

Acts of 1842, ch. 293, and 1853, ch. 245, did not invest a married woman with a separate estate, so as to exclude marital rights of husband. *Six v. Shaner*, 26 Md. 442. See also *Mutual Ins. Co. v. Deale*, 18 Md. 47; *Bridges v. McKenna*, 14 Md. 266; *Logan v. McGill*, 8 Md. 469; *Brent v. Taylor*, 6 Md. 68.

For cases arising under art. 45, secs. 1 and 2, of Codes of 1860 and 1888 (relative to the wife's separate property and her power of disposition thereof, etc.), see *Klecka v. Ziegler*, 81 Md. 484; *Griffin v. Blandin*, 80 Md. 136; *Fraze v. Frazee*, 79 Md. 29; *Wagoner v. Wagoner*, 77 Md. 195; *Roane v. Hollingshead*, 76 Md. 371 (involving right of married woman to make will and revocation thereof); *Wingert v. Gordon*, 66 Md. 109; *Clark v. Wootton*, 63 Md. 117; *Armstrong v. Kerns*, 61 Md. 366; *Frostburg Bldg. Assn. v. Hamill*, 55 Md. 315; *Frazier v. White*, 49 Md. 7; *Mason v. Johnson*, 47 Md. 357 (deciding that husband's curtesy did not exist with reference to property held under sec. 2, Code 1860); *Trader v. Lowe*, 45 Md. 14; *Whitridge v. Barry*, 42 Md. 152; *Herbert v. Gray*, 38 Md. 536 (dissenting opinion); *Preston v. Fryer*, 38 Md. 225; *Hill v. Hill*, 38 Md. 184; *Hubbard v. Barcus*, 38 Md. 180; *Hall v. Eccleston*, 37 Md. 518 (discussing also the law prior to 1860); *Barton v. Barton*, 32 Md. 224; *Schull 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.

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. 35), 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, 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