

ASSIGNMENT AFTER MAILBOX v GALLIFORD

Paul Darling OBE QC

- 10 May 2011 - Deed executed by Mailbox in favour of the Security Trustee providing for assignment
- 23 December 2013- Building Contract between Mailbox and Galliford
- 30 December 2013 - Notice of Assignment of Mailbox's interest served on Galliford
- 19th August 2016 - Re -assignment by Security Trustee of interest to Mailbox
- 19th August 2016 – Notice of Adjudication by Mailbox
- 26th - Notice of Re-assignment given to GTC

- What was the effect of the assignment being entered into before the building contract ?

- Was there an Assignment or a Charge ?

Was the re-assignment effective to enable Mailbox to adjudicate bearing in mind that it was or might have been executed on the same day and after the Notice of Adjudication and/or that notice was only given after the Notice of Adjudication ?

- Know what you want to do, do it, check you've done it and then act on the basis that you've done it
- Remember you can assign obligations that have not yet been entered into.
- If you want it to be an assignment, say so. If you want it to be a Charge say so !

- Consent – delete it or get it
- Re-assignment – do it before the Notice of Ajudication and give notice before the Notice of Adjudication

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