

## CHAPTER 519

## RIGHTS AND PRIVILEGES OF MARRIED WOMEN

## 519.01 SEPARATE LEGAL EXISTENCE.

Neither the common-law rule that a husband is not liable to his wife for personal tort nor section 323.12 of the partnership act, was modified by the safety responsibility act, and consequently under the rule of *Belleson v Skilbeck*, 185 M 537, 242 NW 1, neither the partners individually nor the partnership are liable for the injuries of the wife of a partner caused by that partner's negligent driving of a partnership car. *Karalis v Karalis*, 213 M 31, 4 NW(2d) 632.

In a suit to cancel a deed for nondelivery to the grantees, the wife of one of the defendantts was joined as a defendant. She was incompetent to testify to a conversation with the deceased grantor of the plaintiff as to a matter in issue between the plaintiff and the witness's husband. Her default in failing to interpose an answer to the complaint did not qualify her to testify for her husband as to such conversation. Even though she thereby eliminated herself as a party, she was still interested in the result of the suit and so was incompetent to testify as to such conversation, since, if her husband should prevail on the issue of delivery, her marital rights, though inchoate and contingent on his death, would immediately attach to the land. *Cocker v Cocker*, 215 M 565, 10 NW(2d) 734.

A father transferred his one-half interest in a tavern to his son in consideration of maintenance for life. The stepmother, not knowing of the transfer, continued to perform some labor in the place. Upon the death of the father, the widow sued for wages earned. There being no actual contract, there can be no recovery unless defendant wrongfully permitted plaintiff through mistaken knowledge of the ownership to confer upon the defendant, without compensation, the benefits of her services to his unjust enrichment. *Dusenka v Dusenka*, 221 M 234, 21 NW(2d) 528.

Domicile of a married woman. 8 MLR 28.

Equality of property interests between husband and wife. 8 MLR 579.

## 519.02 PROPERTY RIGHTS.

The right of one spouse to accept by gift inter vivos, or take under the will of the other spouse, is not affected by an antenuptial agreement between them, except where it is found that by such gift or agreement it was intended that there be a satisfaction or ademption thereof. *Berg v Berg*, 201 M 179, 275 NW 836.

Wife by permitting husband to refer to the property as his own and thereafter to attempt to collect insurance did not ratify his acts so as to be precluded from having the policy reformed to name her as the owner and insured. *Pellicano v Hartford Fire Ins.* 211 M 314, 1 NW(2d) 354.

Fraudulent conveyance; homestead in wife's name. 2 MLR 392.

Larceny of husband's property by wife. 3 MLR 433.

Equality of property interests between husband and wife. 8 MLR 579.

Right of husband to recover expenses of wife's last sickness and funeral from her separate property. 8 MLR 73.

Partnership of husband and wife. 12 MLR 544.

Effect of marriage on contract existing at time of marriage. 16 MLR 108.

Suit by wife against husband to recover for negligent tort occurring prior to marriage. 20 MLR 227.

# MINNESOTA STATUTES 1947 ANNOTATIONS

## 519.03 RIGHTS AND PRIVILEGES OF MARRIED WOMEN

1200

### 519.03 RESPONSIBLE FOR TORTS AND BOUND BY CONTRACT.

Married women's contracts. 2 MLR 464.

Partnership between husband and wife. 12 MLR 545.

Suit by wife against husband to recover for negligent tort occurring prior to marriage. 20 MLR 227.

### 519.05 LIABILITY OF HUSBAND AND WIFE.

A wife cannot sue her husband for personal tort either negligent or intentional perpetrated during coverture. *Karalis v Karalis*, 213 M 31, 4 NW(2d) 632.

Liability of husband or parent for negligence of wife or child. 4 MLR 74.

Husband's right to recover expense of wife's last sickness and funeral from her separate property. 8 MLR 67.

The husband's statutory liability for household supplies used by the family. 11 MLR 279.

"Family purpose" doctrine is not applicable to a motor boat. 16 MLR 870.

### 519.06 CONTRACTS BETWEEN HUSBAND AND WIFE.

1. Contracts relating to realty
2. Contracts other than relating to realty
3. Burden of proof
4. Agency of one spouse for the other

#### 3. Burden of proof

Contracts between parties to a divorce suit, made after issue was joined but before trial and with the aid and assistance of competent counsel, require careful and searching judicial scrutiny to avoid the possibility of being the means to influence the court's decision and one, which to be effective, must satisfy the court as to its fairness between the parties, that it was made without collusion or concealment, and was not the result of imposition by one of the parties. *Warner v Warner*, 219 M 60, 17-NW(2d) 58.

### 519.07 BARRING INTEREST OF SPOUSE; RIGHTS RECIPROCAL.

Affect of wife's bigamous marriage on interest in husband's property. 8 MLR 66.

Right of husband to recover expense of wife's last illness and funeral from her separate property. 8 MLR 73.

Continued chastity of wife as an implied condition in separation agreements. 19 MLR 222.

### 519.08 ANTENUPTIAL CONTRACTS.

An antenuptial agreement that the contemplated marriage is to be terminated at some future time, or is to be effective only for a limited purpose, is void as contrary to public policy. *Safranski v Safranski*, 222 M 358, 24 NW(2d) 834.

The right of one spouse to accept by gift inter vivos is not affected by antenuptial agreement between them except that where it is found that by such gift or agreement it was intended that there should be satisfaction or redemption thereof. *Berg v Berg*, 201 M 179, 275 NW 836.

Wife's right to dower in land which husband prior to mortgage contracted to sell to a third person. 9 MLR 491.

### 519.09 DOWER AND CURTESY ABOLISHED.

A conveyance by deed of real property in 1890 by a wife directly to her husband is invalid, and upon her death the property descends to and vests in her legal heirs,

# MINNESOTA STATUTES 1947 ANNOTATIONS

1201

## RIGHTS AND PRIVILEGES OF MARRIED WOMEN 519.09

subject to her debts, regardless of such deed. The surviving spouse, during coverture, had a contingent interest in the homestead, which, upon decedent's death, vests in the surviving spouse, remainder to the children; also an inchoate interest in decedent's other real property of which she might die seized, one-third of which at her death vests immediately in the surviving spouse, the residue to the surviving children. *Snortum v Snortum*, 155 M 230, 193 NW 304.

The inchoate and contingent interest of a wife in her husband's property remains inchoate and contingent although the property is sold and the proceeds are invested by the husband in other property. *Knox v Knox*, 222 M 477, 25 NW(2d) 227.

Inchoate right of dower or curtesy was not such a vested right as to forbid the legislature from changing or abolishing it. *Randall v Kreiger*, 90 US 137.

Protection of the inchoate right of dower. 11 MLR 354.

Right of dower in improvements; assignment. 16 MLR 315.

Effect of unchastity on dower. 19 MLR 222.

Abatement or indemnity for outstanding inchoate dower interest. 29 MLR 280, 289.