

payment of the mortgage debt; that he is to be credited with the several sums paid by him to the Bank, and that any balance which may remain in his hands after such credits are allowed him shall be applied—firstly, to the payment of what may remain still due to the Bank; and secondly, to the payment of the claim of George E. Franklin, assignee of David Ridgely. If it should appear by the accounts that the mortgage debt is not extinguished and fully satisfied by this application of the money received by the defendant Taylor, or if from any other cause the money so received should prove to be unavailable for that purpose, then I am of opinion that the property purchased by the complainant is liable and must be sold, or may be redeemed by such payment as may hereafter be determined.

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[The Chancellor then passed an order in accordance with the foregoing opinion. Four accounts were stated by the Auditor; and on the 8th of May, 1850, the Chancellor passed a decree ratifying accounts A and B, and ordering the complainant to pay to Taylor and Franklin the sum assigned them in said accounts, and the defendant Taylor to pay to the Bank the residue of the amount due on his note: and that upon the payment of the said sums, the mortgages upon the said property should be decreed to be released and the judgments entered satisfied, and the complainant should hold the said property discharged from all claim of any of the parties to the suit: and that in default of such payment by the complainant or defendant Taylor, by a day limited, the property should be sold by a trustee named in the decree.]

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FRANK H. STOCKETT, for Complainant.

A. RANDALL, for The Bank and Franklin.

McLEAN, for Taylor.