a sum of money in their hands, and ordering the trustees to pay the interest to the receiver until the judgment in the action should be satisfied. By the will the trustees were directed to set apart and invest a fund, and at their absolute discretion to pay or apply the whole, or any part, of the income of the fund to, or for, the benefit of the judgment debtor in such manner, in all respects, as they should think proper. Under these circumstances the trustees applied to the High Court for a prohibition, and it was held by Pollock, B., and Hawkins, J., that as it depended altogether on the discretion of the trustees whether anything should be paid to the judgment debtor, the receiver could not be entitled to receive the interest in their hands, and that as they are strangers to the action, an order for payment could not be made against them; and the prohibition was therefore granted.

ARBITRATION—AGREEMENT TO REFER FUTURE DISPUTES—STAYING PROCEEDINGS—SUBMISSION, REVOCATION OF—C. L. P. ACT, 1854, s. 11 (R. S. O. 1887, c. 53, s. 38).

In *Deutsche Springstaff* v. *Briscoe*, 20 Q. B. D. 177, an appeal was taken from an order of Pollock, B., refusing to stay proceedings in an action. The application for the stay was based on the fact that, by an agreement between the plaintiff and defendant, it had been provided that if any dispute should arise touching that agreement, the dispute should be referred to the arbitration of two named arbitrators or their umpire, the provisions of the C. L. P. Act, 1854, to apply to the reference. A dispute having arisen under the agreement, the defendants gave notice to proceed to arbitration. The plaintiffs then brought an action to recover the moneys in dispute, and revoked their submission to the arbitrators. Under these circumstances the Divisional Court (Stephen and Charles, JJ.) held that the order of Pollock, B., was right, and that the defendant had no right to have the proceedings stayed under the C. L. P. Act 1854, s. 11 (R. S. O. 1887, c. 53, s. 38), because the submission having been revoked, there was no subsisting agreement to refer capable of being enforced. The *ratio decidendi* turns principally on the fact that the agreement to refer was not an agreement to refer generally, in which case it would have been irrevocable; but an agreement to refer to certain named arbitrators, whose authority was revocable.

CRIMINAL LAW—LARCENY BY A TRICK—MONEY DEPOSITED TO ABIDE EVENT OF A WAGER—FRAUD.

The Queen v. *Buckmaster*, 20 Q. B. D. 182, is a Crown case reserved, in which the law as to larceny is discussed. The prisoner was at a race-meeting offering to lay odds against different horses. He made a bet with the prosecutor, and the money which the prosecutor bet was deposited with the prisoner. The prosecutor admitted that he would have been satisfied if he had received back not the identical coins actually deposited, but others of equal value. The prosecutor won the bet, but the prisoner went away with the money, and when afterwards met by the prosecutor he denied that he had made the bet. The prisoner was convicted of larceny, and the court (Lord Coleridge, C.J., Pollock, B., and Manisty, Hawkins, and A. L. Smith, JJ.) upheld the conviction. Lord