Foster, 113 Mass. 136; s. c. 18 Am. Rep. 463; *McCarren* v. *McNulty*, 73 Mass. (7 Gray), 139; *Gibson* v. *Cranage*, 39 Mich. 49; *Wood Reaping Machine Co.* v. *Smith*, 50 Id. 565; *Heron* v. *Davis*, 3 Bosw. (N.Y.), 336; *Hoffman* v. *Gallaher*, 6 Daly (N.Y.), 42; *Gray* v. *Central R. R. Co.*, 11 Hun. (N.Y.), 70.

Thus, where one undertakes, "to satisfaction," to make a suit of clothes, *Brown* v. *Foster*, 113 Mass. 136; s. c. 18 Am. Rep. 463; to fill a particular place as agent, *Tyler* v. *Ames*, 6 Lans. (N.Y.), 280; to mould a bust, *Zaleski* v. *Clark*, 44 Conn. 218; s. c. 26 Am. Rep. 446; or paint a portrait, *Gibson* v. *Cranage*, 39 Mich. 49; *Hoffman* v. *Gallaher*, 6 Daly (N.Y.), 42; *Moore* v. *Goodwin*, 43 Hun. (N.Y.), 534; he may not unreasonably expect to be bound by the opinion of his employer, honestly entertained; and neither the opposite party nor the jury can decide that he ought to be satisfied with the article made: *Moore* v. *Goodwin*, 43 Hun. (N.Y.), 534. See *Wood Reaping and Mowing Machine Co.* v. *Smith*, 50 Mich. 565.

Thus, it has been held, that a contract to erect a patent hydraulic hoist, "warranted satisfactory in every respect," constitutes the purchaser sole judge of its fitness, and does not mean that it should be such as would satisfy other persons, or that the promisee reasonably ought to be satisfied with it: *Singerly* v. *Thayer*, 108 Pa. St. 291. And where the contract under which work is done provides for approval by a third party, no right to money earned or cause of action accrues until that party's certificate is procured: *Kirkland* v. *Moore*, 40 N. J. Eq. 106; *Tetz* v. *Butterfield*, 54 Wis. 242; *Oakwood Retreat Association* v. *Rathbone*, 65 Id. 177. But where the purchaser is in fact satisfied, but fraudulently and in bad faith declares that he is not satisfied, the contract has been fully performed by the vendor, and the purchaser is bound to accept the article: *Silsby Manuf. Co.* v. *Chicago*, 24 Fed. Rep. 893, *supra*. Thus it was held in *Lynn* v. *Baltimore & O. R. R. Co.*, 60 Md. 404; s. c. 45 Am. Rep. 641, that on a contract by a corporation to purchase certain goods subject to inspection and approval by its agent, the corporation is liable if the agent fraudulently or in bad faith disapproves of the goods.

In Connecticut, in the case of *Zaleski* v. *Clark*, 44 Conn. 418; s. c. 26 Am. Rep. 446, where a sculptor undertook to furnish a bust to the satisfaction of the defendant, who refused to accept the work, when done, though in fact a fine piece of workmanship, the Supreme Court held that there could be no recovery. The court says: "A contract to produce a bust perfect in every respect, and one with which the defendant ought to be satisfied, is one thing; and undertaking to make one with which she will be satisfied, is quite another thing. The latter can only be determined by the defendant herself. It may have been unwise in the plaintiff to make such a contract, but having made it he is bound by it." See also *Gibson* v. *Cranage*, 39 Mich. 49; *Gray* v. *Central R. R. Co. of N. J.*, 11 Hun. (N.Y.), 70.

The case of *Zaleski* v. *Clark*, *supra*, is founded upon *Brown* v. *Foster*, 113 Mass. 136; s. c. 18 Am. Rep. 463; *McCarren* v. *McNulty*, 73 Mass. (7 Gray), 139.

In Massachusetts, in a case where the plaintiff undertook to make a bookcase for a society, which was to be to "the satisfaction" of the president, the court says: "It may be that the plaintiff was injudicious or indiscreet in undertaking to labour and furnish materials for a compensation, the payment of which was made dependent upon a contingency so hazardous or doubtful as the satisfaction of a party particularly in interest. But of that he was the sole judge. Against the consequences resulting from his own bargain the law can afford him no relief:" *McCarren* v. *McNulty*, 73 Mass. (7 Gray) 139. And this case was subsequently followed in *Brown* v. *Foster*, 113 Mass. 139; s. c. 18 Am. Rep. 463, where the court says: "Although the compensation of the plaintiff for valuable service and materials may thus be dependent upon the caprice of another, who unreasonably refuses to accept the articles manufactured, yet he cannot be relieved from the contract into which he has voluntarily entered."

In Michigan, in the case of *Wood Reaping and Mowing Machine Co.* v. *Smith*, 50 Mich. 555, which was a suit for the contract price of a machine warranted to be satisfactory to the defendant, it was held that "a stipulation in a contract of sale that it shall be of no effect unless the goods are satisfactory, is to be construed according to the circumstances, as re-