

Chapter 80

(1973 reprint)

Assignments

80.010 Assignment of chose in action; payment by debtor without notice

80.020 Effect of an assignment on a defense

CROSS REFERENCES

Forest products and booming equipment brands, assignment of, 532.080
Presumption of fraud where sale or assignment of personalty is without change of possession, 41.360(39)
Residential Landlord and Tenant Act, separation of rent and obligations to maintain premises prohibited, 91.750
Trademarks, assignment of, 647.065
Trust deed, foreclosure of if assignment recorded, 86.735

80.010

Assignment of funds earned under contract for highway construction, 366.420
Civil defense injury benefits, assignability of, 401.840
Collection agency, property right in account assigned for collection, 697.235
Debt consolidation business defined, 697.615
Execution of instrument defined, 42.020
Judgments, assignment of, recordation of, 18.400
Public contractor, claims against, 279.514

Tidal lands permit, easement or lease relating to, assignability, 274.785
Teacher's retirement benefits, unassignable, 239.261
Trust, assignment of, necessity for writing, 41.560
Veterans' loans, assignability of rights, payments, or proceeds of, 407.110
Workmen's compensation benefits, assignability of, 656.234

80.020

Claims against public corporations for money illegally charged or exacted, actions and suits by assignees on, 30.380
Cooperatives, dissolved, actions and suits on assignments of, 62.690
Corporations, dissolved, actions and suits on assignments of, 57.585
Foreign corporations or associations, dissolved, actions and suits on assignments of, 57.735
Motor vehicle retail instalment contract, buyer's rights against seller preserved, 83.650
Usurious contract, recovery on by assignee of, 82.130

ASSIGNMENTS

80.010 Assignment of chose in action; payment by debtor without notice. Any bona fide assignment of a chose in action by way of sale or pledge made in writing for a good, valuable and adequate consideration is deemed completed at the time the writing is executed by the assignor and takes effect at the time of execution according to the terms of the writing without the giving of notice to the debtor therein mentioned unless such notice is required by statute; but if notice is not given to a debtor, and such debtor, without knowledge of the assignment pays or discharges in whole or in part

his obligation to the assignor or to any subsequent assignee of the chose in action who has given notice, such payment constitutes a discharge of the debtor to the extent thereof without prejudice to any right or remedy between the several assignees.

80.020 Effect of an assignment on a defense. In the case of an assignment of a thing in action, an action or suit by the assignee is without prejudice to any setoff or other defense existing at the time of, or before notice of the assignment; but this section does not apply to a negotiable instrument transferred in good faith and upon good consideration before due.