was authorised by the defendants to locate the buildings or to instruct the plaintiff where to place them; and, even if John Marsh were the clerk of the works, his power as such was only to disapprove of material and work, and not to bind the owner of the building by approving of them: Halsbury's Laws of England, vol. 3, p. 163. The proper location could without difficulty have been ascertained from the plans and data which the defendants furnished.—The defendants, to avoid loss and delay, allowed the buildings to proceed, relying for their remedy upon a term of the contract by which the architect should assess the damage for any inferior work, instead of having it removed. The learned Judge was of opinion that what the defendants had done did not operate as a waiver of any of their rights under the contract, or constitute a new contract with the plaintiff; the parties were still bound by the terms of the written contract. —The plaintiff admitted that part of the work under his contract was not completed at the time of the trial. The written contract made the production of the architect's certificate a condition of the plaintiff's being entitled to payment; and no certificate was issued. The learned Judge finds that the certificates were not withheld either through fraud or collusion on the part of the defendant, or with any intent to injure the plaintiff; but rather in an effort to bring the whole matter to as satisfactory a conclusion as possible. The plaintiff had shewn no right of action against the defendant Herbert; and the action as against the other defendants was premature.—The extras claimed for were largely for labour and material in carrying some of the foundations to a greater depth than the plaintiff originally contemplated, and for increased depth of concrete work consequent thereon; a charge of $85.75 was made for extra excavation and $603.90 for increased depth of concrete. The learned Judge said that the evidence convinced him that the plaintiff went to no greater depth than the contract called for, and that, therefore, the two items were not chargeable as extras. Moreover, clause 6 of the contract was fatal to the claim for extras, the sanction in writing of the architect not having been obtained. The remaining item of $72 in the account for extras, though not sanctioned by the architect, was admitted by the defendants, and must be taken into account in a settlement between the parties.—The effect of the judgment was not to disentitle the plaintiff to payment of whatever might be found due to him under the terms of the contract when the work should be completed and when the architect should have performed his duties under the contract and dealt with the matter fairly be-