

had passed his several notes therein recited. The mortgagor covenanted to pay the state and city taxes on each of these mortgage debts, and the insurance upon the property secured by them. The bill then alleges the failure of the mortgagor to pay, according to the terms of the mortgages, and states that the defendant, Mason, on the 11th of March, 1847, assigned his equity of redemption, in the property thus mortgaged, to the defendants, the White Hall Company, by deed of that date. It then prays for a sale of the land, &c.

The answer of Mason admits the execution of the mortgages, as charged in the bill, and the assignment of his equity of redemption to the White Hall Company, and then prays to be dismissed, &c.

The answer of the White Hall Company was filed on the 6th of November, 1849; and, after admitting the execution of the first mortgage, but requiring strict proof of the amount due thereon, proceeds as follows: "As to the second mortgage mentioned in the said bill of complaint, as having been executed on the 9th of October, 1848, this respondent admits the execution by the said Mason, of the said last mentioned mortgage, and of the promissory notes intended to be secured thereby; but this respondent denies that the said complainants, or either of them, or any one on their behalf, ever loaned, or paid to the said Mason, or to any one on his behalf, any part of the money mentioned in said second mortgage, and intended to be secured thereby, but, on the contrary, this respondent charges and avers, that the sum of \$6,000, and the interest thereon, was reserved and demanded by the aforesaid complainants, of the said Mason, as additional compensation to them for loans of money, made by them, to the said Mason, upon which said loans, they were also to receive the full amount of interest allowed by law in the State of Maryland, and that the whole amount legally due to the complainants, upon both the aforesaid two mortgages, is fully covered by the first mortgage hereinbefore mentioned, if even that sum be due, and that the said complainants paid no legal consideration for said second mortgage, and that they are not entitled to receive the