stances. But Warrington, J., held that the plaintiff had the statutory right which he claimed and that the case must be determined on the same principles as are applicable to an action for an injunction and that it is not open to the court to inquire into the motives of the plaintiff, and he granted the mandamus as claimed.

UNDISCLOSED ASSIGNMENT—CONSIDERATION—ANTECEDENT DEBT—LIFE POLICY—"BONA FIDE INTEREST BASED ON VALUABLE CONSIDERATION."

Wigan v. *English & Scottish Life Assce. Association* (1909) 1 Ch. 291 involves a somewhat peculiar state of facts; one Hackblock was the holder of a policy of insurance on his own life in the defendant company for £5,000, which was subject to a condition that it should be void if he died by his own hands, "but without prejudice to the bonâ fide interests of third persons based on valuable consideration." Hackblock was indebted to Wigan in the sum of £15,000, and in August, 1906, was being pressed for payment; and on 30 August, 1906, he instructed his solicitors to draw up an assignment of the policy to Wigan by way of mortgage, which was accordingly done and the mortgage was executed by Hackblock and delivered to his solicitors, but was not communicated to Wigan. The solicitors negotiated with Wigan, but without producing the mortgage, and they shortly afterwards, at Hackblock's request, destroyed it. No notice of the assignment was ever given to the defendant company. Hackblock committed suicide in September, 1906. After his death the facts concerning the assignment became known to Wigan's representatives (he having also died), and they brought the present action to recover the amount of the policy, contending that they were third persons having a bonâ fide interest based on valuable consideration. Parker, J., who tried the action came to the conclusion that the mere existence of an antecedent debt did not constitute a valuable consideration for the assignment, and dismissed the action on that ground, without adjudicating on the point whether the assignment had been actually delivered, or was merely an escrow.