

with on that basis. The leases in such case being distinguishable from leases subsequently issued, as to which the forfeiture was to be for non-payment of the rental money in advance.

5. That the Court should favor a construction against *exparte* Acts.

6. That there should be actual or constructive notice of the forfeiture.

7. That as there was something to try as to the posting of the letter containing the notice of default, there should be, for this reason, something like a judgment of forfeiture.

The Acts of 1889, c. 23, s. 8, provided that the "preceding section" of this Act should come into force two months after the date of the passage of the Act.

*Held*, that the words "preceding section" must be read in the plural, "preceding sections," all of the sections referring to the same subject matter.

The name of the relator being shown to have been entered in the only register kept in the mines office for that purpose from June, 1893, to August, 1895,

*Held*, 1. That strong and legal evidence would be required to overcome the effect of such a public record.

2. That as to the question whether relator had or had not registered his name and address, as required by the Act, a search shown for letters and their production would be relevant proof.

3. That it was not to be inferred from the fact that an application was made by someone on June 5th, 1894, for registration of relator's name and address, that there had not been a previous registration.

4. That the words of the receipts for rental must be controlled by the construction to be placed upon the words of the statute, and that where the words of the receipts and such construction were inconsistent, the former must be rejected.

5. That as to the correct date of the lease, regard must be had to the duplicate copy preserved among the records of the office.

6. That the recital in the rental agreement, describing the lease by a number and by a date that was erroneous, must be rejected as *falsa demonstratio*, and would not work an estoppel.

7. That it was not open to defendants to set up such an estoppel, supposing it to exist as between the relator and the Commissioner.

8. That it was not open to the defendants to attack the lease on the ground that it was made for one year longer than the statute permitted; that, in such case, the lease would not be void, but only voidable at the instance of the Crown.

9. That defendants were not entitled, on the hearing of the appeal, to take the point that the Attorney-General, who granted the fiat under which the action was brought, was opposed to the amendment made on the trial, which enabled the point as to the date of the lease to be raised.

Per MEAGHER, J., that the principle that there cannot be a forfeiture until after demand of payment of rent applicable to rights arising out of leases or contracts between private individuals, is not applicable to rights created by statutory provisions.