"1. *The writing*: Plaintiffs have filed a writing signed by the architect authorizing certain extras, which included the item under dispute. This writing was not signed by the defendant. No special mandate has been proved whereby the proprietor authorized the architect to order extras. The only authority of the architect is contained in the written contract entered into between the parties. Defendant swears that he never knew anything about such writing on the part of the architect, while the architect swears that he told defendant about it. It is necessary to conclude, therefore, that defendant never authorized such extra, and it is further necessary to conclude that the writing provided for by article 1690, C. C., is not proved. (*Fuzier-Herman, Code civil, Annoté, 2 supplément, art.* 1793, *No.* 15).

"2. *Decisory oath*: In the present case the defendant was examined and his testimony is in favor of the plaintiffs respecting the two points now under discussion, and referred to by article 1690, C. C. He admits that he authorized the change in the electric fixtures, and that he agreed to pay what the changes might cost. These two points having been established by defendant's oath, it is further proved by the architect that the changes were satisfactorily completed, and that the work was reasonably worth the price charged.

"It would seem, therefore, at first, that the proof establishes the findings of the trial judge. When the law was introduced into the Civil Code providing for the decisory oath, the law prevented litigants from becoming witnesses, and it was impossible in those days to examine the opposite party on discovery as it is now done.

"In 1897, the articles in the Civil Code referring to the decisory oath were abolished, and at the same time the