

AMENDING SECTION 1155 OF DISTRICT OF COLUMBIA  
CODE

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APRIL 30, 1926.—Referred to the House Calendar and ordered to be printed

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Mr. McLEOD, from the Committee on the District of Columbia,  
submitted the following

REPORT

[To accompany S. 2730]

The Committee on the District of Columbia, to whom was referred the bill (S. 2730) to amend section 1155 of an act entitled "An act to establish a code of law for the District of Columbia," having considered the same, report favorably thereon with the recommendation that the bill do pass.

The Judiciary Subcommittee of the District of Columbia held very full hearings on this bill, and reported it favorably to the full committee. During the consideration of the bill by the full committee, an amendment was proposed which the committee declined to adopt. Some of the objections to the proposed amendment are as follows:

1. It makes no provision regarding a married woman who owns no real estate and whose property consists of stocks and bonds. The married woman whose property consists of stocks and bonds would not be able to make any loan on them whatsoever, either for her own purposes or for the use of another and the situation in regard thereto would be the same as it is to-day. To make an instrument by way of mortgage of stocks and bonds (which pass by delivery or by indorsement and delivery) is not practically possible in every day business transactions and besides there is no provision of law authorizing the recording of such instruments.

2. A married woman, no matter how large her property, could not borrow on her unsecured note for any purpose whatsoever. If she is in business she could not get accommodation at her bank even for use in her business. The proposed amendment gives her no relief whatsoever from the present situation in that regard.

3. All notes of married women are by reason of the decision of the court of appeals under a cloud and questionable. If she makes a note seemingly for her own purposes, the court of appeals has said

that any time thereafter she may come in and show that such a note or any contract of hers was for the benefit of another and in the nature of a surety, accommodation maker or guarantee of another person and have the transaction cancelled and declared void. She is, therefore, helpless at the present time in borrowing money for any purpose and the proposed amendment merely attempts to rectify that situation as far as real estate is concerned. It would mean that as far as her personal property is concerned, she would be compelled, to sell the same, even at a sacrifice, if it should become necessary for her to raise funds.

4. The proposed amendment would leave a married woman, particularly one in business or trade, at as great a disadvantage as she is to-day, unable to borrow money except in so far as real estate is concerned.

5. Under the proposed amendment, if a married woman with a separate estate wished to help her husband or another she would be obliged to mortgage her real estate. This entails considerable expense and delay, whereas if the bill which has already passed the Senate becomes a law, she could, by reason of her estate, obtain a loan from the bank on her personal unsecured note and thus avoid such expense and delay. If she is compelled to resort to a mortgage a married woman would be unnecessarily penalized.

The Senate committee's report on this bill explains the necessity for its passage, and is quoted herewith in full:

[Senate Report No. 370, Sixty-ninth Congress, first session]

The Committee on the District of Columbia, to whom was referred the bill (S. 2730) to amend section 1155 of an act entitled "An act to establish a code of law for the District of Columbia," having considered the same, report favorably thereon with the recommendation that the bill do pass.

The sole purpose and effect of the bill is to strike from the present law relating to the rights of married women to engage in business the limitation "that no married woman shall have power to make any contract as surety or guarantor or as accommodation drawer, acceptor, maker, or indorser."

The law now declares that a married woman shall have full control of her separate property (sec. 1154, District Code of Law), and full contractual power, whether she is engaged in business or not (sec. 1155), but in the same breath with which this power is conferred it is restricted by the proviso above quoted. This proviso has been construed by the courts as limiting not only the power to contract but also the power to control property. It is therefore inconsistent with the whole spirit and intent of the act.

This bill, by striking out the proviso, would give a married woman power to use her property and to contract as freely as any other person. The effect would be to remove a handicap under which married women now deal with their separate property or engage in business. The bill would leave women after marriage in the same position with regard to their property and obligation of contract that they held before marriage.

Under the restrictive proviso this bill seeks to remove married women who are now hampered in the use of their property and credit in times of financial necessity. The proviso also opens the way for dishonest evasions of just debts, by reason of the fact that a married woman having borrowed money on her sole and separate property and in reality for her own use, may later declare that the loan was made for the benefit of another person, and have the courts release her from liability and declare the whole transaction void, on the ground that she acted as surety for another even though it is specifically recited in the instruments signed by her that she was acting in her own behalf. The result is that there exists at present a serious handicap upon married women holding property in their own name who wish to borrow money for their own uses.

The majority of States have removed such restrictions, including the neighboring Commonwealths of Maryland and Virginia, as well as Delaware, Illinois, Kansas, New York, Oklahoma, and Utah. These are specifically cited merely to

show that the removal of restrictions on the power of married women to contract is not confined to any one section of the country but is general throughout the Nation. Married women residing or having property of their own in the District of Columbia are therefore at a disadvantage as compared with those living or having property in other jurisdictions.

The bill has the indorsement of the District Commissioners (whose letter in regard thereto is appended and made a part of this report), as well as such organizations as the Women's Bar Association of the District of Columbia, the National Women's Party, the District of Columbia Bankers' Association, Bar Association of the District of Columbia, and the Real Estate Brokers' Association. The letters of the two bar associations and the National Woman's Party are appended.

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COMMISSIONERS OF THE DISTRICT OF COLUMBIA,  
Washington, March 3, 1926.

Hon. ARTHUR CAPPER,  
*Chairman Committee on the District of Columbia,*  
*United States Senate, Washington, D. C.*

SIR: The Commissioners of the District of Columbia have the honor to recommend favorable action on Senate bill 2730, Sixty-ninth Congress, first session, entitled "A bill to amend section 1155 of an act entitled 'An act to establish a code of law for the District of Columbia,'" which you referred to them for report as to the merits of the bill and the propriety of its passage.

The commissioners believe that the passage of this legislation will be in the public interest.

Very truly yours,

BOARD OF COMMISSIONERS OF THE  
DISTRICT OF COLUMBIA,  
By CUNO H. RUDOLPH, *President.*

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WOMEN'S BAR ASSOCIATION OF THE  
DISTRICT OF COLUMBIA,  
Washington, D. C., February 1, 1926.

Hon. ARTHUR CAPPER,  
*Chairman Committee on the District of Columbia,*  
*United States Senate, Washington, D. C.*

SIR: This is to certify that the Women's Bar Association of the District of Columbia, at a special meeting held December 14, 1925, voted unanimously to urge Congress to repeal the proviso in section 1155 of the Code of Law for the District of Columbia, which proviso is as follows:

"Provided, That no married woman shall have power to make any contract as surety or guarantor, or as accommodation drawer, acceptor, maker, or indorser."

BURNITA SHELTON MATTHEWS, *President.*  
OLIVE E. GEIGER, *Secretary.*

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BAR ASSOCIATION OF THE DISTRICT OF COLUMBIA,  
Washington, D. C., January 20, 1926.

Hon. ARTHUR CAPPER,  
*United States Senate.*

SIR: As secretary of the Bar Association of the District of Columbia, I respectfully invite your attention to the fact that at a recent meeting of the association a resolution was unanimously adopted seeking the repeal of the proviso to section 1155 of the Code, which reads as follows:

"Provided, That no married woman shall have power to give any contract as surety or guarantor, or as accommodation drawer, exceptor, maker, or indorser."

The action of the association was inspired by a recent decision of the Court of Appeals of the District of Columbia—the highest court in our jurisdiction (*Schwartz v. Sacks*, 1924 Wash. Law Rep. p. 789)—holding that a married woman could repudiate her contracts and prove that she was not acting in reference to her sole and separate estate, but as surety, etc.

Section 1154 of the Code of Law of the District of Columbia is very broad and allows married women to contract and deal with their separate estate as feme sole. The section is as follows:

"Married women shall hold all their property, of every description, for their separate use as fully as if they were unmarried, and shall have power to dispose of the same by deed, mortgage, lease, will, gift, or otherwise, as fully as if they were unmarried: *Provided*, That no disposition of her real or personal property, or any portion thereof, by deed, mortgage, bill of sale, or other conveyance, shall be valid if made by a married woman under 21 years of age."

This section is followed by section 1155, which is equally as broad, and defines the powers of married women to contract, etc., and which is as follows:

"Married women shall have power to engage in any business, and to contract, whether engaged in business or not, and to sue separately upon their contracts, and also to sue separately for the recovery, security, or protection of their property, and for torts committed against them, as fully and freely as if they were unmarried; contracts may also be made with them, and they may also be sued separately upon their contracts, whether made before or during marriage, and for wrongs independent of contract committed by them before or during their marriage, as fully as if they were unmarried, and upon judgments recovered against them execution may be issued as if they were unmarried; nor shall any husband be liable upon any contract made by his wife in her own name and upon her own responsibility, nor for any tort committed separately by her out of his presence without his participation or sanction: *Provided*, That no married woman shall have power to make any contract as surety or guarantor, or as accommodation drawer, exceptor (sic), maker, or indorser."

Until recently it was the custom in this jurisdiction for married women to contract and trade in reference to their sole and separate estate as unmarried women could do, in view of the broad provisions of sections 1154 and 1155, but the decision of the aforementioned case makes it possible for a married woman, after pledging her sole and separate estate, notwithstanding the recitals contained in the pledge, to repudiate the transaction under the proviso to section 1155, by showing that although she pledged her separate estate for its benefit she did so as surety for another.

This condition of affairs makes it impossible for married women to do business owing to the fact that business men can not trust them because they might avail themselves of the proviso to section 1155.

The court of appeals said in the above-mentioned case that if a married woman pledges her sole and separate estate for the debt of another, the transaction is absolutely void, not merely voidable by her.

It is impossible for banks, trust companies, and business men to ascertain the purpose for which married women are dealing in relation to their sole and separate property, and anyone dealing with them assumes the risk of having the transaction set aside and annulled on the ground of suretyship under the aforesaid proviso.

A case recently came to my attention where application was made to the court to invest a trust fund in the purchase of a mortgage note made by a married woman, in which mortgage she recited that she was dealing in relation to her sole and separate estate and that the money derived therefrom was for the use and benefit of that estate. Accompanying the application to the court was an affidavit made by the mortgagor that the recitals in the deed of trust or mortgage were true, and that she received the benefit of the loan for her sole and separate estate. Nevertheless, the court declined to authorize the purchase of the mortgage note by the trust estate owing to the fact that if she, the mortgagor, repudiated the transaction under the proviso to section 1155 of the code, and could show that the money went for a different purpose than for the benefit of her sole and separate estate, she could evade the obligation; that no doctrine of estoppel applied because, under the decision of the court of appeals, the transaction is void ab initio, and not merely voidable.

The necessity for the repeal of the proviso to section 1155 is obvious for the protection of married women, and its repeal is advocated by the Bankers' Association, the Real Estate Brokers' Association, the Women's Bar Association, and by our association, and in view of section 1154 and section 1155, it should never in the first instance have become a law.

Very respectfully,

GEORGE C. GERTMAN, *Secretary*.



NATIONAL WOMEN'S PARTY,  
Washington, D. C., February 4, 1926.

SENATE COMMITTEE ON THE DISTRICT OF COLUMBIA,  
The Capitol, Washington, D. C.

GENTLEMEN: The District of Columbia branch of the National Women's Party approves of the bill (S. 2730) introduced by Senator Capper to repeal the present restriction upon the capacity of married women to contract, and hopes that your committee will give the measure a favorable report. If a hearing is held, this organization would like to be heard.

Yours very truly,

Mrs. WYMOND H. BRADBURY,  
Chairman District of Columbia Branch of National Women's Party.

## STATES GIVING FULL CONTRACTUAL POWER TO MARRIED WOMEN

### CALIFORNIA

*Husband and wife may make contracts.*—Either husband or wife may enter into any engagement or transaction with the other, or with any other person, respecting property, which either might if unmarried; subject, in transactions between themselves, to the general rules which control the actions of persons occupying confidential relations with each other, as defined by the title on trusts. (Kerr's Cyclopedic Code, 1920, sec. 158; enacted 1872.)

Accommodation note may be made by a married woman. (*Good v. Moulton*, 67 Calif. 536.) Wife may be surety for husband. (*Bank v. De Sharb*, 137 Calif. 685.)

### COLORADO

*May make any contract.*—Any woman, while married, may contract debts in her own name and upon her own credit, and may execute promissory notes, bonds, bills of exchange and other instruments in writing, and may enter into any contract the same as if she were sole; \* \* \*. (Comp. Laws of Colo., 1921, sec. 5586.)

Whatever incidents, privileges, and profits attach to the dominion of property, when exercised by others, attach to it in her hands. (*Wells v. Caywood*, 3 Colo. 487 (1877).)

### CONNECTICUT

*Property rights of persons married since April 20, 1877.*—In case of marriages on or after April 20, 1877, neither husband nor wife shall acquire, by force of the marriage, any right to or interest in any property held by the other before or acquired after such marriage, except as to the share of the survivor in the property as provided by law. The separate earnings of the wife shall be her sole property. She shall have power to make contracts with third persons and to convey to them her real and personal estate, as if unmarried \* \* \*. (Gen. Stats. of Conn., Rev. of 1918, sec. 5274.)

A wife may execute an accommodation note for her husband. (*Markel v. Di Francesco*, 93 Conn. 355 (1919).)

### DELAWARE

*Rights of married women.*—That the property of a married woman, whether real, personal, or mixed, and choses in action which she may have acquired in any manner, and all the income, rents, and profits thereof, shall be deemed to be her sole and separate property, and she may sell, convey, assign, transfer, devise, bequeath, encumber, or otherwise dispose of the same, and she may contract jointly (including with her husband), or separately, sue and be sued, and exercise all other rights and powers, including the power to make a will, which a femme sole may do under the laws of this State; provided that nothing in this section contained shall be deemed to affect the right of the husband, if he survive his wife, as tenant by the courtesy in the real estate of his wife. Acknowledgments by married women of all instruments relating to or affecting real estate shall be taken as provided in chapter 92 of the Revised Code of Delaware of 1915.

Appears not to have been construed on subject of suretyship, etc.

## ILLINOIS

*Wife may contract as if unmarried.*—Contracts may be made and liabilities incurred by a wife, and the same enforced against her, to the same extent and in the same manner as if she were unmarried. (Ill. Rev. Stats. (Cahill), 1925, ch. 68, sec. 6.)

There is no distinction between a married woman's contract of suretyship for her husband's debt and that for the debt of a stranger, and she may bind her separate property for it. (*Stone v. Billings*, 167 Ill. 170, 1897.)

## INDIANA

*Wife's power to hold property and contract—Bound by estoppel.*—A married woman may take, acquire, and hold property, real or personal, by conveyance, gift, devise or descent, or by purchase with her separate means or money; and the same, together with all the rents, issues, income, and profits thereof, shall be and remain her own separate property, and under her own control, the same as if she were unmarried. And she may, in her own name, as if she were unmarried, at any time during coverture, sell, barter, exchange, and convey her personal property; and she may also, in like manner, make any contracts with reference to the same; but she shall not enter into any executory contract to sell or convey or mortgage her real estate, nor shall she convey or mortgage the same, unless her husband join in such contract, conveyance or mortgage: *Provided, however*, That she shall be bound by an estoppel in pais, like any other person. (Burns's Anno. Ind. Stats., vol. 3 (Rev. of 1914), sec. 7853.)

*Wife may not be surety.*—A married woman shall not enter into any contract of suretyship, whether as indorser, guarantor, or in any other manner; and such contract, as to her, shall be void. (Burns's Anno. Ind. Stats. (Rev. of 1914), vol. 3, sec. 7855.)

NOTE.—Section 7855 was repealed by acts of 1919, chapter 40, section 1.

## IOWA

*Property rights of married women.*—A married woman may own in her own right real and personal property acquired by descent, gift, or purchase, and manage, sell, and convey the same, and dispose thereof by will, to the same extent and in the same manner the husband can, property belonging to him. (Code of Iowa, 1924, sec. 10466.)

Wife may be liable as surety for husband's debt. (*Thompson v. Brown*, 106 Iowa 367 (1898); *Hinman v. Treinen*, 196 Iowa 70 (1923).)

## KANSAS

*Conveyances and contracts concerning property.*—A married woman, while the marriage relation subsists, may bargain, sell, and convey her real and personal property and enter into any contract with reference to the same in the same manner, to the same extent, and with like effect as a married man may in relation to his real and personal property. (Rev. Stats. of Kan., Anno., 1923, sec. 23-202.)

The wife may be a surety for her husband and as such is entitled to all the rights and privileges of sureties. (*Hubbard v. Ogden*, 22 Kan. 363 (1879).)

## MARYLAND

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 sued separately upon their contracts, whether made before or during marriage, and for wrongs independent of contract committed by them before or during their marriage, as fully as if they were unmarried; and upon judgments recovered against them, execution may be issued as if they were unmarried; nor shall any husband be liable upon any contract made by his wife in her own name and upon her own responsibility, nor for any tort committed separately by her or out of his presence, without his participation or sanction. (Bagby's Anno. Code of Md.; art. 45, sec. 5.)

A married woman may make a contract of guaranty or become a surety. (*Union Trust Co. of N. J. v. Knable*, 122 Md. 584 (1914).)

## MINNESOTA

*Contracts—Torts—Property rights and liabilities.*—Every married woman is bound by her contracts and responsible for her torts, and her property shall be liable for her debts and torts to the same extent as if unmarried. She may make any contract which she could make if unmarried, and shall be bound thereby, except that every conveyance and contract for the sale of her real estate or any interest therein shall be subject to and governed by the provisions of section 3335, Revised Laws, 1905 (8196), and acts amendatory thereof. (Gen'l Stats. of Minn., 1923, sec. 8618.)

## MISSISSIPPI

*Disability of coverture abolished.*—Married women are fully emancipated from all disability on account of coverture; and the common law as to the disabilities of married women and its effect on the rights of property of the wife, is totally abrogated, and marriage shall not impose any disability or incapacity on a woman as to the ownership, acquisition, or disposition of property of any sort, or as to her capacity to make contracts and to all acts in reference to property which she could lawfully do if she were not married; but every woman now married, or hereafter to be married, shall have the same capacity to acquire, hold, manage, control, use, enjoy, and dispose of all property, real and personal, in possession or expectancy, and to make any contract in reference to it, and to bind herself personally, and to sue and be sued, with all the rights and liabilities incident thereto, as if she were not married. (Hemingway's Anno. Miss. Code of 1917, sec. 2051.)

Appears not to have been construed on subject of suretyship, etc.

## MISSOURI

*Wife deemed femme sole, for what purposes.*—A married woman shall be deemed a femme sole so far as to enable her to carry on and transact business on her own account, to contract and be contracted with, to sue and be sued, and to enforce and have enforced against her property such judgments as may be rendered for or against her, and may sue and be sued at law or in equity, with or without her husband being joined as a party: *Provided*, A married woman may invoke all exemption and homestead laws now in force for the protection of personal and real property owned by the head of a family, except in cases where the husband has claimed such exemption and homestead rights for the protection of his own property. (Rev. Stats. of Mo., 1919, sec. 7323.)

A wife may become surety for her husband on a note. (*Grandy v. Campbell*, 78 Mo. App. 502 (1899).)

## MONTANA

*Husband and wife may make contracts.*—Either husband or wife may enter into any engagement or transaction with the other, or with any other person, respecting property, which either might, if unmarried, subject in transactions between themselves to the general rules which control the actions of persons occupying confidential relations with each other, as defined by the provisions of this code relative to trusts. (Rev. Code of Mont., 1921, sec. 5786.)

Appears not to have been construed on subject of suretyship, etc.

## NEBRASKA

*Married woman may convey separate property.*—A married woman, while the marriage relation subsists, may bargain, sell, and convey her real and personal property, and enter into any contract with reference to the same in the same manner, to the same extent, and with like effect as a married man may in relation to his real and personal property. (Comp. Stats. of Nebr., 1922, sec. 1510.)

Married woman may be surety if intent is to bind her separate estate. (*Bank v. Stoll*, 57 Nebr. 758 (1899).)

## NEVADA

*Contract between husband and wife.*—Either husband or wife may enter into any contract, engagement, or transaction with the other, or with any other person, respecting property, which either might enter into if unmarried, subject in any contract, engagement, or transaction between themselves, to the general rules which control the actions of persons occupying relations of confidence and trust toward each other. (Nev. Rev. Laws, 1912, sec. 2173.)

A wife may use her property as security for the payment of her husband's debt. (*Cartan v. David*, 18 Nev. 310 (1884).)

## NEW MEXICO

*Husband and wife may make contracts.*—Either husband or wife may enter into any engagement or transaction with the other, or with any other person respecting property, which either might, if unmarried, subject, in transactions between themselves, to the general rules of common law which control the actions of persons occupying confidential relations with each other. (N. Mex. Stats. Anno. 115, sec. 2750.)

Married woman liable as accommodation maker of a note for her husband (*Bank & Trust Co. v. Flourney*, 24 N. M. 256 (1918).)

## NEW YORK

*Powers of married woman.*—A married woman has all the rights in respect to property, real or personal, and the acquisition, use, enjoyment, and disposition thereof, and to make contracts in respect thereto with any person, including her husband, and to carry on any business, trade or occupation, and to exercise all powers and enjoy all rights in respect thereto and in respect to her contracts, and be liable on such contracts, as if she were unmarried; but a husband and wife can not contract to alter or dissolve the marriage or to relieve the husband from his liability to support his wife. All sums that may be recovered in actions or special proceedings by a married woman to recover damages to her person, estate or character shall be the separate property of the wife. Judgment for or against a married woman, may be rendered and enforced, in a court of record, or not of record, as if she was single. A married woman may confess a judgment specified in section 1273 of the code of civil procedure. (Cahill's Consolidated Laws of N. Y., 1923, Dom. Rel. Law. Sec. 51.)

Since 1884 a married woman has power to bind herself in the ordinary way as a surety. (*Gates v. Williams*, 29 N. Y. S. 712 (1894).) She may execute an accommodation note to her husband and be liable thereon when he negotiates it. (*Bank v. Sniffen*, 7 N. Y. S. 520 (1889).)

## NORTH CAROLINA

*Capacity to contract.*—Subject to the provisions of section 2515 of this chapter regulating contracts of wife with husband affecting corpus or income of estate, every married woman is authorized to contract and deal so as to affect her real and personal property in the same manner and with the same effect as if she were unmarried, but no conveyance of her real estate shall be valid unless made with the written assent of her husband as provided by section 6 of article 10 of the constitution, and her privy examination as to the execution of the same taken and certified as now required by law. (Consolidated Stats. of N. C., Anno., 1919, vol. 1, sec. 2507.)

Among the requirements of section 2515 is the separate examination of the wife.

Contract by wife as surety for husband is valid without formalities required by section 2515 and a wife is suable thereon alone. (*Royal v. Southerland*, 168 N. C. 405 (1915).)

## NORTH DAKOTA

*Rights and capacity of husband and wife.*—Either husband or wife may enter into any engagement or transaction with the other, or with any other person, respecting property, which the other might, if unmarried. The wife after marriage has with respect to property, contracts, and torts the same capacity and rights and is subject to the same liabilities as before marriage, and in all actions by or against her she shall sue and be sued in her own name. (Comp. Laws of N. D. 1913, Anno., vol. 1, sec. 4411.)

Wife executing promissory note with husband is liable thereon, though note given for husband's individual debt. (*Mortgage Co. v. Stevens*, 3 N. D. 265 (1893).)

## OHIO

*May contract the same as if unmarried.*—A husband or wife may enter into any engagement or transaction with the other, or with any other person, which either might if unmarried; subject, in transactions between themselves, to the



general rules which control the actions of persons occupying confidential relations with each other. (Page's Anno. Gen'l Code, vol. 2, sec. 7999.)

A married woman is personally liable on a contract of suretyship. (Card Fabrique Co. v. Stanage, 50 U. S. 417 (1893).)

OKLAHOMA

*Contracts.*—Either husband or wife may enter into any engagement or transaction with the other, or with any other person, respecting property which either might, if unmarried, subject in transactions between themselves to the general rules which control the actions of persons occupying confidential relations with each other as defined by the title on trusts. (Comp. Okla. Stats., Anno., 1921, vol. 2, sec. 6609.)

Married women may become sureties under same conditions as feme sole. (Temple v. State, 74 Okla. 215 (1919).)

OREGON

*Contracts binding as if wife was unmarried.*—Contracts may be made by a wife, and liabilities incurred, and the same enforced by or against her to the same extent and in the same manner as if she were unmarried. (Oreg. Laws, vol. 2, sec. 9758.)

A wife may bind her separate property for her husband's debts. (Gray v. Holland, 9 Or. 512 (1881).)

RHODE ISLAND

*Married woman may make any contracts.*—A married woman may make any contract whatsoever the same as if she were single and unmarried, and with the same rights and liabilities. (Gen'l Laws of R. I., 1923, sec. 4195.)

Appears not to have been construed on subject of suretyship, etc.

SOUTH DAKOTA

*Contracts.*—Either husband or wife may enter into any engagement or transaction with the other, or with any other person, respecting property, which either might, if unmarried, subject, in transactions between themselves, to the general rules which control the actions of persons occupying confidential relations with each other, as defined by chapter 9, part 2, division 4, of this title. (S. D. Rev. Code, 1919, vol. 1, sec. 171.)

Wife liable on note with husband though given for husband's debt. (Mortgage Co. v. Bradley, 4 S. D. 158 (1893).)

TENNESSEE

*Married women emancipated from all disability on account of coverture.*—Married women are hereby fully emancipated from all disability on account of coverture, and the common law as to the disabilities of married women and its effect on the rights of property of the wife, is totally abrogated, and marriage shall not impose any disability or incapacity on a woman as to the ownership, acquisition, or disposition of property of any sort, or as to her capacity to make contracts and do all acts in reference to property which she could lawfully do if she were not married; but every woman now married, or hereafter to be married, shall have the same capacity to acquire, hold, manage, control, use, enjoy, and dispose of, all property, real and personal, in possession, and to make any contract in reference to it, and to bind herself personally, and to sue and be sued, with all the rights and incidents thereof, as if she were not married. (Thompson's Shannon's Code, 1918, sec. 4249a.)

Appears not to have been construed on subject of suretyship, etc. It has been stated by the court that it imposes "personal liability upon the wife for all of her contracts, and she may be sued upon them as though she were a single woman." (Baird v. Lebeck Bros., 7 Civ. App. 225, 228.)

UTAH

*Wife's contracts.*—Contracts may be made by a wife and liabilities incurred, and the same enforced by or against her, to the same extent and in the same manner as if she were unmarried. (Comp. Laws of Utah, 1917, sec. 2984.)

Wife liable on contract of guaranty. (Bank v. Taylor, 38 Utah, 516 (1911).)

VIRGINIA

*Married woman may make contract, sue and be sued.*—A married woman may contract and be contracted with, sue and be sued, in the same manner and with the same consequences as if she were unmarried, whether the right or liability asserted by or against her shall have accrued heretofore or hereafter \* \* \* (Va. Code of 1924, Anno., sec. 5134.)

Wife is liable as surety for husband. (Jones v. Degge, 84 Va. 685 (1888).)

WASHINGTON

*Wife may contract.*—Contracts may be made by a wife and liabilities incurred and the same may be enforced by or against her to the same extent and in the same manner as if she were unmarried. (Pierce's Code, 1921, sec. 1430.)

Personal judgment against a married woman and the subjection of her separate property thereto is warranted for liabilities incurred as surety upon an official bond. (Kittitas County v. Travers, 16 Wash. 528 (1897).)

WISCONSIN

*Women to have equal rights.*—Women shall have the same rights and privileges under the law as men in the \* \* \* freedom of contract, \* \* \* holding and conveying property, \* \* \* and in all other respects \* \* \*. (Wis. Stats., 1923, sec. 6.015.)

Married women may make themselves liable as sureties as freely as men. (Bank v. Jahn, 179 Wis. 117 (1922).)

WYOMING

*Power of married women to contract.*—Any married woman may \* \* \* make contracts and incur obligations and liabilities, all of which may be enforced against her to the same extent and in the same manner as if she were unmarried. (Wyo. Comp. Stats., Anno., 1920, sec. 4975.)

Appears not to have been construed on subject of suretyship, etc.

TENNESSEE

*Married women emancipated from all disability on account of coverture.*—Married women are hereby fully emancipated from all disability on account of coverture, and the common law as to the disability of married women and its effect on the rights of property of the wife is totally abrogated, and no estate shall not impose any disability or incapacity on a woman as to the ownership, acquisition or disposition of property of any sort or as to her capacity to make contracts and do all acts in reference to property which she could lawfully do if she were not married; but every woman now married, or hereafter to be married, shall have the same capacity to acquire hold, manage, control, use, dispose and dispose of all property, real and personal, in possession and to receive any contract in reference to it and to bind herself personally and to sue and be sued with all the rights and incidents thereof, as if she were not married. (Tennessee's Statutes, Code, 1912, sec. 1240a.)

Appears not to have been construed on subject of suretyship, etc. It has been stated by the court that it imposes personal liability upon the wife for all her contracts, and she may be sued upon them as though she were a single woman. (Hinds v. Jackson, 107 Tenn. App. 223, 224.)

UTAH

*Wife's contracts.*—Contracts may be made by a wife and liabilities incurred, and the same enforced by or against her to the same extent and in the same manner as if she were unmarried. (Comp. Laws of Utah, 1911, sec. 2084.)

Wife liable on contract of guaranty. (Haskin v. Taylor, 22 Utah 216 (1911).)

## AMEND CODE OF LAW FOR THE DISTRICT OF COLUMBIA

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MAY 3, 1926.—Ordered to be printed

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Mr. GILBERT, from the Committee on the District of Columbia,  
submitted the following

### MINORITY REPORT

[To accompany S. 2730]

This bill is a real estate brokers and bankers bill to facilitate such transactions within the District of Columbia. It goes further than necessary to relieve the conditions complained of, to wit:

That husband and wife, and the wife alone, are unable to obtain loans on the pledge of their securities, usually real estate.

Under this bill all protection whatever will be swept away from a married woman on any kind of contract.

It has been found wise and proper in many States, and I think a majority of them, where married women have all privileges of single women, to accept their right to become security. She may even become security by executing a mortgage, or pledge in writing, of her estate, under the formalities required by law.

The amendment I shall offer in lieu of the one provided is the identical language now existing in the State of Kentucky, and many others where it is believed that a married woman should have some protection thrown around her in the assuming of the relation of suretyship. I shall propose the following in lieu of the bill:

*Provided*, That no part of a married woman's estate shall be subjected to the payment or satisfaction of any liability, upon a contract made after marriage, to answer for the debt, default, or misdoing of another, including her husband, unless such estate shall have been set apart for that purpose by deed of mortgage or other conveyance, acknowledge and recorded as provided by law.

Mr. Blanton joins in this minority report.

