51. An action of contract will lie for the breach of any of the warranties hereinbefore mentioned, or of any warranty expressly given in writing, and of no others. An action of damages will lie in the same cases, and also if either of the parties to any sale of debts or other property is guilty of any fraud, or obtain an advantage in the bargain, either by means of asserting any thing false or concealing any important truth. Mere silence is not to be considered a concealment, unless a false or evasive answer is given to any question, or some means of concealment used, or unless it clearly appear that the party charged with concealment knew an important fact, the knowledge of which would probably influence the other in the bargain, and also had reason to believe that the other party did not know the same fact, and kept silence for the purpose of making a more advantageous bargain.

52. Every gift, conveyance, or transfer of any property, real or personal, not made for a valuable consideration, shall be deemed void as against all persons who are creditors or have claims, whether founded on contracts or injuries, against the person making such gift, conveyance, or transfer, at the time of making the same.

53. The claims of such creditor, or other person who shall claim the benefit of the last section, may be reduced into the form of a judgment, either before or after such gift, conveyance, or transfer. But it shall be the duty of the person seeking to set aside any gift, conveyance, or transfer, to shew that, at the time thereof, his claims existed actually and in good faith.

54. Every conveyance, transfer, or pledge, of any property, real or personal, and every contract, agreement, instrument of writing, judgment, execution, or other transaction of whatever nature, although founded on a valuable consideration, if made with a view and intention of hindering or delaying any person in the recovery of any just claim, shall, against such person so intended to be hindered or delayed, be utterly null and void.

55. By marriage a woman acquires a right of dower in the real estate of her husband, agreeably to the provisions of the 7th section of the ordinance for the temporary government of the colony.—Marriage produces no effect whatever on the personal property of the husband.

56. Dower is a right to receive one-third of the increase or profits of real estate, during the whole interval between the death of the husband and that of the widow, or at the choice of the widow to have such portion of the real estate laid off for her separate

possession, as will produce one-third of the annual income or profits of the estate.

57. If the widow choose to have her dower laid off in land for her separate possession, she is entitled to have the second best dwelling-house on the land, or the only dwelling-house if but one, included in the same, provided she choose it, and provided that the value of the annual income or profits including a fair rent for such house, will not exceed her just proportion of the annual income or profits.

58. A widow while she is a widow, has an absolute right over her dower; but if she marries, all the provisions of the thirty-fourth section, attach to her dower property.

59. Marriage gives to the husband a right to the annual income or profits of all the wife's real property, during the marriage, however acquired, unless it is subject to the regulations of the thirty-fourth or fifty-eighth sections, or unless he has agreed in writing, acknowledged and recorded like a deed, that she shall receive such annual income or profits, or any part thereof to her own separate use, and even in that case, he shall be entitled to retain whatever portion of such income or profits he may have actually received with her consent. The agreement mentioned in this section, may be made with the wife or any other person, and either before or after marriage.

60. Marriage also gives to the husband, the right of joining in conveyances of the wife's real estate, so that they will be absolutely void without his signature.

61. Marriage and the birth of a child, gives the husband an estate for life in all the real property of the wife, whereof the husband or wife is possessed at any time during the marriage. But this interest is not liable to be taken in execution during the life of the wife. This interest is called tenancy by the curtesy.

62. Marriage gives to the husband no right whatever in any real property of the wife, whereof the husband or wife is not in actual possession or receipt of rent at some time during the marriage, except the rights secured to him by the fifty-ninth section.

63. Marriage gives to the husband an absolute right to all the money, and other personal property of the wife, which is of a nature to be consumed in using, and a right to take into possession, sell, and dispose of, for a valuable consideration, all other personal property of the wife, to the possession of which she is entitled at any time during the marriage. But if any such property is not re-

Maryland Historical Society

The Maryland State Colonization Society Papers

XIII. Colonization Pamphlets

1. The Declaration of Rights,
The Constitution of the
State of Md. in Liberia
(rough draft, engrossed copy, printed copy)