

Throughout the whole course of legislation as to petty traders, exemptions are made in express terms as to commodities which are the growth or produce of the Province, down to the last revision, R.S.O. 1914 ch. 192, sec. 416, sub-sec. 1(a); and this exemption plainly was meant to extend to the dealings of persons who might otherwise be called temporary traders.

A farmer selling his own products is not a "trader" in any proper sense. The "other persons" of the transient traders section is to be read as "trading persons," and the farmer's occupation is not a trade, though it may be a business: *Grainger & Son v. Gough*, [1896] A.C. 325; *Harris v. Amery* (1865), 35 L.J.C.P. 89, 92; *Pinkerton qui tam v. Ross* (1873), 33 U.C.R. 508, 514.

Again, the allocation of the words "goods, wares, and merchandise" point to relations of trade and commerce, and are not suggestive of agricultural pursuits and farm products. The matter has been considered as to fish in Saskatchewan: *Rex v. Prosterman* (1909), 11 W.L.R. 141.

The Municipal Act, while regulating sales in markets, enacts that farmers and other producers may sell fruit and other produce at stores and shops at any time: sec. 401, sub-sec. 5(a).

The question asked in the stated case should be answered in the affirmative, upholding the decision that the Act does not apply to the case of a farmer selling his own produce; and costs should be given in the defendant's favour.

SUTHERLAND, J

DECEMBER 23RD, 1915.

FINDLAY v. BATTRAM.

*Limitation of Actions—Promissory Note Payable on Demand—
Time of Commencement of Statutory Period—Departure of
Maker from Province after Commencement.*

Action upon a promissory note for \$8.50, dated the 17th September, 1906, made by the defendant, payable on demand after date, in favour of one Hamilton, and endorsed by Hamilton to the plaintiff. Hamilton was added, upon his own consent, as a party plaintiff, at the trial.

The action was tried without a jury at Owen Sound.

H. G. Tucker, for the plaintiffs.

W. S. Middlebro, K.C., for the defendant.