

# Assignment of a claim

## 1. Assignability of a contractual claim

- In principle, claims are assignable
- By nature, some claims are unassignable: claims from employment contract, mandate
- By statute, some claims are unassignable: child support claims, pension claims, accident compensation claims, wage 87Daka2803 (assignable, but not claimable?)
- By agreement, the parties may agree not to assign a contractual claim (however, assignees in good faith are protected) 99Da67482

## 2. Assignment notice

- Assignment notice must be given by the assigner to the debtor
- Once the notice is given, it may not be revoked without the consent of the assignee, Art. 452(2)
- Once the notice is given, the debtor's payment in good faith to the assignee will discharge the claim (even if the assignment was somehow ineffectual), Art. 452(1)
- Acquiescence by the debtor:
  - If the debtor acknowledges the assignment, assignment notice is unnecessary (provided that there is no other assignee)
  - If the debtor acknowledges the assignment in an unqualified manner, the debtor may not subsequently refuse to perform on the grounds which existed at the time of the unqualified acquiescence.

## 3. Priority among assignees and competing claimants

- competing claimants: several assignees of an identical claim; an assignee and a pledgee; an assignee and attachment creditor(s)

- the priority among competing claimants shall be determined by the priority of the date certified notice of assignment. Art 450(2), 93Da24223
- 71Da2048 (when none of the assignees could produce a date certified notice)