

gress for the division or sale of the real estate of John McFaddon, deceased." This order was signed by Williams and wife, and constitutes, as the complainants insist, an equitable mortgage on the property then intended to be sold, and forasmuch as the proceedings for the sale then in progress have been discontinued by direction of Mrs. Williams, they pray that said property may be sold by a decree of this court, and their claim paid out of the proceeds, and for general relief.

The defendants, Williams and wife, in their answer, whilst they admit that the furniture in question was purchased by the husband, expressly deny, "that the wife had any part in the making of said purchase, or had, in fact, any knowledge of the same, until after it was made, or that they, or either of them, did make to the said complainants any such statements and representations as are charged in the bill, or did obtain the credit or the purchase, or any part thereof, on the faith of such statements and representations." "But on the contrary, they aver that the furniture was sold and delivered by the complainants to the husband on his individual credit, was charged to him and the account therefor rendered to him alone, and that complainants received his individual promissory note therefor."

The answer admits that proceedings were contemplated at one time to sell certain property, a portion of the separate estate of the wife, and in the expectation that it would be sold, and the proportion coming to her would be more than sufficient to pay the complainants' claim. She, upon the application of her husband and of the complainants, did consent that it should be so paid, and did sign the order referred to in the bill. But that it was subsequently agreed that said property should not be sold, and that she has since exchanged her interest therein for another piece of property owned by one of her co-heirs. That she only intended that complainants' claim should be paid in the event of a sale of the property and her share of the proceeds thereof paid to her.

She denies that the furniture, or any part thereof, ever came into her separate possession and control, and avers, that long before the filing of the bill, (which was on the 5th of March,