

## MORRISON v. CLIFFORD.

{1 Cranch, C. C. 585.}<sup>1</sup>

Circuit Court, District of Columbia. Nov. Term, 1809.

SET-OFF—ACTION ON NOTE—DAMAGES FOR  
BREACH OF WARRANTIES—FRAUD.

Unliquidated damages for breach of warranty of the soundness of a horse, cannot be set off against a note given for the purchase of the horse. But fraud may be given in evidence; for it avoids the contract altogether.

Debt on a promissory note. Plea, owe nothing. The defendant offered evidence that the horse, for which the note was given, was not sound.

THE COURT said the defendant could not set off unliquidated damages for breach of the warranty, against the note, but the defendant might give evidence of fraud in obtaining the note. Fraud goes to the whole note; simple breach of warranty goes only to part of the consideration.

<sup>1</sup> [Reported by Hon. William Cranch, Chief Judge.]