

1846,) a part thereof was taken and sold under an execution for the individual debts of her husband, and that the residue has been disposed of by him in payment of his individual debts, and she insists that, inasmuch as the order on the attorney was given for the individual debt of her husband, and without consideration being received by her, she is not bound by it.

It appears, by an exhibit returned with one of the commissions, that the bill for this furniture was rendered against John H. Williams alone, and it is in evidence, from the letters of the complainants, returned under the same commission, that he gave his individual note for the money, which the complainants procured to be discounted at one of the banks in Baltimore. And in the whole series of letters from the complainants to the said Williams, from November, 1844, to February, 1845, nothing is to be found indicating an impression on the part of the complainants that Mrs. Williams was responsible to them for their claim.

Not only in the letters, between these dates, is there nothing from which it can be inferred that the complainants trusted Mrs. Williams, or looked to her separate estate for satisfaction, but it is manifest from their letters to Williams, of the 8th of March, 1845, that the credit was given to him, upon the faith of representations which he had made to them with regard to his property. That letter is in these terms:

“BALTIMORE, 5th March, 1845.

To J. H. WILLIAMS,

*Sir*—In reply to your letter, dated the 28th of February, I have to state, that if you do not forthwith pay your note, now due to Tarr & Blass, I will commence a criminal prosecution against you for swindling. You will well recollect that you came to our warerooms, and represented yourself to be the owner of a fine farm in Harford county, which you had recently purchased, and for which you had paid \$16,000, and that you had ample means to pay for all your purchases. It was under these representations of yours to me, that you obtained such credits. I shall wait four days, (until next Monday,) for your reply to this, after which period, in the absence of some satisfactory