

1906, ch. 399.

12. Proof of said service, as provided for in the preceding section, shall be by an admission thereof in writing by the person, firm or corporation, his, their or its agent on the original assignment, which admission of service shall also be entered by said justice of the peace upon his docket within two days thereafter.

Ibid.

13. In addition to said acknowledgment to be made by said assignor, he or she, as the case may be, shall make affidavit that he or she has not paid, and will not, directly or indirectly, pay more than the legal rate of six per centum per annum on any sum borrowed, or permit a deduction from said sum so loaned to him or her at the time of said loan, or any time thereafter, of more than a sum equivalent to six per centum per annum for the time said loan is made.

Ibid.

14. The term "assignment," as used in sections 11 to 17, shall include every assignment, transfer, sale, pledge, mortgage or hypothecation, however made or attempted, of the wages or salary of any person, or of any interest therein.

Ibid.

15. Whenever any assignment of the wages or salary of any person or persons shall be given as security for a loan tainted with usury, or shall be given to secure the payment or fulfillment of a usurious contract or the payment of the principal or interest of a usurious debt, such assignment shall be absolutely void.

As to interest and usury, see art. 49.

Ibid.

16. Every assignment of wages to be earned in whole or in part more than six (6) months from and after the making of such assignment, shall be absolutely void.

Ibid.

17. Whenever any person, firm or corporation shall bring, or threaten to bring any action or suit to enforce any assignment of wages or salary which has not been duly executed, acknowledged, sworn to and served upon the employer in conformity with the provisions of sections 11 to 17, or which is declared invalid by the provisions of sections 11 to 17, courts of equity shall have full power, upon the application either of the assignor of such wages or salary, or of the person, firm or corporation from whom such wages or salary is, or is to become due, to perpetually enjoin the threatened or attempted enforcement of any such assignment; and the fact that the complainant has a complete and adequate remedy at law shall constitute no defense to the maintenance of a suit in equity for the purpose aforesaid.