

for the arbitrator, but the burden of proving that it is reasonable that he should be present is on the workman.

Judgment of the court below affirmed, Lord Shaw dissenting.

From Court of Appeal.]

[Dec. 4, 1911.

DE BEERS CONSOLIDATED MINES LIMITED v. BRITISH SOUTH AFRICA COMPANY.

Mortgage—Debentures—Floating charge—Grant of exclusive mining rights—Clog on equity of redemption—Monopoly.

The appellant company advanced money to the respondent company, and agreed to accept debentures in satisfaction of the loan, and also an exclusive license to work certain diamondiferous ground the property of the respondent company. The debentures were issued, secured by a floating charge upon the entire assets and undertaking of the respondent company. The loan was afterwards paid off.

Held, that the exclusive license was not a clog upon the equity of redemption, and remained in force after the repayment of the advances; and was not void as being a grant of a "monopoly of trade" within a prohibition contained in the charter of the respondent company.

Judgment of the Court of Appeal reversed.

Province of Ontario.

COURT OF APPEAL.

Full Court.]

REX v. YOUNGS.

[Dec. 22, 1911.

Criminal law—Offer of bribe to procure offence under the Crown—Indictment—Offence—Criminal Code, ss. 158 (f), 162 (b), 1014.

Case stated for the opinion of the Court, under sec. 1014 of the Criminal Code, by BRITTON, J., before whom and a jury the defendant was tried upon an indictment charging that he did promise to pay one Robert E. Butler the sum of \$1,000 to induce the said Butler to use his influence to procure the de-