

and Thompson, on the 8th of January, 1811, made and executed the following agreement:—

“Whereas Marcus Heyland, of the City of Baltimore, merchant, being indebted unto divers persons in England, for goods and merchandise purchased of them, heretofore drew certain bills of exchange in favor of those persons respectively, upon the house of William & John Bell & Co., merchants of London, to amount of sixteen thousand pounds, sterling money, or thereabouts; which bills it is believed have been accepted, but the periods for their payment not having yet arrived, it is not known whether the said bills will, or will not, be paid at maturity. And whereas John Bell, of Petersburg, in the State of Virginia, merchant, one of the persons composing the aforesaid house of William & John Bell & Co., by his letters in behalf of himself and of his aforesaid house, bearing date at Petersburg aforesaid, the tenth day of November last, and addressed to the said Marcus Heyland, stating that he had transferred and made over all the amount due by the said Heyland for the goods which the said house of William & John Bell & Co accepted to pay on his account, to Hugh Thompson of the City of Baltimore, merchant,—did request the said Marcus Heyland to notice the same, and to account with the said Hugh Thompson, therefor, accordingly: thereby stipulating that his, the said Hugh Thompson’s, receipts or discharges of any kind should be valid against the said John Bell, or the house of William &

152 John * Bell, or the house of William & John Bell & Co., to the full amount of what the said Marcus Heyland might owe or stand indebted to the said house. Now these presents therefore witness, that in consideration of the premises before recited, the said Marcus Heyland doth hereby acknowledge himself, his heirs, executors, and administrators, to be and stand bound unto the said Hugh Thompson, his executors, administrators, and assigns, in and for such balance, or sum of money as shall or may be found to be due, or owing from the said Marcus Heyland to the aforesaid house of William & John Bell & Co., on account of the transaction before alluded to, or otherwise, to the time of executing these presents; and doth hereby covenant and agree to and with the said Hugh Thompson, that he, the said Marcus Heyland, shall and will immediately after the execution of these presents, proceed to account with the said Hugh Thompson for, and pay to him, the amount of the aforesaid acceptances, in the same manner as if it were ascertained that they had been duly honored and paid by the said William & John Bell & Co.; and the said Hugh Thompson doth hereby covenant, and oblige himself and the said house of William & John Bell & Co., in pursuance of the authority vested in him for that purpose, to allow to the said Marcus Heyland the benefit of the current exchange, on all payments made by him on the account aforesaid; and further doth hereby bind and