

## ARTICLE 8.

### ASSIGNMENT OF CHOSSES IN ACTION.

1. Assignee of money claims may sue in his own name.
2. *Sci. fa.* by assignee.
3. Defendant's defences against assignee.
4. Death of legal plaintiff before judgment.
5. Surety upon paying the debt, may sue in his own name.
6. When surety may have execution.
7. Payment by one of several sureties.
8. Assignment by State's attorney to surety, when authorized.
9. When assignee of bond may sue obligee.
10. Oath to be made by obligee at time of assignment.

#### Assignment of Wages.

11. When an assignment of wages or salary is valid.
12. Proof of service of assignment upon employer.
13. Affidavit.
14. The term "assignment" defined.
15. Usurious transaction.
16. Assignment of wages to be earned more than six months in the future.
17. When equity will enjoin the enforcement of an assignment of wages.

An. Code, sec. 1. 1904, sec. 1. 1888, sec. 1. 1829, ch. 51. 1830, ch. 165, sec. 1.

1. The assignee of any judgment, bond, specialty, or other chose in action for the payment of money, or any legacy or distributive share of the estate of a deceased person *bona fide* entitled thereto by assignment in writing signed by the person authorized to make the same, may, by virtue of such assignment, maintain an action or issue an execution in his own name against the debtor therein named, in the same manner as the assignor might have done before the assignment.

#### What may be assigned.

A policy of life insurance is a *chose in action* for the payment of money, and may be transferred by assignment in writing under this section. *Hewlett v. Home for Incurables*, 74 Md. 354; *Souder v. Home Friendly Society*, 72 Md. 516; *Ritter v. Smith*, 70 Md. 265.

An open account may be assigned under this section. The private act of 1880, ch. 273, does not prevent employees of the corporations mentioned from assigning their wages. *Shaffer v. Union Mining Co.*, 55 Md. 82; *Crawford v. Brooke*, 4 Gill, 222.

All contracts for the payment of money whether express or implied, are within the purview of this section. *New York Life Ins. Co. v. Flack*, 3 Md. 354; *Stewart v. Rogers*, 19 Md. 98, note (b); *Crawford v. Brooke*, 4 Gill, 222; *Lamar v. Manro*, 10 G. & J. 64.

A covenant for quiet enjoyment cannot be assigned under this section. *Dakin v. Pomeroy*, 9 Gill, 6; *Crawford v. Brooke*, 4 Gill, 221.

The operation of this section is not limited to a single assignment. *Spiker v. Nydegger*, 30 Md. 321; *Kent v. Somervell*, 7 G. & J. 265.

#### Validity of assignment.

The assignment need not be written on or attached to the *chose in action*. *Stine v. Young*, 26 Md. 238; *Kent v. Somervell*, 7 G. & J. 265.

"We hereby endorse and assign the within and direct payment to be made to "Priscilla Lynch," is a good assignment. The endorsement of a sealed instrument