

Article - Family Law

[Previous][Next]

§4–205.

(a) A husband may sue his wife on a contract made with her, as if she were unmarried.

(b) (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) 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) (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.

[Previous][Next]