

Lyman
v.
Loomis.

By the Court. This is a very plain case. The rule is, that if the description be sufficient to ascertain the land intended to be conveyed, the land will pass, although it does not agree with some of the particulars in the description. 4 Mass. Rep. 205 ; 6 Cowen, 717.

In the deed of the defendant there is enough to show, that the lots intended to be conveyed were lots in the gore, because there is a direct reference to Lane's deed for a more particular description, and the lots described in Lane's deed are in the gore. The circumstance, that the lots are described as in Bethlehem, must be rejected as false or mistaken. The verdict must be set aside, and
A new trial granted.

SAMUEL H. WENTWORTH *versus* SPENCER
WENTWORTH.

A, being indebted to B, the latter agreed to receive, and did receive, the note of a third person, who was an infant, in satisfaction of the debt—it was held, that the note received being of no value, the agreement to receive it in satisfaction was without consideration and void.

ASSUMPSIT for work and labor. The cause was tried here, at May term, 1830, upon the general issue, when it appeared in evidence, that the defendant, being indebted to the plaintiff in the sum of \$100, for work and labor, requested the plaintiff to take the note of a son of the defendant, for the said sum of \$100, the son being then a minor, under the age of twenty-one years. This the plaintiff at first refused to do on account of the infancy of the son, but he at length took two notes of the son, one for the sum of \$60, and another for the sum of \$40, payable to himself, or order, and discharged his claim against the defendant. To a suit on one of the said notes the son set up his infancy as a defence, and prevailed.

The court instructed the jury that the notes of the minor were void, and no satisfaction of the plaintiff's claim; and the jury having returned a verdict in favor of the plaintiff, the defendant moved for a new trial.

J. Eastman, for the plaintiff.

This action may well be maintained, unless the receipt of the minor's notes operates as an extinguishment of his claim upon the defendant. To prove that those notes were not an extinguishment of this claim, we rely upon *Wright v. The Crockery Ware Company*, 1 N. H. Rep. 281, and *McCrillis v. How*, 3 N. H. Rep. 348, and 9 Mass. Rep. 101.

Boardman, for the defendant.

By the court. The negotiable note of an infant furnishes no ground of action, and is in fact of no value. 3 N. H. Rep. 348.

The agreement of the plaintiff to discharge this claim upon the defendant, which was then due, was in fact without any consideration. And as the discharge does not appear to have been under seal, it is without any legal effect. 2 Starkie's Ev. 127; 13 Johns. 87, *Crawford v. Millspough*; 1 N. H. Rep. 281; 4 ditto, 492.

Judgment on the verdict.

THOMAS CARLISLE et a. versus CHARLES THOMPSON.

Where the records of a deceased justice of the peace have been lodged with a clerk of the court of common pleas, such clerk may, from the minutes made by the justice in his docket, enter up judgment in the same manner that judgments in the common pleas are entered up from minutes kept by the clerk of that court.

DEBT upon a judgment for \$5,17 debt, and \$3,67 costs, rendered by Jonas Baker, a justice of the peace, on the