mittee, and to the general regulations contained in this by-law. Sub-section 2: the stands for hucksters shall be located and numbered by the market clerk and be under his control and supervision, and shall be assigned by him to the several applicants according to his discretion, but no such stand shall be assigned to any person for a longer period than one week. These are the provisions applicable to the plaintiff.

Flynn v. The Toronto Industrial Exhibition, 9 O.L.R. 582, is, I think, applicable to the present case. Osler, J.A., in that case points out that except for the use permitted, the possession and control of the premises remained in the owner, and there was nothing to prevent the defendants, by their officers or servants, from entering or going over the ground, so assigned, when not in actual use by the lessee, and his judgment proceeds on the ground that by the express terms of the agreement the owners retained the right of supervision. The judgment of Garrow, J.A., is to the same effect.

On each Saturday the market clerk collected the dues, $1.50 for the week, punching out the price on a ticket which he then handed to the plaintiff. It was not pretended that the plaintiff had other right than that indicated by this transaction.

[Reference to Marshall v. Industrial Exhibition, 1 O.L.R. 319, affirmed 2 O.L.R. 62, following Rendell v. Roman, 9 Times L.R. 192.]

. . . In the Marshall case, it was held that the plaintiff not being a lessee, but a mere licensee, was there upon the invitation of the association, who owed a duty to the person whom they induced to go there to keep the place in proper repair, and that the association, who had by their negligence caused the accident, were liable. I am of opinion that the plaintiff was a licensee and not a lessee of the stall in question, but not a mere licensee.

The distinction is pointed out by Channell, B., in Holmes v. North Eastern R.W. Co., L.R. 4 Ex. 258, and Beven on Negligence, Canadian ed., p. 452, N 6. Here the license was paid for with the intention that the plaintiff on certain days of the week should occupy the stall in question where persons coming to the market might buy produce from her. There was, therefore, in my opinion, a duty owing from the defendants to the plaintiff, that the stall should be fit for the purpose for which it was intended to be used.

In Lax v. Darlington, 5 Ex. D. 28 . . . it was argued that the plaintiffs incurred their loss by their own fault, and that the danger was obvious, or that they knew it. Bramwell,