

to be the true owner, altho he is not l. 7. ff. locat. For this contract
that of Sale have a great affinity one to the other, and many Rules
which are common to both. But Real Services can only be let out
Accessories to the Thing they serve, and not severally l. 44. ff. locat.
Nov. Lib. 3. Tit. 15. s. 8. in fin.

As no Sale can be without a Price, Neither can this Contract
without a Hire, which as the other must be certain, or ascertained by
the Determination of a third Person to whom it is referred l. 10 C. locat.
l. 25. pr. ff. cod. Again, the Hire must be real and not fictive l. 20. s.
ff. cod. l. 46. ff. cod.

He who lets a Thing, is bound to give the free Use and Enjoyment
of it to him to whom he lets it out, and to make the necessary Repair
which he lets, is not bound to make by Agreement, to maintain him
in the free and undisturbed Possession, and if evicted from him, is liable
for Damages l. 15. s. 1 & 2. C. 19. s. 3. l. 9. ff. locat. A Seller out to Hire
is answerable also for any Damage happening to the Hirer if he
is aware of some Defect in the Thing hired. For he who lets a Thing for Use,
ought to know if it is proper for it, and to warrant that Use for which
it is let. Thus for instance, if he who lets out Vessels for holding
of Wine Oyl or other Liquors, give such Vessels as are not in a good Condition,
he shall be liable for the Loss or Damage that happens on that Account
l. 9. ff. locat.

He who hires a Thing to Hire, cannot put it to any other Use than
that for which it was given him. Thus he who hires a Horse to ride on can
not make Use of him for a Coach-Horse Les Loix Civiles de. Tom. 1. Tit. 4.
Sect. 2. s. 2. ~~Again~~ one who has taken a Thing to Hire
is obliged to use it well and carefully as a good Master would do, and neither
to do or suffer any Thing to be done, which may be of Prejudice to the
Person who lets it out. Thus he who has hired Beasts of Burden ought
not to load them excessively and if he does, or misuses in any other Man-
ner of Way the Thing hired, he shall be answerable for it l. 30. s. 2. ff.
locat. He is accountable for any Damage happening to it thro' his
Fault, which any careful and Diligent Man would not have fallen into
readily l. 23. ff. de reg. jur. l. 5. s. 2. ff. commod. He is bound not on-
ly for his own Deed, but also for the Deed of Persons for whom he might
be answerable l. 25. s. 7. l. 60. s. 7. ff. locat. whose Deed becomes his
own with Respect to the Person who treated only with him. But if the
Thing perishes without the Fault of him who took it to hire, or is damaged
by some Accident he is not obliged to make it good l. 28. C. de locat.
l. 9. s. 4. ff. cod. After the Time for which the Thing was let is expired,
he who hired it ought to restore it to the Person who let it to him, and
to pay the agreed Rent or Hire. But the Hire is not due, if the Thing

let, by Reason of some Defect therein, be not in a Condition to serve.
The Hire for which it is hired l. 19. s. 1. l. 25. s. 2. ff. locat. As when a
Horse hired to perform a Journey, hath set up his Way or before it is ac-
complished, or any other Thing hired is so faulty, that it is in a Manner
useless, as a Cask for holding Wine found not to be tight.

2.

What is peculiar in Leases of Labour and Work.

A Contract of Letting out and Hiring Labour and Industry, is
made either tacitly, or expressly.
It may be made tacitly, as when a Man goes into a Boat for his
Pottage, he hath engaged himself to pay the same Price with the
rest of the Passengers or when a Hire is continued in Possession, or
makes the same Use of the Thing or Service after the Term is expired,
by the Sufferance of him who let it out to him, as a supposed term
made upon the old Agreement l. 13. s. 11. ff. locat.

In the Letting out of Labour and Industry, the Undertaker
may be bound by the great or at the rate of so much a Day, or so
much a Week, or the Workman or Hire, may be bound to furnish
with the best Work as an engraver to whom a Seal is given to be
cut, or with bare Labour as a carrier, and sometimes he is
bound to furnish Materials for the Work together with his own La-
bour, as an Architect who furnishes Materials for a Building, together
with his direction and Oversight of the Work. In such Contracts
which respect the Labour of Persons, the Parties may regulate what
shall be furnished by him who gives out the Work to be done, the Quality
of the Work, the Time when it shall be finished, and other Conditions of
the Hire, and whatever shall be regulated by the Contract, right to be
performed l. 15. s. 1. ff. locat. If all that is to be done or furnished by the
Undertaker, is not plainly enough regulated by the Contract, as if the
Quality of the Materials which he is to furnish, or the Quality of the
Work is not expressed, or the Time not fixed, all these Things and others of
the like Kind, shall be regulated either according to Custom, if there is
any concerning this Matter, or by the Judgement of skilful Persons,
Les Loix Civiles de. Tom. 1. Part 1. Liv. 3. Tit. 4. Sect. 7. Art. 6.

Besides the Engagements which are common to all Persons who hire
a Thing, those who undertake any Business or Work, ought moreover to be
answerable for all the Defects occasioned by their Ignorance. For they
ought to know how to do that which they undertake, and it is their
Fault