

[REDACTED]

The defendant argues that because the brief and informal purchase and sale agreement between the parties stated that the plaintiff purchased the automobile in "as is" condition without guarantee, the plaintiff cannot prevail. The master, however, specifically found that "[t]he purchase of the vehicle in an 'as is' condition based upon *representation* that the car was in good condition and ran properly was fundamental to the consideration on which the sale was predicated." (Emphasis added.)

Because the evidence below supports the decision of the master, and we find no other error, we affirm. See RSA 382-A:1-203; *McCarthy v. Barrows*, 118 N.H. 173, 175-76, 384 A.2d 787, 788 (1978).

Affirmed.

[REDACTED]

Milford District Court
No. 81-874

BIELAGUS & MARTINA

v.

JOSEPH C. DEVINE

April 2, 1982

[REDACTED]

[REDACTED]

Bielagus & Martina, of Amherst (*Richard H. Hubbard* on the brief and orally), for the plaintiff.

Nix and Wendell, of Manchester (*Grenville Clark, III*, on the brief and orally), for the defendant.

MEMORANDUM OPINION

The only issue presented on this appeal is whether, as found by the trial court, an accord and satisfaction in the amount of \$1,000

