The
Choses in Action
Act

being

Chapter C-11 of The Revised Statutes of Saskatchewan, 1978
(effective February 26, 1979).

NOTE:
This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.
Table of Contents

1 Short title
2 Assignment
3 “Assignee”
4 Action for debt on assignment
5 Equities of debtor against assignor before notice
6 Assignee’s rights after notice to debtor
7 Securities transferable by delivery
8 Negotiable instruments
CHAPTER C-11
An Act respecting Choses in Action

Short title
1 This Act may be cited as The Choses in Action Act.

Assignment
2 Every debt and every chose in action arising out of contract shall be assignable at law by any form of writing containing apt words in that behalf, but subject to such conditions and restrictions with respect to the right of transfer as may appertain to the original debt or as may be connected with or be contained in the original contract; and the assignee thereof may bring an action thereon in his own name as the party might to whom the debt was originally owing or to whom the right of action originally accrued, or he may proceed in respect of the same as though this Act had not been passed.

R.S.S. 1978, c.C-11, s.2.

“Assignee”
3 The word “assignee” in section 2 includes a person now being or hereafter becoming entitled by a first or subsequent assignment or transfer or a derivative title to a debt or chose in action and possessing at the time the action is instituted the right to receive the subject or proceeds thereof and to give effectual discharge therefor.

R.S.S. 1978, c.C-11, s.3.

Action for debt on assignment
4 The plaintiff in an action for the recovery of the subject of an assignment made in conformity with sections 2 and 3 shall in his statement of claim set forth briefly the chain of assignments showing how he claims title, but in all other respects the proceedings may be the same as if the action were brought in the name of the original creditor or of the person to whom the cause of action accrued.

R.S.S. 1978, c.C-11, s.4.

Equities of debtor against assignor before notice
5 In case of an assignment of a debt or chose in action arising out of contract and not assignable by delivery, the assignment shall be subject to any defence or set-off in respect of the whole or any part of the debt or chose in action existing at the time of the notice of assignment to the debtor or person sought to be made liable, in the same manner and to the same extent as such defence or set-off would be effectual if there had been no assignment thereof, and the defence or set-off shall apply as between the debtor and any assignee of the debt or chose in action.

R.S.S. 1978, c.C-11, s.5.
Assignee's rights after notice to debtor

6 If an assignment is made in conformity with this Act and notice thereof is given to the debtor or person liable in respect of the subject of the assignment, the assignee shall have, hold and enjoy the assignment free of any claims, defences or equities that may arise subsequent to the notice by any act of the assignor or otherwise.

R.S.S. 1978, c.C-11, s.6.

Securities transferable by delivery

7 The bonds or debentures of corporations made payable to bearer or a person named therein or bearer may be transferred by delivery alone and the transfer shall vest the property in the bonds or debentures in the transferee or in the holder thereof and the holder may bring an action on or in respect of the bonds or debentures in his own name.

R.S.S. 1978, c.C-11, s.7.

Negotiable instruments

8 This Act shall not be construed to apply to bills of exchange or promissory notes or instruments that are negotiable or in respect of which the property therein passes by mere delivery.

R.S.S. 1978, c.C-11, s.8.