forms its intended purpose in a manner which ought to be satisfactory to the purchaser. The contract in this case was to erect an elevator "satisfactory in every respect," and the court held the meaning of the language used to be that the elevator, when erected, should prove satisfactory to the person for whom it was erected. As a matter of fact, the elevator did not prove satisfactory, and suit was brought on the contract for the price. The court says: "When the agreement is to make and furnish an article to the satisfaction of the person for whom it is to be made, numerous authorities declare it is not a compliance with the contract to prove that he ought to have been satisfied. It was so where the contract was for the purchase of a steamboat:" *Gray* v. *Central R. R. Co. of N. J.*, 11 Hun. (N.Y.), 70; where the agreement was to make a suit of clothes: *Brown* v. *Foster*, 113 Mass. 136; s. c. 18 Am. Rep. 463; on a contract for a plaster bust of the deceased husband of the defendant: *Zaleski* v. *Clark*, 44 Conn. 218; s. c. 26 Am. Rep. 446; where a portrait was to be satisfactory to the defendant: *Gibson* v. *Cranage*, 39 Mich. 42; and where a portrait of defendant was to be satisfactory to his friends: *Hoffman* v. *Gallaher*, 6 Daly (N.Y.), 42.

In Vermont, in the case of *McClure* v. *Briggs*, 58 Vt. 82, where A set up an organ in B's house, upon an agreement that B should keep it and pay for it, if it proved satisfactory to him, B thought without cause, that he was dissatisfied, and notified A. The court held that, provided he acted in good faith, he was the sole judge as to his satisfaction with the organ. The court says: "He was bound to act honestly, and to give the instrument a fair trial, and such as the seller had a right, under the circumstances, to expect he would give it, and herein to exercise such judgment and capacity as he had, for, by the contract, he was the one to be satisfied, and not another for him. If he did this, and was still dissatisfied, and that dissatisfaction was real and not feigned, honest and not pretended, it is enough, and the plaintiffs have not fulfilled their contract, and all these elements are gatherable from the report. This is the doctrine of *Daggett* v. *Johnson*, 49 Vt. 345, and of *Hartford Manufacturing Co.* v. *Brush*, 43 Id. 528. In the former case, the defendant was required to bring to the trial of the evaporator only honesty of purpose and judgment according to his capacity, to ascertain his own wishes, and was not required to exercise even ordinary skill and judgment in making his determination. The case turned on an error in the admission of testimony, but Judge REDFIELD goes on to discuss the merits of the case, somewhat following substantially in the line of Brush's case, and citing it as authority. But *Daggett* v. *Johnson* is distinguishable in its facts from Brush's case, and from this case, in that the defendant omitted to test the pans in the very respect in which he knew it was claimed their excellence consisted."

In Wisconsin, in the case of *Tetz* v. *Butterfield*, 54 Wis. 242, it is said, that where a building contract provides for the acceptance of the architect, evidence is admissible to show that he acted collusively and in bad faith. And in *Glasius* v. *Black*, 50 N. Y. 145, where by the terms of a contract for repairing a building it was provided that the materials to be furnished should be of the best quality and the workmanship performed in the best manner, subject to the acceptance or rejection of the architect, and all to be in strict accordance with the plans and specifications, the work to be paid for "when completely done and accepted," it was held that the acceptance by the architect did not relieve the contractors from their agreement to perform the work according to the plans and specifications; nor did his acceptance of a different class of work, or inferior materials, from those contracted for, bind the owner to pay for them; that the provision for acceptance was merely an additional safeguard against defects not discernible by an unskilled person. And in the recent case of *Oakwood Retreat Association* v. *Rathbone*, 65 Wis. 177, it was held that when a contract provides for the performance of work at at a stipulated price, to the satisfaction of an architect named therein, who is employed to adjust all claims of the parties to the agreement, and a bond is given to secure a faithful performance of the contract, where the party agreeing to do the work does not fully perform such contract, the other party may sue the principal and sureties on the bond for a breach of the contract before the architect has adjusted any claim arising out of the breach.