serving to the promisor the absolute right to reject them without giving any reason, or as binding him to decide on fair and reasonable grounds. In one case, his conclusion cannot be reviewed, but it can be in the other." The court says that "the cases where the parties provide that the promisor is to be satisfied, or to that effect, are of two classes; and whether the particular case at any time falls within the one or the other must depend on the special circumstances, and the question must be one of construction. In the one class, the right of decision is completely reserved to the promisor, and without being liable to disclose reasons or account for his course; and all right to inquire into the grounds of his action and overhaul its determination is absolutely excluded from all tribunals. It is sufficient for the result that he willed it. The law regards the parties as competent to contract in that manner, and if the facts are sufficient to show that they did so, their stipulation is the law of the case. The promisee is excluded from setting up any claim for remuneration, and is likewise debarred from questioning the grounds of decision on the part of the promisor, or the fitness or propriety of the decision itself. The cases of this class are generally such as involve the feelings, taste, or sensibility of the promisor, and not those gross considerations of operative fitness or mechanical utility which are capable of being seen and appreciated by others. But this is not always so. It sometimes happens that the right is fully reserved where it is the chief ground, if not the only one, that the party is determined to preserve an unqualified option and is not willing to leave his freedom of choice exposed to any contention, or subject to any contingency. He is resolved to permit no right in any one else to judge for him, or to pass on the wisdom or unwisdom, the justice or injustice, of his action. Such is his will. He will not enter into any bargain upon the condition of reserving the power to do what others might regard as reasonable. The following cases sufficiently illustrate the instances of the first class: *Zuleski* v. *Clark*, 44 Conn. 218; s. c. 26 Am. Rep. 446; *Brown* v. *Foster*, 113 Mass. 136; s. c. 18 Am. Rep. 463; *McCarren* v. *McNulty*, 73 Mass. (7 Gray), 139; *Gibson* v. *Cranage*, 39 Mich. 49; *Hart* v. *Hart*, 22 Barb. (N.Y.), 606; *Tyler* v. *Ames*, 6 Lans. (N.Y.), 280; *Rossiter* v. *Cooper*, 23 Vt. 522; *Taylor* v. *Brewer*, 1 Maule & Sel. 290. In the other class the promisor is supposed to undertake that he will act reasonably and fairly, and found his determination on grounds which are just and sensible; and from thence springs a necessary implication that his decision, in point of correctness, and the adequacy of the grounds of it, are open considerations, and subject to the judgment of judicial triers."

Among the cases applying to this class are, *Daggett* v. *Johnson*, 49 Vt. 345, and *Hartford Manufacturing Co.* v. *Brush*, 43 Vt. 528.

In New York, where the plaintiff repaired and set up the boilers for the defendant, under the contract that he was not to be paid, until the defendants were satisfied that the "boiler as changed was a success," defendants claimed that they alone were to determine the question whether they were satisfied that the boiler as changed was a success. The court held that this was error, where the work was completed according to contract, and the defendants used it without objection or complaint. The time for payment had come and the plaintiff had a right of action for the contract price in case payment was refused. The reason upon which this was founded seems to be, "that which the law will say a contracting party ought in reason to be satisfied with, that the law will say he is satisfied with": *Duplex Safety Boiler Co.* v. *Garden*, 101 N. Y. 387; s. c. 54 Am. Rep. 709. In *Folliard* v. *Wallace*, 2 Johns. (N.Y.), 395, W. covenanted that, in case the title to a lot of land conveyed to him by F. should prove good and sufficient in law against all other claims, he would pay to F. $150 three months after he should be "well satisfied" that the title was undisputed. Upon suit brought, the defendant set up that he was "not satisfied," and the plea was held bad, the court saying: "A simple allegation of dissatisfaction, without some good reason assigned for it, might be a mere pretext, and cannot be regarded."

This decision was followed in *Miesell* v. *Globe M. L. Ins. Co.*, 76 N. Y. 115, and *Brooklyn* v. *Brooklyn R. R. Co.*, 47 Id. 475.

In Pennsylvania, it was held, in the recent case of *Singerly* v. *Thayer*, 108 Pa. St. 291, that a contract to furnish an article which shall be satisfactory to the purchaser, is not complied with by proof that the article furnished is made in a workmanlike manner, and per-