

ANDERSON v. LINE.*

(Circuit Court, E. D. Pennsylvania. November 30, 1880.)

MARRIED WOMAN—LIABILITY OF, AS STOCKHOLDER IN NATIONAL BANK.

A married woman who owns stock in a national bank is not exempt, on account of her coverture, from the liability imposed by the national currency acts upon all stockholders in such banks.

Motion for New Trial and for judgment *non obstante veredicto*.

This was an action by a receiver of a national bank against Jesse M. Line and Mary S. Line, his wife, to recover an assessment levied by the comptroller of the currency upon the stockholders of such bank. On the trial it appeared that the stock was owned by Mary S. Line, and that she was a married woman at the time it was transferred to her. The court directed a verdict for plaintiff, reserving the following point:

“Whether the defendant, Mary S. Line, having been a married woman at the time the shares of capital stock in the First National Bank of Allentown were transferred to her, and ever since, was, notwithstanding her coverture, capable of engaging in the undertaking averred, and liable as a shareholder of the said bank in the manner and form in which she is sought to be charged.”

Defendant moved for a new trial and for judgment on the point reserved.

Preston K. Erdman and John Rupp, for motion.

John K. Valentine, U. S. Dist. Atty., *contra*.

On April 28, 1880, the following opinion was delivered by—

MCKENNAN, C. J. The right of the plaintiff to recover was resisted upon the ground that the real defendant was a married woman, and was not, therefore, liable. The question of her liability was reserved by the court. She was sued as a married woman by reason of her ownership as such of stock in a national bank, transferred to her by her husband, and a certificate for which was obtained for, delivered to, and held by her.

The court being of opinion that her coverture does not exempt her from the liability imposed by the national currency acts upon all stockholders in national banks, therefore decide the question reserved against the defendant and in favor of the plaintiff, and order judgment to be entered on the verdict in favor of the plaintiff.

*Reported by Frank P. Prichard, Esq., of the Philadelphia bar.

On May 1, 1880, the court opened the above judgment, and the case was subsequently reargued.

On November 30, 1880, the court again entered judgment in favor of plaintiff, but without delivering any opinion.

MAROH, PRICE & Co. v. CLARK.*

(Circuit Court, S. D. Georgia. October, 1882.)

1. HUSBAND AND WIFE—LIABILITY OF WIFE.

Where it was shown by the evidence that the wife had a separate estate; carried on the plantation for which supplies were bought; shipped the crop with her own marks; the credit was given to her; the accounts were kept in her name; the husband was absent on other business, and was without property and means,—the jury were justified in finding a verdict against the wife.

2. SAME.

In order to find a verdict in such a case against the wife, the jury must be satisfied that the debt for which the note sued upon was given, was contracted for the benefit of her separate estate.

J. K. Hines, for plaintiffs.

Lyons & Gresham, for defendant.

PARDEE, C. J. The suit is on a draft drawn and indorsed by defendant. The pleas are the general issue, want of protest, and notice, and that the defendant is a married woman, and that the draft was given to pay a debt of the husband. The case submitted to the jury was on the last-named plea.

As to whether defendant had a separate estate to be charged, no issue was made. The presumption of law, under the circumstances attendant upon the drawing of the draft sued on, was that she had such separate estate, (see *Huff v. Wright*, 39 Ga. 41; *Wilcoxson v. State*, 60 Ga. 184;) and if it were necessary to be proved, then I am inclined to think the fact is established by the evidence.

On the question actually in issue and submitted to the jury, as to whether the draft sued on was given by defendant to pay a debt of the husband, the evidence is conflicting. The jury found against the plea. There was certainly evidence submitted to the jury which, if credited by them, was sufficient to warrant this finding. I am not sure but that if I had been a member of the jury, and unacquainted

*Reported by Joseph P. Hornor, Esq., of the New Orleans bar.