

interest in the said mortgage, arising, as he alleged, from the payment by him of the said \$450 on account of the said note, to secure a debt due by him to the said Franklin—the said Welch and Whittington assenting to said assignment. That Barber properly paid Ann Ridgely the interest reserved in the assignment to David Ridgely, until her death, which took place in 1845; and the complainant insisted that the said assignment to Franklin, for various reasons, carried with it no substantial interest in the said mortgage. That the said tract of land, called “the President,” had been purchased by Barber from trustees in Chancery, on the 19th of October, 1838, and that, at the date of the mortgage to Ann Ridgely, there remained due by Barber to the trustees a portion of the purchase-money. That the trustees recovered a judgment in Anne Arundel County Court against the said Barber for that balance, and on the 12th day of April, 1842, the said land was sold by the sheriff, to satisfy said judgment, to Ezra Sheckell, and the said Sheckell was substituted as purchaser under the decree, with the consent of Barber. That it was then agreed by parol between Barber and Sheckell, that the latter should sell the land, and after paying himself all debts due to him by Barber, and the amount of the purchase-money to be paid to the sheriff, that the residue should be paid to Barber. That the trustees conveyed the land to Sheckell, and that Sheckell sold the same to Robert Sinclair, Sr., and after retaining out of the purchase-money the amount due to him by Barber, and the amount paid by him to the sheriff, there remained of the purchase-money the sum of \$1,607 81, with interest, which Sinclair was directed to pay to Barber when it became due; but which, the complainant alleges, was properly payable to Ann Ridgely and her assigns, and should therefore have been applied to the payment of the note of David Ridgely in bank, and then to the payment of Franklin’s debt. That Welch and Whittington, fearing that they would be compelled to pay the said note, were about to foreclose the mortgage to them, when Lemuel G. Taylor agreed with them and Barber, that if Barber would assign to him the sum due by Sinclair, he would assume the