

any such there should be; and the language of the agreement does, as this defendant apprehends, indicate, with sufficient explicitness, that object, which only this defendant could have had any rational motive for acceding to, or the said Heyland could, with any appearance of justice or propriety, propose to him.”

And this defendant further answered, in these words: “That he does know Marcus Heyland to be insolvent, and a bankrupt; that he has reason to believe, that the affairs of the house of William & John Bell & Co. have been, and continue to be, somewhat deranged. But he is well informed, that the high and improving prices of American produce in England, in consequence of the war **154** * between that country and the United States, have greatly restored the declining affairs of that house. Defendant did receive from Marcus Heyland the sum of money mentioned in complainant’s bill. Defendant did enter into certain agreements with Heyland, as heretofore explained in this answer. That at the time the money was paid into his hands by Heyland, defendant did not expect it would be appropriated to the payment of Heyland’s creditors in England. Defendant denies, that said money was a deposit in his hands for the use and benefit of Heyland’s creditors in England.”

On the 16th of July, 1821, the defendant, John Bell, filed his answer; in which he admits, in substance, all the circumstances as set forth by the plaintiffs; and insists, that the money paid over by Heyland to Thompson, under the agreement of the 8th January, 1811, was intended to be, and should be, first applied in satisfaction of those bills drawn by Heyland.

The plaintiffs, by their petition, referring to the previous proceedings, by which it appeared, that the defendant, Thompson, had received from Heyland, (who was then dead,) the sum of £8,889 5s. 4d. sterling, for the benefit of the plaintiffs, prayed, that he should be ordered to bring that sum with interest, into Court, to be applied and distributed under the direction of the Chancellor.

JOHNSON, C., 14th December, 1822.—Ordered, That Hugh Thompson, the trustee in the petition named, bring into this Court the sum of money mentioned, on or before the 15th day of January next, or shew good cause why the same should not be brought in: Provided a copy of the petition, and of this order, are served on him before the last day of this month.

It appears that the service was made as required.

JOHNSON, C., 10th May, 1823.—On the application of the complainants, it is ordered, that on the hearing of the motion made for the purpose of compelling the defendant to bring money into