be reasonably efficient for the purposes of the voyage which the plaintiff had contracted to take with it, and that, therefore, the defective state of the engines gave the plaintiff no cause of action, it not appearing that the engines were in a worse state when the plaintiff took possesion of the vessel than they were at the time of the contract. "The vessel," said Brett, L.J., "was named to the plaintiff at the time of the contract, and, although I do not think it material, the plaintiff had an opportunity of seeing it. That at once makes the contract a contract with regard to that specific vessel." The distinction he draws is between a contract to supply a thing which is to be made and which is not specific, and a contract with regard to a specific thing; in the former case there is an implied contract that it shall be reasonably fit for the purpose for which it is hired or is to be used, in the latter case there is no such implied contract. "I wish to put my view as plainly as I can," he says, p. 607:—"If there had been evidence in this case that, after the contract was made, the machinery, from want of reasonable care by the defendants, had become in a worse condition than it was at the time of the contract, I should have thought that there would have been a breach of contract for which the defendants would have been liable." Cotton, L.J., draws a similar distinction between cases where the vessel is at the time of the contract ascertained and known to both parties, and cases where it is not, but he draws a further distinction between the present case, in which the plaintiff had contracted with the defendant for a sum to be paid by them to take a vessel and barges to South America, with liberty to use the vessel as a tug, and cases of hiring and letting of an ascertained chattel, saying that "there is at least a doubt what warranty the law implies from the relation of hirer and letter to hire of an ascertained chattel." Bramwell, L.J., dissented from his colleagues, holding that the defective state of the engines gave the plaintiff a cause of action, as there was an implied undertaking by the defendants that the engines were not so defective. This judgment seems an example of the habit of the learned judge referred to in the letter written by him, and printed in our number for Nov., 1st ult., where he says:—"I am prone to decide cases on principle, and when I think I have got the right one, (I hope it is not presumption) like the Caliph Omar, I think authorities wrong or heedless." "For," he says:—"The case seems to me the same as a contract of hiring, and as all contracts when one man furnishes a specific thing to another, which that other is to use. The man so letting and furnishing the thing does not, except in some cases, undertake for its goodness or fitness, but he does undertake for the condition being such that it can do what its means enable it to do." And then goes on frankly to confess that he cannot find this rule plainly laid down any where, and that he is afraid the nearest authority is the dictum of Lord Abinger in *Smith* v. *Marrable*, 11 M. W. 5: "No authorities were wanted; the case is one which common sense alone enables us to decide." Summing up he concludes that "when the article is specific it must be supplied in a state as fit for the purpose for which it is supplied as care and skill can make it." A brief note as to a similiar implied warranty of quality on the sale of a chattel may not be out of place. That there is such a warranty where the vendor is the manufacturer, is well settled, (Saunders on Warranties, p. 57; *Jones* v. *Just*, L. R. 3 Q. B. 197; *Randall* v. *Newson*, L. R. 2 Q. B. D. 102.) It would also appear to exist in cases where the vendor is not the manufacturer; in fact the point does not seem to turn on this, but on whether the vendee relied on the skill and judgment of the vendor or whether he did not: (see *dicta* in *Jones* v. *Wright*, 5 Bing. 544; *Brown* v. *Edgington*, 2 Man. & Gr. 279; *Bigge* v. *Parkinson*, 7 H. N. 955; *Jones* v. *Just*, *supra*; and in our Courts, *Bigelow* v. *Boxall*, 38 Q. B. 452; *Church* v. *Abel*, 1 S. C. 442.)