

Where a devisee dies before testator, devisee's husband is not entitled to dower in land devised, by terms of this section alone. He is so entitled, however, in view of art. 93, sec. 340. The terms property held "at any time during the marriage" and "whether held by her at the time of her death or not," limited and discussed. *Vogel v. Turnt*, 110 Md. 201.

This section has no retroactive effect to impair existing property rights, and hence does not, and could not constitutionally, apply where marriage occurred and property was acquired prior to its adoption. In such case husband's rights are not governed by this section, and his creditors cannot proceed as though they were. *Harris v. Whiteley*, 98 Md. 441. See also *Slingluff v. Hubner*, 101 Md. 657; *Safe Deposit Co. v. Gittings*, 103 Md. 495; *Jeavons v. Pittman*, 126 Md. 652; *Beinbrink v. Fox*, 121 Md. 112.

Words "property belonging" to a married woman include a vested remainder. Secs. 1 and 2 of Code of 1860, relative to life estate of a husband in his deceased wife's property, construed and applied. When the latter law is applicable. *Snyder v. Jones*, 99 Md. 696.

It was not until art. 3, sec. 38, of Constitution of 1851, and art. 45, sec. 2, of Code of 1860, that common law rule by which a surviving husband was entitled, without administration, to all chattels real of his wife, was altered. Hence, an equitable leasehold interest vested in wife in 1838 passed to husband absolutely. *Abell v. Firemen's Ins. Co.*, 93 Md. 600.

For cases arising under art. 45, sec. 2, of the Codes of 1860 and 1888, see *Schaub v. Griffin*, 84 Md. 563; *Engel v. State*, use of Geiger, 65 Md. 546; *Willis v. Jones*, 57 Md. 366; *Frostburg Bldg. Assn. v. Hamill*, 55 Md. 315; *Brown v. Bokee*, 53 Md. 163; *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); *Willis v. Jones*, 42 Md. 423; *Herbert v. Gray*, 38 Md. 536 (dissenting opinion); *Hubbard v. Barcus*, 38 Md. 180; *Krone v. Linville*, 31 Md. 145; *Meyer v. Eisler*, 29 Md. 34; *Stockett v. Bird*, 18 Md. 488; *McKee v. McKee*, 17 Md. 360 (involving also law prior to 1860); *Beinbrink v. Fox*, 121 Md. 112.

For cases involving act of 1841, ch. 161 (suspending execution against husband's curtesy during wife's life), see *Jordan v. Reynolds*, 105 Md. 296; *Logan v. McGill*, 8 Md. 469.

See sec. 6 and notes, and art. 46, secs. 1-4 and notes.

As to an assignment of husband's dower, see art. 46, sec. 33, *et seq.*

See art. 93, sec. 313, *et seq.*

Cited but not construed in *Hillwood v. Hillwood*, 159 Md. 174.

An. Code, 1924, sec. 8. 1912, sec. 8. 1904, sec. 8. 1888, sec. 8. 1862, ch. 9. 1868, ch. 471, sec. 101. 1898, ch. 457, sec. 8.

8. Any married woman by herself and in her name or in the name of any third person with his assent as her trustee may insure or cause to be insured for her sole use the life of her husband for any definite period or for the term of his natural life; and any husband may cause his own life to be insured for the sole use of his wife and may also assign any policy of insurance upon his own life to his wife for her sole use; and in case of the wife surviving her husband, the sum or net amount of such insurance becoming due and payable by the terms of the insurance shall be payable to her for her own use, free from the claims of the representatives of her husband, or any of his creditors.

This and the following section do not, under Bankruptcy Act, exempt cash surrender value of bankrupt's insurance policies to which trustees were entitled, where bankrupt reserves right to change beneficiary. *In re Cooper's Estate*, 28 F. (2nd), (Dist. Ct. Md.), 438.

A life insurance policy payable to wife of the insured, but reserving in him the power to change the beneficiary without wife's consent, is not exempt from creditors under this or following section. *In re Jones*, 249 Fed. (D. Ct. Md.) 487. And see *In re Cooper's Estate*, 28F (2d) (Dist. Ct. Md.) 438.

An assignment by husband and wife of insurance payable to the wife may be made notwithstanding this section. *Emerick v. Coakley*, 35 Md. 190.

This section in connection with sec. 9, makes it clear that a voluntary assignment of a policy by a man to his wife or children, is free from all claims of creditors. *Earnshaw v. Stewart*, 64 Md. 514.

Purpose of this section. Its application is not restricted to husbands who are able to pay their debts. *Elliott v. Bryan*, 64 Md. 370.

A married woman may sue in her own name for insurance under this section. Contract for insurance held to have been made with husband and wife. *Mutual Life Ins. Co. v. Stibbe*, 46 Md. 312.