

Also in the introductory language to this section, the former references to "fully as", "the same as if she were a feme sole", and "in the same manner as if she were a feme sole", are deleted as included in the clause, "as if she were unmarried".

In item (2) of this section, the phrase "with any person" is new language added for clarity.

Defined term: "Including" § 1-101

4-205. RIGHT TO DEAL WITH MARRIED WOMAN AS IF UNMARRIED.

(A) HUSBAND'S RIGHT.

A HUSBAND MAY SUE HIS WIFE ON A CONTRACT MADE WITH HER, AS IF SHE WERE UNMARRIED.

(B) RIGHTS OF THIRD PERSON -- IN GENERAL.

(1) A THIRD PERSON MAY TAKE ANY OF THE FOLLOWING ACTIONS WITH OR AGAINST A MARRIED WOMAN, AS IF THE MARRIED WOMAN WERE UNMARRIED:

(I) MAKE A CONTRACT;

(II) SUE ON THE CONTRACT, WHETHER THE CONTRACT WAS MADE BEFORE OR DURING THE WOMAN'S MARRIAGE;

(III) SUE FOR A TORT, WHETHER THE WOMAN COMMITTED THE TORT BEFORE OR DURING HER MARRIAGE; AND

(IV) EXECUTE ON A JUDGMENT.

(2) A THIRD PERSON MAY MAINTAIN AN ACTION AT LAW OR IN EQUITY AGAINST A MARRIED WOMAN IN HER MARRIED NAME.

(C) SAME -- LANDLORD.

IF THE RENT IS IN ARREARS UNDER A LEASE ENTERED INTO WITH A MARRIED WOMAN FOR A DEFINITE TERM OR A TERM OF YEARS RENEWABLE FOREVER, THEN, AS IF THE WOMAN WERE UNMARRIED, THE LANDLORD MAY LEVY ON GOODS UNDER DISTRESS.

(D) SAME -- DEPOSITARY; HUSBAND'S CREDITOR.

(1) A DEPOSITARY THAT RETURNS TO A MARRIED WOMAN MONEY SHE DEPOSITED BEFORE OR DURING HER MARRIAGE IS VALIDLY DISCHARGED FROM ANY OBLIGATION CONCERNING THE MONEY BY A RECEIPT FROM THE WOMAN.

(2) IF THE DEPOSIT WAS MADE IN FRAUD OF THE HUSBAND'S CREDITORS, A CREDITOR OF THE HUSBAND MAY ATTACH OR, BY INJUNCTION, RESTRAIN THE PAYMENT OF THE MONEY.