

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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LAWRENCE L. PERKINS, VIRGINIA  
PERKINS, DOWNRIVER LOAN, INC. d/b/a  
LINCOLN PARK JEWELRY, and GINNY BEA  
PROPERTIES,

Plaintiffs/Counterdefendants-  
Appellees,

v

CAROLE PERKINS,

Defendant/Counterplaintiff/Cross-  
Plaintiff-Appellant,

and

JEFFREY PERKINS,

Defendant/Cross-Defendant.

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UNPUBLISHED  
December 18, 2003

No. 242634  
Wayne Circuit Court  
LC No. 01-107842-CK

Before: Schuette, P.J., and Murphy and Bandstra, JJ.

PER CURIUM.

Defendant Carole Perkins appeals as of right from a circuit court judgment, following a bench trial, adjudicating her liable for promissory notes that she cosigned with her husband. We affirm.

Defendant does not dispute that she cosigned with her husband promissory notes agreeing to repay an indebtedness to plaintiffs. She argues, however, that she may not be held liable for the promissory notes because she did not receive separate consideration for agreeing to repay the indebtedness. We disagree.

A woman is empowered to enter into a joint contractual obligation with her husband and be held liable thereon, even if she does not receive separate consideration. MCL 557.26(2);<sup>1</sup> *Binne v Bench*, 302 Mich 327, 329; 4 NW2d 674 (1942)(consideration need not benefit the married woman nor her estate, including where joint contract is for repayment of a personal loan made to husband); *Kies v Walworth*, 250 Mich 34, 37; 229 NW 519 (1930); *Manufacturers Nat'l Bank v Pink*, 128 Mich App 696, 700; 341 NW2d 181 (1983); *Michigan Nat'l Leasing Corp v Cardillo*, 103 Mich App 427, 435; 302 NW2d 888 (1981). The Supreme Court in *North Ottawa Community Hosp v Kieft*, 457 Mich 394; 578 NW2d 267 (1998), held that the statutes variously described as the married women's property act, MCL 557.21 *et seq.*, were not abolished by Const 1963, art 10, § 1. In *North Ottawa*, the defendant was not liable for her deceased husband's debts, i.e., medical bills, where she did not contract for his care, nor agree to guarantee payment for his care. Here, defendant executed the promissory notes. The *North Ottawa* holding did not nullify the legal proposition that a woman is empowered to enter into a joint contractual obligation with her husband and be held liable thereon, even if she does not receive separate consideration. The circuit court did not err in ruling that defendant was obligated on the promissory notes despite the lack of consideration flowing to defendant.

Affirmed.

/s/ Bill Schuette

/s/ William B. Murphy

/s/ Richard A. Bandstra

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<sup>1</sup> MCL 557.26(2) provides:

A married woman may enter into a written contract giving a general guarantee obligating her personally for the debt of another person, including the debt of her husband. If the married woman signs such a written contract, a judgment rendered for payment of the debt may be satisfied out of any of the separate property of the married woman . . . , whether or not the separate property derives a benefit from the general guarantee.