he undertakes for the condition being such that it can do what its means enables it to do. Thus if a man hired a specific horse and said he intended to hunt with it next day, there would be no undertaking by the letter that it could leap or go fast; but there would be that it should have its shoes on and that it should not have been excessively worked or used the day before. I am asked where I find this rule in our law; I frankly own I cannot discover it plainly laid down anywhere. But it seems to me to exist as a matter of good sense and reason, and it is I think in accordance with the analogous authorities. I am afraid that the nearest 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." The subject is treated in Story on Bailments, § 383. And certainly according to what is said there, if this had been a case of letting to hire the defendants would be liable. But as Story says, speaking of the letter's obligations (§ 392): "It is difficult to say (unreasonable as they are in a general sense) what is the exact extent to which they are recognized in the common law. In some respects the common law certainly differs." This is so." What Story mentions however does not affect the principle I contend for. I have referred to some of Story's authorities; I may also refer to Merlin, Répertoire, Bail § 6. *Smith* v. *Marrable*, 11 M. & W. 5; and *Wilson* v. *Finch Hatton*, 36 L. T. Rep. (N. S.) 473; L. R., 2 Ex. Div. 336, are favorable to the plaintiff's contention. In the former case is Lord Abinger's reference to "common sense." But as to these two cases I am afraid "common sense" has differed much in different people, and it is certainly remarkable that in the latter case the Lord Chief Baron refers to the plaintiff as "a lady who generally resides in the country coming to town for the season, sending her carriage, horses, and servants," etc., and proceeds, "therefore it is abundantly clear that it was in contemplation of both parties that the house should be ready for her occupation." Even if both parties "contemplated" that I do not know it follows that they "agreed." The cases of *Readhead* v. *Midland Ry. Co.*, 16 L. T. Rep. (N. S.) 485; L. R., 2 Q. B. 412, and *Hyman* v. *Nye*, 44 L. T. Rep. (N. S.) 919; L. R., 6 Q. B. Div. 685, do not help. They and similar cases show that where there is an undertaking to supply an article not specific, the article must be "as fit for the purpose for which it is hired as care and skill can make it." The article here was specific, but I think the same reasoning which leads to that conclusion shows 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. It was asked in the course of the argument whether the defendants would have complied with their agreement had there been no rudder to the ship—if, as was suggested, a ship is not a ship without a rudder, or if some of its copper was off if it was a coppered ship, or if there was a large hole in the deck or no covering to the hatchway? I think it impossible to say that there was not a duty on the defendants to have the tug free from such defects, and consequently impossible to say that there would not be in such a case a breach of their implied agreement. So I think there is now, and that the judgment must be affirmed.

BRETT, L. J. I am sorry that in this case I cannot agree with the judgment of Bramwell, L. J. The case was tried before Lord Coleridge without a jury, and Lord Coleridge was of opinion that under the circumstances, there was an implied warranty that the larger tug was reasonably fit for the purposes for which it was to be used. The contract between the plaintiff and defendants was in writing, and the only parol evidence which was admissible to my mind for the purpose of construing the contract was evidence to show what was the subject-matter of the contract. That evidence showed that the defendants were the owners of the large tug the Villa Bella and of the smaller vessel the Galopin, and that they were desirous that these tugs should proceed to the Brazils with certain barges. The larger vessel, the Villa Bella, was named to the plaintiff at the time of the contract, and although I do not think it is material, the plaintiff had an opportunity of seeing it. That at once makes the contract a contract with regard to that specific vessel. Now the plaintiff, being a skilled mariner and master, undertook by this contract to take the command of the expedition to the Brazils, and to conduct the large tug, the Villa Bella, and the barges across the sea. He was to be supplied of course with the means of working the large