

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)