

Limitations.

Act of 1892, ch. 267 (prescribing a period of limitations), cannot be construed retroactively, as in that case it would be unconstitutional. Where a creditor sues within three years from the adoption of said act, he is not barred as to conveyances executed prior to act. *Manning v. Carruthers*, 83 Md. 7.

A suit to set aside a deed to husband and wife as tenants by the entireties must be brought within three years. *Stieff Co. v. Ullrich*, 110 Md. 633.

Art. 57, sec. 14, held no answer to the application of the portion of this section providing that creditors must assert their claims within three years, where deeds were recorded nine days after their execution, and wife did nothing to keep plaintiff in ignorance of transfer. *Wilson v. Vandersall*, 134 Md. 482. And see *James v. Murray*, 142 Md. 108.

A husband may not under this section withhold a deed to his wife from the records for three years or more and be protected by the three-year limitation in this section; the deed must be attacked within three years from date it is recorded. Deed, mortgage and transfer set aside. See notes to art. 21, sec. 19. *James v. Murray*, 142 Md. 108.

Where bill of complaint shows that plaintiff did not assert his claims within three years from the passing of property from husband to the wife, and no reasonable explanation is given of delay, bill is demurrable. *Nimmo v. Blick*, 128 Md. 328.

Reasons for delay in attacking a conveyance of property from husband to wife under this section, held insufficient. *Dixon v. Dixon*, 128 Md. 5.

Generally.

Where husband and wife are joint tenants, husband's interest is liable to be sold in execution during wife's life. *Fladung v. Rose*, 58 Md. 24.

This section (as it stood prior to Code of 1888), recognized right of a married woman to become a purchaser and hence, her purchase of property at a trustee's sale may be enforced—see art. 16, sec. 224. *Fowler v. Jacob*, 62 Md. 328.

Where house owned by husband and wife as tenants by the entireties is damaged by fire and husband refuses to allow insurance money to be used in repairing property, equity may grant relief by appointing a receiver; procedure. Nature of tenancy by the entireties. Secs. 1 and 2 of art. 45 of Code of 1860, and sec. 1 of art. 45 of Code of 1888, and that section as amended by act of 1892, ch. 267, and sec. 2 of that article as amended by act of 1890, ch. 394, dealt with. *Masterman v. Masterman*, 129 Md. 170.

Under this section and sec. 4, a married woman may hold property acquired after her marriage as her separate estate, and a husband may convey property directly to his wife. Grantor's intention that whole estate conveyed to husband and wife should vest in survivor. *Lang v. Wilmer*, 131 Md. 224.

Act of 1898, ch. 457, has no application to a deed executed before that act took effect (January 1, 1899). Construing together secs. 2, 3 and 11 of art. 45 of Code of 1860, while a married woman could not convey her property without the joinder of her husband, she could join with her husband in conveying such property to latter as trustee. Statute of Uses. *Brandau v. McCurley*, 124 Md. 244.

This article referred to in deciding that a husband who has received sufficient of his wife's money to pay off an indebtedness for which he has become surety, must be regarded as reimbursed. *Nihiser v. Nihiser*, 127 Md. 461.

The object and effect of the acts originally composing this section, discussed. *Schindel v. Schindel*, 12 Md. 121.

Cited but not construed in *Allers v. Forbes*, 59 Md. 376.

As to right of the husband (where wife is entitled to division or election under art. 46) to elect in right of his wife, see art. 46, sec. 24.

As to fraudulent conveyances, see art. 39B.

An. Code, sec. 2. 1904, sec. 2. 1892, ch. 586, sec. 20. 1898, ch. 457, sec. 2.

2. Whenever any interest or estate of any kind in any property, real, personal or mixed, situate, lying or being within this State, has been or shall hereafter be sold, conveyed, assigned, mortgaged, leased, transferred or delivered by any husband, directly or indirectly to his wife, and has been or shall hereafter be subsequently sold, conveyed, assigned, mortgaged, leased, transferred or delivered by such wife and husband during their