73 of the Mining Act), as he could not be "the secured holder of the claim." Not being able to transfer effectively, he could not sell; and, as we have seen, he cannot seize what he cannot sell.

But there are other and valid reasons for this view.

Is this a chattel interest exigible under a fi. fa. goods? The argument is that sec. 65 of the Mining Act makes the mining claim free from liability to impeachment or forfeiture except as expressly provided by the Act; and that, consequently, there is a term not liable to be put an end to by the Crown.

But the forfeiture is such a forfeiture as is contemplated by secs. 84, 85, 86, 190, 191, by reason of loss of status of licensee or doing or leaving undone something. If the provisions of sec. 65 are inconsistent with those of sec. 68, they must give way, the later section speaking "the last intention of the makers:" Attorney-General v. Chelsea Water Co., Fitzg. 195; Wood v. Riley, L.R. 3 C.P. 27; Maxwell on Statutes, 3rd ed., p. 215; and "leges posteriores priores contrarias abrogant:" (1614), 11 Co. Rep. 62 C.; Garnett v. Bradley, 3 App. Cas. 944, at p. 965.

There is, however, to my mind, no inconsistency—no necessary repugnancy. The intention of the Act is to leave the paramount power of dealing with the land in the Crown until the issue of the patent; and it, consequently, makes the certificate-holder a tenant at will. So long as the Crown does not exercise its paramount power, the certificate-holder is not liable to have his position attacked. So, too, while he has the right to work the mine, this right is subject to the same limitation—and I see nothing in this inconsistent with a tenancy at will. . . .

Nor is there any necessary inconsistency in the right given to transfer an interest to another—that, at the very most, would make the transferee a tenant at will in lieu of the original licensee: this is not such a transfer as is covered by R.S.O. 1897 ch. 119, sec. 8.

It is argued, however, that this is an instance of profits à prendre; and it is argued that a fi. fa. lands will attach. . . .

[Reference to McLeod v. Lawson, 7 O.W.R. 521, 8 O.W.R. 213, 220, 221.]

It is then urged that a profit à prendre is decided to be exigible, by Canadian Railway Accident Co. v. Williams, 21 O.L.R. 472, a case of an oil lease like that in question in McIntosh v. Leckie, 13 O.L.R. 54. But in that case there were leases for a certain fixed time; and it was on such leases that the decision . . . was given. That is no authority for saying that a