The plaintiffs vacated the premises on May 30, 1981, without giving any notice. The defendant refused to return the one month's rent being held because of the failure to give a thirty-day notice, and the plaintiffs brought suit. Trial was held in the District Court (*Harry C. Lichman*, Special Justice), which found for the defendant. We reverse and remand.

[REDACTED] A lease is a contract whose terms are to be interpreted according to the rules of contract. *Turcotte v. Griffin*, 120 N.H. 292, 294, 415 A.2d 668, 669 (1980). Generally, interpretation of a written instrument is an issue of law for this court ultimately to decide. *Murphy v. Doll-Mar, Inc.*, 120 N.H. 610, 611, 419 A.2d 1106, 1108 (1980). Because the lease terminated by its own terms on May 30, 1981, the notice requirement which applied only to any earlier termination did not apply. There was no requirement that notice be given when the plaintiffs moved out when the tenancy terminated by its own terms. See RESTATEMENT (SECOND) OF PROPERTY § 1.6, comment g, illustration 4 at 40 (1977).

The verdict is set aside, and judgment is to be entered for the plaintiffs.

Reversed and remanded.