put it in the form of a proposal to the defendants and the defendants formulated their own acceptance. It thus appears that the plaintiff did not at any stage of the matter really or even professedly act for the defendants He acted for one party, but not for both.

"Now, as regards the effect of the alleged custom, it is true that Mr. Laflamme has testified that the custom of the Montreal real estate market is as alleged by the plaintiff. The only other real estate broker who gave evidence upon the matter was Mr. Simpson. His testimony does not agree with that of Mr. Laflamme, but is to the effect that when he brings about a sale, at the instance of a buyer-customer, he does not feel that he can exact a commission from the seller unless the seller has agreed in advance to be chargeable with it. The alleged custom is consequently not satisfactorily proven, but even taking it as proved it would involve the consequence that a person could be subjected to the obligation to pay for services not requested by him and in fact rendered to another. As above pointed out, it is laid down that the services for which a broker may charge must have been rendered pursuant to employment. They are in fact treated in the code as a form of lease of work. To subject a different party to liability to pay for them would vary the nature of the legal relation of mandatory to mandator. Usage cannot so change the intrinsic character of the contract. *Mollett vs. Robinson* (1875). *L. R.* 7 *H. L.* 802."

"My conclusion is that the appeal should be dismissed.

Desaulniers & Vallée, avocats de l'appelant.

Geoffrion, Geoffrion & Cusson, avocats des intimés.

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NOTES.—*Vide* les causes de *Gariépy vs. Johnson et al,* 17 *R. L., n. s.,* 143; *Hébert vs. Leroux & Daoust* 12 *R. L., n. s.* 303; ***Dubreuil vs. Laberge***, 14 *R. L.*, 465 et mes notes sous ces rapports.