

v. Murray, 32 Md. 16; *Krone v. Linville*, 31 Md. 145; *Buchanan v. Turner*, 26 Md. 6; *Weems v. Weems*, 19 Md. 344; *Lawes v. Lumpkin*, 18 Md. 340; *Unger v. Price*, 9 Md. 557; *Beinbrink v. Fox*, 121 Md. 112.

As to how a wife's separate estate was created prior to the Code of 1860, see *Brandt v. Mickle*, 28 Md. 449; *Hutchins v. Dixon*, 11 Md. 37; *Taggart v. Boldin*, 10 Md. 117; *Turton v. Turton*, 6 Md. 376; *Carroll v. Lee*, 3 G. & J. 504.

For case involving authority of married woman to dispose of personal property held to her separate use prior to Code of 1860, see *Chew v. Beall*, 13 Md. 359.

A separate estate in the wife in personal property was unknown to the common law. *Carroll v. Lee*, 3 G. & J. 504.

Married women under age.

For a mortgage by a married woman under age, held invalid, see *Cronise v. Clark*, 4 Md. Ch. 404. As to contracts by a female infant in contemplation of marriage, see *Levering v. Heighe*, 3 Md. Ch. 370; *Levering v. Heighe*, 2 Md. Ch. 81.

Prior to act of 1888, ch. 329 (see sec. 12), a married woman under age could not relinquish her dower by uniting in a mortgage. *Glenn v. Clark*, 53 Md. 603.

As to a conveyance of dower by a married woman under age, see sec. 12.

As to the power of married women between eighteen and twenty-one years of age, to make a deed of trust, see art. 21, sec. 1.

Generally.

Fact that wife held property as part of her sole and separate estate during life time, both under deed and under this section, did not bar husband's right to his statutory share of her estate. See notes to art. 93, sec. 330. *Jaworski v. Wisniewski*, 149 Md. 115.

A deed by a married woman not in conformity to the law at time it is executed, is void. *Gebb v. Rose*, 40 Md. 387; *Preston v. Fryer*, 38 Md. 225.

The provisions of secs. 1 and 2 of art. 45 of the Code of 1860, authorizing married women to acquire and hold property, do not affect nature of estate conveyed by a deed to them jointly. *Fladung v. Rose*, 58 Md. 21; *Marburg v. Cole*, 49 Md. 412.

For cases arising under sec. 11 of the Code of 1860 (relating to the right of a married woman to convey her property jointly with her husband), see *Armstrong v. Kerns*, 61 Md. 366; *Greenholtz v. Haeffer*, 53 Md. 186; *Whitridge v. Barry*, 42 Md. 152; *Gebb v. Rose*, 40 Md. 392; *Emerick v. Coakley*, 35 Md. 191.

For case discussing art. 45, sec. 2, of Code of 1860, with reference to whether our insolvent laws extended to married women (prior to art. 47, sec. 37), see *Relief Bldg. Assn. v. Schmidt*, 55 Md. 100.

For case involving the execution by a married woman, of a power, see *Schley v. McCeney*, 36 Md. 266.

Cited but not construed in *Barton v. Barton*, 32 Md. 223 (art. 45, sec. 2, Code of 1860); *Allers v. Forbes*, 59 Md. 376 (art. 45, sec. 2, Code of 1888); *Vogel v. Turnt*, 110 Md. 198.

See notes to secs. 1 and 7.

An. Code, 1924, sec. 5. 1912, sec. 5. 1904, sec. 5. 1898, ch. 457, sec. 5.

5. Married women shall have power to engage in any business, and to contract, whether engaged in business or not, and to sue upon their contracts, and also to sue for the recovery, security or protection of their property, and for torts committed against them, as fully as if they were unmarried; contracts may also be made with them, and they may also be sued separately upon their contracts, whether made before or during marriage, and for wrongs independent of contract committed by them before or during their marriage, as fully as if they were unmarried; and upon judgments recovered against them, execution may be issued as if they were unmarried; nor shall any husband be liable upon any contract made by his wife in her own name and upon her own responsibility, nor for any tort committed separately by her out of his presence, without his participation or sanction.

Contracts by married women.

The husband is not liable for debts contracted upon wife's sole credit. *Farver v. Pickett*, 162 Md. 12.

Cited in dissenting opinion in *Tizer v. Tizer*, 162 Md. 500.

Prior to act of 1898, all of a married woman's contracts, agreements and covenants were void except as to her separate estate. Where (prior to said act) a wife joined with her husband in a deed for purpose of barring her dower, she is not liable on the covenants of a general warranty in deed. *Pyle v. Gross*, 92 Md. 133. And see *Lyell v. Walbach*, 113 Md. 577; *Six v. Shaner*, 26 Md. 444.