

missions, so as to let in proof on the hearing of the real merits of the case. In this case all the merits are, on this motion, at least, to be derived from the contracts; and the answer covers the whole ground over which those contracts can in any way be extended; consequently, it is in all respects co-extensive with all the real merits of the case in every shape whatever; and, therefore, the supplemental answer prayed for cannot be allowed.

* While we are in the way of removing or rejecting mat-
 ters entirely extraneous from the question now under con- **164**
 sideration, it may be well to observe, that although the letter of
 the 10th of November, from John Bell to Heyland, may be used
 between the Bells and Thompson, and shews the inducement for
 entering into the two deeds between Heyland and Thompson; yet,
 as it cannot be allowed to control or contradict those deeds, it
 must, upon the present occasion, be entirely laid aside.

Having removed from about this motion, all matters which do
 not properly belong to it, let us now see how the case stands in its
 simple and reduced form. It is this:—The trustees for all the cred-
 itors of Marcus Heyland, appointed under the insolvent laws of
 this State, together with sundry of his specified creditors, now
 move the Court to order Hugh Thompson, a defendant, to bring
 into Court the sum of eight thousand eight hundred and eighty-
 nine pounds, five shilling and four pence, sterling money of Eng-
 land, which he had received at various times between the 5th of
 March, 1811, and the 13th of September following, as specified in
 the Exhibit E, referred to in their bill. Which sum of money,
 they charge, was received under and by virtue of the last men-
 tioned of the two deeds entered into between Heyland and Thomp-
 son, the one dated on the 20th of November, 1810, and the other
 bearing date on the 8th of January, 1811. To this Thompson
 answers and admits, that the persons named in the bill are the
 creditors of Heyland, as stated, and that the two deeds were made
 and entered into as stated; but he denies, that the second was in-
 tended to cancel or supersede the first. And, after making sundry
 allegations about the true intent, and proper interpretation of those
 contracts, and his right to hold and apply the money received under
 them, to his own use, he then makes a direct answer to the bill as
 to the money which it alleges to have been received by him as
 stated in the Exhibit E, in these words: “Defendant did receive
 from Marcus Heyland, the sums of money mentioned in complain-
 ant’s bill.” And further, “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.”

The true construction of written contracts is a matter which
 belongs exclusively to the Chancellor: no parol proof can be ad-
 mitted to explain them, unless in cases of latent ambiguity. No
 such ambiguity exists in the present case. Therefore, all the facts