Statutes, 3rd ed. 215, and "*leges posteriores priores contrarias abrogant*": (1614), 11 Co. R. 626; *Garnett* v. *Bradley* (1878), 3 A. C. 944 at p. 965.

There is however in 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 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 any more than the right to crop a farm held on the same tenancy. No doubt the minerals got out become the personal property of the exploiter, and so subject to a *fi. fa.* goods, but the same cannot be said of a right to get such minerals which right may be terminated at any moment by the lord paramount.

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, but a tenant-at-will in lieu of the original licensee—this is not such a transfer as is covered by the R. S. O. (1897), ch. 119, sec. 8.

It is argued however that this is an instance of profits *a prendre*; and it is argued that a *fi. fa.* lands will attach. For this is cited *McLeod* v. *Lawson* (1906), 8 O. W. R. 213 at p. 220, where it is said that the highest Lawson's right could be put at was a profit *a prendre*. There certain persons had a mining lease which by the statute was to be for a term of ten years R. S. O. 1897, ch. 36, sec. 35, and from one of them Lawson received the privilege of entering upon the location and mining ore and mineral and removing the same from the date of the agreement up to 31st August, 1905. See 7 O. W. R. at p. 521, 8 O. W. R. at p. 221. It is then urged that a profit *a prendre* is decided to be exigible by *Can. Rw. Acc. Co.* v. *Williams* (1910), 21 O. L. R. 472, a case of an oil lease like that in question in *McIntosh* v. *Leckie* (1906), 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 of the C.J.C.P. was given. That is no authority for saying that a profit *a prendre* (so to speak) at the will of the Crown is likewise exigible.