is proved by proving the nature of his employment, or in other words the law in such a case without proof implies it." In *Gibson* v. *Small*, 4 H. L. 404, in explaining the reason why in a voyage policy of insurance there was an implied condition that the ship was seaworthy as much when the insurance is on goods as when on the vessel, Parke B., says the shipowner "contracts with every shipper of goods that he will do so," (*i. e.*, make the ship seaworthy). "The shipper of goods has a right to expect a seaworthy ship, and may sue the shipowner if it is not. Hence, the usual course being that the assured can and may secure the seaworthiness of the ship either directly, if he is the owner, or indirectly if he is the shipper, it is by no means unreasonable to imply such a contract in a policy on a ship on a voyage, and so the law most clearly has implied it." It appears from this that this most learned judge thought it clear that the undertaking of the shipowner to the shipper of goods as to sea worthiness is co-extensive with the undertaking of the goodsowner to his insurer I am certainly not aware of any case in which the question has arisen whether there is a similar warranty between a shipowner and a passenger; but it seems to me that every reason that can be urged in favour of the warranty, applies as much to the one case as the other. The passenger trusts to the shipowner to select a proper ship as much as the shipper of goods does; and all those circumstances exist which induced Valin (in the passage cited in Abbot on Shipping) to say that the shipowner, from the nature of his contract, was "necessarily bound to furnish a ship good and sufficient for the voyage;" or, as Lord Ellenborough says in *Lyon* v. *Mells*, that his promise so to do is proved by proving the nature of his employment. Indeed, in the very probable case of a person shipping merchandise by the same vessel in which he himself takes his passage, it would seem rather extraordinary if the law were to hold that, as far as the goods were concerned there was an implied undertaking to furnish a seaworthy ship; but, as regarded the personal safety of the passenger, there was none. It is true that the carrier of goods is an insurer, except against certain excepted perils, and that the carrier of passengers is not; but the question whether the carrier of goods is bound at his peril to supply a seaworthy vessel, can only arise where the immediate cause of the loss is an excepted peril, or for some other reason the contract to insure does not apply.

Assuming then that there is such a warranty implied where the carriage is to be by water, is there any difference when the carriage is by land? The principle which I understood to be laid down in *Brown* v. *Edgington*, 2 M. & G. 279, is this, that where one party to a contract engages to select and supply an article for a particular purpose, and the other party had nothing to do with the selection, but relies entirely upon the party who supplies; it is to be taken as part of the contract, implied by law, that the supplier warrants the reasonable sufficiency of the article for that purpose; and I think *Lyon* v. *Mells* lays down a very similar principle as generally applicable, though the particular instance was that of a lighterman. If this principle be a general one, it applies equally to the case of the shipowner supplying a ship, and the carrier by land supplying a vehicle, whether it is supplied for the carriage of goods or passengers In *Brass* v. *Maitland*, 6 E. & B 470, 4 W. R. 617, this principle was much discussed. I think the effect of the reasoning of the judgment of Lord Campbell and Wightman, J., shows that in their opinion this is a general principle of law; whilst the effect of the judgment of Crompton, J., is such as to show that he did not think the principle general, and was not inclined to carry it further than the decisions had already gone. My respect for his opinion is very great and if ever the question whether there is such a general principle of law should come before me in a court of error, I should endeavour to consider it carefully as an open question without being too much biassed by my present impression in favour of it; but sitting here in the same Court in which that case was decided, I am bound to consider the decision of the majority right, and to act upon it as far as it bears on the present question. The authorities on the very point now before us are not numerous In *Israel* v. *Clarke*, 4 Esp. 259, Lord Ellenborough is reported to have said that the carriers of passengers by land "were bound by law to provide sufficient carriages for the safe conveyance of the public who had occasion to travel by them; at all events he would expect a clear landworthiness in the carriage itself to be established." This seems to show that in his opinion the doctrine which in *Lyon* v. *Mells* was laid down as to the persons furnishing lighters for the conveyance of goods was applicable to those furnishing carriages by land for the conveyance of passengers, and that they were bound at their peril to provide vehicles in fact reasonably sufficient for the purpose. And in *Bremner* v. *Williams*, 1 C. & P. 414, Chief Justice Best is reported to have ruled the same way. These are, it is true, only *nisi prius* decisions, and neither reporter has such a character for intelligence and accuracy as to make it at all certain that the facts are correctly stated, or that the opinion of the judge was rightly understood. On the other hand, in *Christie* v. *Griggs*, 2 Camp. 79, Chief Justice Mansfield told the jury that "if the axletree was sound, as far as human eye could discover, the defendant was not liable. There was a difference between a contract to carry goods and a contract to carry passengers. For the goods the carrier was answerable at all events. But he did not warrant the safety of the passengers. His undertaking as to them went no further than this, that as far as human care and foresight could go he would provide for their safe conveyance. Therefore if the breaking down of the carriage was purely accidental, the plaintiff had no remedy for the misfortune he had encountered," and we may depend upon the accuracy of this reporter. Chief Justice Mansfield here does not very accurately distinguish between the possible view of the case that the misforfune might have arisen though the vehicle was reasonably fit for the journey, and so be purely accidental, and the possible view that the accident and the circumstances attending it showed that the coach could not in fact have been reasonably fit for the journey; but on the whole I think it must be