tug and also the smaller vessel, but he undertook amongst other things to provision the crews, and further he undertook to conduct the expedition for a fixed sum. It therefore was most material to him to calculate what would be the time in which he should in all probability perform the voyage. The larger tug, the Villa Bella, at the time when the contract was made, had been kept during the winter in a state which is not infrequent, that is to say, sunk in the water, which may not be so bad for the vessel itself, but it certainly is very deleterious to the engines. She was in fact a vessel with engines considerably damaged, but she was the vessel which the plaintiff undertook to conduct across the Atlantic. I agree with my Lord that there is an analogy, and a somewhat close one, between this case and the case of a person hiring some chattel for the purpose of using it. I think it would be true to say, as in the case he puts of the horse, that where a person hires a specific thing for the purpose of using it, there is an implied contract on the part of the latter that he will, in the meantime, keep the thing as I should say in repair, that is, he will not, by want of reasonable care after the contract is made, allow it to become worse than it was at the time the contract was made. But with great deference to him I think that the facts of this case do not raise the point upon which his judgment rests. The Villa Bella was a vessel with damaged engines at the time the contract was made, it was that vessel with these engines such as they were that the plaintiff undertook to conduct across the Atlantic. Now I think there would be an implied contract on the part of the defendants that they would not, by want of reasonable care, allow that vessel with its damaged engines to get more out of repair at the time the voyage was to commence than it was at the time that the contract was made. I think that they were bound by an implied contract to take all reasonable care to keep the vessel as good and as efficient for the work it was to do as it was at the time the contract was made. But it would be to say that they were bound to make it better than it was at the time of the contract, if it is to be said that they were bound to hand it over to the plaintiff in a state reasonably fit for the purpose of the work it was to do. Now as I understand my Lord, he would not imply such a contract as that, but if he would, I must say that with all deference I cannot agree to it. When there is a specific thing there is no implied contract that it shall be reasonably fit for the purpose for which it is hired or is to be used. That is a great distinction 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 one case you take the thing as it is, in the other the person who undertakes to supply it is bound to supply a thing reasonably fit for the purpose for which it is made. Therefore it seems to me that the judgment of my Lord really does, I believe come to what was the opinion of Lord Coleridge although in words he negatives it. It seems to me that he holds that the defendants were bound to supply this large tug in a condition reasonably fit for the purpose for which the contract was made, and the breach upon which he relies really is that it was not so fit, whereas it seems to me that there was no such implied contract. I wish to put my view as plainly as I can. 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 defendant would have been liable. But I find no such evidence. The only misfortune about the tug was that the machinery at the time the contract was made was in such a condition that the vessel was not reasonably fit for the purpose of taking barges across the Atlantic. Therefore the misfortune which happened was the result of a risk which was run by the plaintiff and of which he cannot complain, and consequently he has no cause of action as regards the Villa Bella. The plaintiff is thus reduced, in order to maintain his action, to show that he suffered damage by the desertion of the Galopin. He is entitled to nominal damages in respect of such desertion, and if he can prove that he suffered any substantial damage by reason of it, then the nominal damages will be increased accordingly

COTTON, L. J. This is an action for breaches of a contract, and the breaches related to two matters. One of them related to the smaller vessel, the Galopin, and that we disposed of at the time the case was argued, and we did so on the ground that on the fair construction of the written contract there was a contract on the part of the defendants that the smaller steamer which was not named, the Galopin, should assist when required by the plaintiff, and that she deserted the expedition, and that there was a breach as to that part of the contract. Our judgment was reserved as to that part of the plaintiff's claim which sought to recover damages for loss sustained by the inefficiency of the Villa Bella. This inefficiency was attributed to the fact that the boilers of the Villa Bella were not sufficiently powerful for the engines, and principally to the fact that the