

There was a provision that on the expiration of the period first provided for a partnership was to be entered into between the parties and that during the period of such partnership the assistant should receive for his services one-third of the net proceeds and the senior partner two-thirds and that a formal partnership agreement mutually satisfactory to both parties should be entered into, with a further agreement that in the events of the terms not being mutually satisfactory and the partnership not going into effect the respective rights of the parties in regard to patients and who should retain them to be referred to arbitration. No formal agreement was entered into, but the parties continued to do business together for a period of six months after the expiration of the original period, after which there was an arbitration and an award.

Held, 1. Affirming the judgment of the trial judge that during the period of six months after the expiration of the original period the relation between the parties was that of partners at will, rather than an employment on the original terms.

2. As the provision in the agreement with respect to retaining patients on the termination of the agreement contained no effective provision binding on either party, the court could not enforce it either by specific performance or injunction.

3. An award which goes outside the terms of the submission or is uncertain is void and cannot be enforced.

Roscoc, K.C., for appellant. *Rogers*, K.C., for respondent.

Province of Quebec.

COURT OF REVIEW.

Tellier, DeLorimier, and Greenshields, JJ.]

[Dec. 24.

LESNER v. LEVESQUE.

(8 D.L.R. 494.)

Real estate agent—Taking offer and contract in his own name.

A real estate agent who without disclosing that he is a real estate agent obtains in his own name a contract of sale of a property at a fixed price and disposes of it to a third party