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ALBERT S. BOLLES

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**BUSINESS MAN'S COMMERCIAL LAW
LIBRARY**

Business Man's Commercial Law Library

Domestic Relations — Wrongs

including Property Rights of Husband and Wife;
Parents and Children; Guardianship; The Rights
and Liabilities of Employers and Employees; As-
saults, Slander and Libel; Nuisance, and Trespass

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BUSINESS MAN'S COMMERCIAL LAW
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CHAPTER XI (Continued)

MARRIAGE (Cont.)

§ 3. RIGHTS OF PROPERTY

1. Formerly he took her property and was responsible for her debts.
2. He was her agent or protector.
3. Enlargement of her rights by legislation.
4. Authority of legislature to change laws relating to property of wife.
5. Her present authority to manage her separate estate.
6. She can make contracts for its improvement.
7. Her right to make contracts with her husband.
8. And others relating to the cultivation of her land.
9. She can maintain an action of ejectment against her husband.
10. He cannot convey land to her and defraud his creditors.
11. She may constitute her husband her attorney or agent:
 - a.— His authority under general power of attorney,
 - b.— In a power of attorney to convey land it need not be described,
 - c.— Authority to do a specific act.

12. Execution of power of attorney.
13. Marriage of woman revokes her prior power of attorney.
14. Conveyance of homestead.
15. Other agency transactions.
16. Community property:
 - a.— Essential idea,
 - b.— What is such property,
 - c.— Realty acquired by purchase,
 - d.— Presumption of community property may be overthrown,
 - e.— A trust cannot be engrafted by parol evidence on a deed of community property,
 - f.— Increase,
 - g.— Gift by husband to wife of community property,
 - h.— Reimbursement of husband to wife for community property.
17. Her authority to contract independently of her husband:
 - a.— Her authority to become a sole trader,
 - b.— Her authority in the different states.
18. Mode of conveying her real estate:
 - a.— Her husband must join in the deed,
 - b.— How his consent must be evidenced,
 - c.— How her consent must be evidenced by separate examination,
 - d.— In some states she can execute deeds, etc., as if unmarried,
 - e.— Laws in different states.
19. Sale of land belonging to both.

20. In some states both must join in sale of her property.
21. Conveyances in restraint of marriage.
22. Husband's estate by curtesy.
23. Wife's right of dower.
24. When a mechanic's lien can be put on her property.
25. Implied agency of husband.
26. Ante-nuptial settlements:
 - a.— Object of making them,
 - b.— Each party may thus relinquish his or her interest in the other's estate,
 - c.— Rights and obligations cannot be thus changed,
 - d.— Marriage is a sufficient consideration for the agreement,
 - e.— How creditors are affected,
 - f.— Settlement in pursuance of ante-nuptial agreement, though not made until after marriage.
27. Conveyance between husband and wife.

1. Leaving for the present the legal aspect of wrongs between husband and wife and also between them and other persons, we approach the subject of a husband's right to the property of his wife. Formerly, he was responsible for all her debts contracted before her marriage, as well as afterward; on the other hand, the law kindly relieved her of all her property. In other words, he took everything she had and became responsible for all her bills.

2. In many states the husband was declared to be