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| 18. Married woman, as grantee or lessee of deeds of real estate or chattels real, competent to bind herself as if she were <i>feme sole</i> by covenant running with or relating to such estate. | crued to his wife and devolved on him. |
| 19. Husband in action to recover in right of his wife after her death may declare how the right ac- | 20. Married woman may contract with husband or form co-partnership with him or with others. Her liability on such contracts. |
| | 21. Husband liable for debts validly contracted by wife in his name as at common law. |

1904, art. 45, sec. 1. 1888, art. 45, sec. 1. 1892, ch. 267. 1898, ch. 457.

1. The property, real and personal, belonging to a woman at the time of her marriage, and all the property which she may acquire or receive after her marriage, by purchase, gift, grant, devise, bequest, descent, in the course of distribution, by her own skill, labor or personal exertions, or in any other manner, shall be protected from the debts of the husband, and not in any way be liable for the payment thereof; provided, that no acquisition of property passing to the wife from the husband after coverture shall be valid if the same has been made or granted to her in prejudice of the rights of his subsisting creditors, who, however, must assert their claims within three years after the acquisition of the property by the wife, or be absolutely barred, and, for the purpose of asserting their rights under this section, claims of creditors of the husband not yet due and matured shall be considered as due and matured.

Conveyances from husband to wife.

A gift or conveyance from husband to wife is valid, if it does not prejudice subsisting creditors. Requisites of a *bona fide* conveyance from husband to wife. *Myers v. King*, 42 Md. 69; *Trader v. Lowe*, 45 Md. 14; *Miller v. Johnson*, 27 Md. 11; *Bowie v. Stonestreet*, 6 Md. 430. (See section 2.)

If a wife is a creditor, this section does not prevent her being treated by her husband accordingly. A deed for the benefit of the wife, held valid. *Crane v. Barkdoll*, 59 Md. 535.

As to how the relation of debtor and creditor between husband and wife (prior to section 20) was established, see *Farmers' Bank v. Jenkins*, 65 Md. 248; *Sabel v. Slingsluff*, 52 Md. 132; *Odend'hal v. Devlin*, 48 Md. 446; *Drury v. Briscoe*, 42 Md. 161; *Hill v. Hill*, 38 Md. 184; *Mayfield v. Kilgour*, 31 Md. 241; *Kuhn v. Stanfield*, 28 Md. 210; *Edelen v. Edelen*, 11 Md. 420; *State v. Reigart*, 1 Gill, 2.

Where the husband collected money belonging to the wife's separate estate and promised to repay it, the wife was a *bona fide* creditor of the husband. *Drury v. Briscoe*, 42 Md. 161. *Contra*, however, if the husband does not expressly promise to repay. *Kuhn v. Stanfield*, 28 Md. 210; *Edelen v. Edelen*, 11 Md. 420.

A conveyance from husband to wife, held void under this section, save as to the value of the wife's separate estate which was part of the consideration for the deed. *Hull v. Deering*, 80 Md. 429.

Conveyances from husband to wife are void under this section only so far as the original parties and their privies and others claiming under them with notice, are concerned. This section has no application to *bona fide* purchasers for value. The case of *Levy v. Rothschild*, 69 Md. 348, and other cases explained. (See section 2.) *Nicholson v. Condon*, 71 Md. 622; *Farmers' Bank v. Brooke*, 40 Md. 256 (discussing also the burden of proof).

A mortgage and single bills held invalid as between husband and wife, and also as to a purchaser from the wife with notice. What amounts to