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Abstract:

The article presents the regulation of the security assignment in modern French law, as well as the doctrinal views and principles shaped by the case law of the French Court of Cassation and possible implications for Polish practice. The approach to this legal instrument in France has evolved, leading to the following three different methods of fiduciary assignment of claims: the general model in the Civil Code, the specific model of the assignment of professional receivables (the so-called *bordereau Dailly*) and the trust of receivables. In addition to outlining the differences between various available methods of assigning claims as security, this article analyses several practical problems related to the assignment. These problems may arise under both Polish and French law, regardless of the legal regime chosen. Firstly, the focus is on the assignability of non-pecuniary claims, with particular emphasis on receivables under synallagmatic (reciprocal) contracts and contracts *intuitu personae*, i.e. those which are concluded on given terms for the sake of a particular person. The second main issue addressed is the scope of rights that are assignable along with the claim, with particular reference to receivables that shape the legal relationship in synallagmatic contracts. This article attempts to establish to what extent the assignee enters into these rights. It also addresses the problems of the rules on reassignment after the expiry of the security interest. The analysis of the above issues under French law is followed by a comparative part, which formulates conclusions for Polish practice, taking into account applicable Polish law.