

married, but before she married, she executed a deed poll, whereby she declared that the said reversionary share should, in the event of her marriage, belong to her for her separate use, and that for the purposes, and subject to the conditions therein mentioned, she should have full power to dispose of, or charge the said share by way of anticipation or otherwise as she might think fit, but, except as therein provided, nothing therein contained should prejudice the continuance of the said restraint. This deed was duly communicated to the trustees of the will; after her marriage three mortgages were made by her pursuant to the conditions of the deed. This was a summary application to determine whether the mortgages were valid, and whether the plaintiff had power to make any further mortgages for the purposes declared by the deed poll. Sargant, J., held that the deed was valid and operated by way of direction to the trustees, and thus amounted to a complete and effectual transfer of the plaintiff's share upon a new and modified trust, and that for the purposes, and subject to the conditions imposed by the deed poll, she had power to deal with her share by way of anticipation during coverture.

LIEN—PRINCIPAL AND AGENT—INDEMNITY FOR LIABILITY FOR
DAMAGE FOR ACTS DONE BY AGENT FOR PRINCIPAL—COLLIERY
—SUBSIDENCE — EQUITABLE LIEN — POSSIBLE FUTURE
DAMAGES.

Dyson v. Peat (1917) 1 Ch. 99. In this case the plaintiffs were the surviving executrix and trustees of the estate of a lessee of certain coal mines, subject to a liability to indemnify owners of the surface in case of subsidence from working the mines. This lease was assigned to a company who undertook to indemnify the assignor and his estate against liability under covenants in the lease, and the company charged its undertaking with the performance of the covenant for indemnity, and authorised Dyson, the executrix, in case of default in performing the covenant, to appoint a receiver and manager of the company; the company having made default, the defendant Peat was appointed by Dyson receiver and manager of the business, and he carried on the colliery, and after satisfying the expenses, and claims for subsidence actually made, there remained a balance in his hands to which the plaintiffs claimed to be entitled, but which claim was resisted, on the ground that further subsidences might take place for which the defendant would be liable, and he claimed to retain the balance to indemnify him against such possible future liabilities; but Eve, J., held that he had no lien on the