

RUPHINA G. SODATONOW, by and through her husband, JOSEPH A. SODATONOW, Appellant,  
v. AGIP CORPORATION, by and through its general manager, V. F. ARENA, Appellee.

APPEAL FROM THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT,  
MONTSERRADO COUNTY.

Argued May 13, 1968. Decided June 14, 1968.

1. Where an adequate remedy lies at law or in equity, an action for injunctive relief will not be entertained.
2. When a married woman sues or is sued in connection with a business enterprise in which she is engaged under her own name, it shall be brought in her name as a *femme sole*.

Notice was served upon plaintiff by defendant to vacate a gas station operated under a certain agreement, claimed by defendant to have been violated by plaintiff, and subject, therefore, to cancellation. Plaintiff obtained a temporary injunction, in a suit brought as a *femme covert*, though the contract had been signed by her as a *femme sole*. Defendant brought a motion to dissolve the temporary injunction, which was granted, and from which the plaintiff appeals. The *judgment* was *affirmed*.

*Joseph F. Chesson* for appellant. *J. C. N. Howard* for appellee.

MR. JUSTICE WARDSWORTH delivered the opinion of the court.

Defendant-appellees contend that plaintiff-appellant violated a contract, and thereby forfeited her rights to operate a gas station, as agent, in the employ of defendant, and because of the alleged breach of contract, defendant had the rights under the said contract to re-enter and repossess the said gas station. The plaintiff, having been

required by letter from the defendant to surrender the said gas station, applied for a writ of injunction against her principals. We deem it expedient to quote counts one and two of plaintiff's complaint:

"1. That on the 25th day of August, 1965, in the City of Monrovia, plaintiff and defendant executed a dealer contract by the terms of which plaintiff became agent of defendant and in that capacity plaintiff was required to operate defendant's gas station and sell and distribute petrol supplied by defendant subject to specific terms and conditions therein contained and set forth, as appears more fully by a copy of said contract hereto attached and marked exhibit 'A' as part of the complaint.

"2. And also plaintiff complaining further says, that notwithstanding the unequivocal language of clause 9 (a) and (d) of exhibit 'A' above, and without legal notice or court action, defendant wrote a letter to plaintiff on the 29th day of August, 1967, canceling said contract, contrary to the terms of the agreement aforesaid, allegedly because of the nonpayment of a due and owing amount of money and 'not complying with the instructions of the company concerning general station routine,' etc., when in fact, defendant showed no relevant instructions with which plaintiff failed to comply; and said defendant, on the 21st day of August, 1967, instituted an action of debt against plaintiff to recover the unpaid controversial amount in the Law Division of this court, to which action plaintiff invites the judicial attention of this court, all of which acts of the defendant are contrary to the plain rules of honesty and the sanctity of contractual obligations. See the attached exhibit 'B' as part of this complaint."

The plaintiff's complaint is dated September 13, 1967, and the judge's order granting the issuance of the writ of injunction against the defendant in these proceedings is also dated September 13, 1967.

Defendants having been duly summoned appeared according to law and filed their answer. Accordingly, defendant, having filed a verified answer to plaintiff's complaint, moved the court for dissolution of the injunction and the motion for dissolution having been granted, plaintiff excepted and prayed an appeal to this Court for a review and final determination thereof. Plaintiff has presented one count with some substance.

In connection with the allegation of defendant as contained in count one of his answer, our statute is clear on the point that a woman, as in this case, suing in connection with a business carried on in her own name, must do so under her name.

"When a married woman is a party her husband must be joined with her except when the matter is between her and her husband or when she sues or is sued in connection with a business or enterprise in which she is engaging under her own name in accordance with the provisions of section 45 of the Domestic Relations Laws. In no case shall it be necessary for her to appear by guardian." Civil Procedure Law, 1956 Code 6:111 (in part).

In the trial judge's ruling, the concluding part thereof reads:

"Coming to the point raised by the defendant with respect to the institution of this suit by plaintiff as a femme covert, whereas the contract executed was done by plaintiff as a femme sole, we have addressed our attention to the contract marked exhibit 'A,' to ascertain how it was really executed. This document reveals the fact that plaintiff in entering upon said agreement did so in her own right in keeping with the provision of our statute; her husband was no party to said instrument; he only witnessed her signature as one of the attesting witnesses."

This ruling is in consonance with the provision of the statute and is, therefore, sustained. Continuing, the trial judge in his decree dissolving the injunction said further:

“While it is true that injunction will restrain or enjoin a trespasser from doing either what is being done, or what is about to be done, yet injunction will not lie to dispossess or repossess anyone of lands, goods, or chattels alleged to be held in violation of a valid contract. Exhibit ‘A’ discloses the fact that plaintiff and defendant executed a contract upon certain terms and conditions by mutual consent. If, as plaintiff contends, defendant violated certain terms and conditions set forth therein, there lies an adequate remedy for breach of the contract. On the other hand, where after the execution of said instrument, the aggrieved party discovers that fraud was practiced, a bill in equity for the cancellation of that document would invariably lie, but not an action of injunction. It should be remembered, in the first instance, that where there is adequate remedy at law, equity will not afford relief. As we have said, there lies an adequate remedy at law for the violation of contract and agreements. Aside from this, it should be remembered that an action of injunction is not a possessory action, nor will contractual obligations be entertained and determined in injunction proceedings.”

This ruling of the trial judge in this case being legally sound should not be disturbed.

Therefore, in view of the foregoing, after having carefully perused the records in this case, we find ourselves fully in agreement with the trial judge’s ruling. The said ruling is hereby affirmed, with costs against the appellant. And it is hereby so ordered.

*Affirmed.*