

payment of the said note—the said endorsers to suspend proceedings under the mortgage. That Barber assigned the said sum, and Sinclair gave Taylor his note for the same, and executed to him a mortgage of the farm to secure its payment, dated 28th August, 1843. That Taylor, on the 10th of January, 1834, delivered to the Bank his note, endorsed by Welch and Whittington, for the full amount due on the note of the said David Ridgely, and had the Bank's judgments against Welch and Whittington entered to his use. That a balance is now due upon Taylor's note to the Bank. That Sinclair has long since paid Taylor the amount of his note to him, and obtained a release of the mortgage. That at the time of the said agreement, Barber gave Taylor the authority to receive the rents of the house and lots in Annapolis, to save him from loss on account of the said note in bank; that Taylor received the rents for some time, and then re-delivered the said property to Barber, and that Taylor, from various sources, has long since been more than indemnified for any loss on account of said note. That on the 24th day of July, 1849, the Sheriff of Anne Arundel County offered for sale the said house and lots, under a judgment due by Barber to the A. & E. R. Railroad Company, recovered in October, 1848, when the complainant became the purchaser thereof; that he has paid the sheriff for the same, and has received from him a conveyance thereof, and entered into possession. The bill then prays that an account may be taken, to ascertain the amount due upon the mortgage to Ann Ridgely, and that upon the payment thereof by the complainant, the said mortgage, and the several assignments thereof, may be released to him, and the judgments against the said house and lots be entered satisfied, or that the property may be sold by this Court, and the proceeds brought in for distribution among those entitled, and for further relief.

The defendants filed their answers, the purport of which sufficiently appears from the Chancellor's opinion.]

---

THE CHANCELLOR :

The pleadings in this case are voluminous, and present a