

an elderly man without business experience, with no particular knowledge of barn-building or anything else except the occupation that he had followed all his life. "He took nobody's advice. He never at any stage acquainted himself with the plans. He made no inquiries as to the price of material in any trade or the price of labour; in fact, he just allowed this barn to be put up. . . . He left the matter practically altogether to the plaintiff."

The simple explanation is that he was incompetent to give instructions; that he relied on the plaintiff building according to the plans, and never was told that all was being built on a different footing of liability from the original contract. So that the Master must have found it incredible to believe that this experienced barn-builder was going on blunderingly under the leadership of a blind guide when the astonishing outcome was that without use of or reference to plan or specification the barn comes out at last a good facsimile of its architectural frame and fashion as originally designed. The Master discards the miraculous view and accepts the matter-of-fact story of the defendant. The correct result is put in the defendant's words—"It was solely in his hands to build it on the plans."

The alleged orders and interferences of the defendant which, according to the flexible evidence of the plaintiff, added \$2,500 to the expense appear, on critical examination, to be close upon zero. Certain extras were ordered by the defendant which he is willing to pay for beyond the \$7,000—such as those relating to alterations in the stables in regard to which he had some knowledge . . . .

The engineer and skilled witnesses say that this class of barn is not built without plans: that no unskilled person could direct its building; that the barn built resembles that of the plan except in minor details; that as between the two no layman would know the difference; and that the so-called extras were small and some merely additions and alterations of existing work.

The Master comments upon the terms of the contract as if it was so incomplete as to be not comprehensible. But its form is explained by the fact that the plaintiff intended to go on without the control of an architect, and he so presented the matter to the owner that in view of being promised a better and cheaper result he agreed to the elimination of the architect clauses from the written agreement. That explains why no payment by monthly progress estimates was observed, but substantial sums were paid from time to time as the work went on, and as required by the builder. The contract was varied as to the architect at the request of the plaintiff, and so it was varied as