

in legal form, he will not be discountenanced by the Court, when seeking to redeem, because of the inadequacy of the price paid by him. Where, under such circumstances, he runs the risk of buying a worthless title, he will be allowed the benefit of his purchase, if it results advantageously.

[The bill in this case was filed upon the 7th of August, 1849. It alleges that Gustavus R. Barber, being seized of a tract of land called "the President," lying in Anne Arundel County, and of certain lots in the city of Annapolis, executed to Ann Ridgely, now deceased, a mortgage of the said property, by deed dated 10th January, 1840, to secure the sum of \$2,000, due by him to her. That on the 20th of January, 1840, the said Ann Ridgely assigned the said mortgage to David Ridgely, by deed of that date, reserving to herself the interest accruing on the said debt, which was still to be paid to her, as provided in the original mortgage. That David Ridgely being about to borrow \$2,000 from the Farmers' Bank of Maryland, in order to induce Robert Welch, of Ben., and John W. Whittington, to become endorsers on his note in bank for that amount, conveyed the said assigned mortgage and debt to the said Welch and Whittington, by deed dated 4th September, 1840, in trust to hold the same as security to them from any loss by reason of said endorsement, and in further trust to apply the moneys which might be received by them under said assignment, after satisfying the life estate reserved, as aforesaid, to Ann Ridgely, to the payment of the said note, and the residue, if any, to the said David, and in further trust, to reconvey the same if the said David should pay the note. That the note thus endorsed was discounted by the Bank, on the 8th of September, 1840, and renewed from time to time until the 5th day of June, 1842, when it was protested for \$1,550, the sum of \$450 having been paid on account thereof by the said David. That at the October Term, 1843, of Anne Arundel County Court, judgments were recovered against the said Welch and Whittington by the Bank, for the balance due on said note—the said David having left the State of Maryland. That after the protest of the said note, the said David, on the 27th day of December, 1842, assigned, in writing, to George E. Franklin, all his remaining