

the amount of the balance remaining due and unpaid on those acceptances; otherwise Heyland would not be indemnified against all demands by the bill holders, according to the express terms of this contract. The expressions in this deed, "on account of the transactions before alluded to, or otherwise, to the time of executing these presents," were intended merely to refer to the means of ascertaining the extent of Heyland's liability to the bill holders, and the amount of the funds which it was necessary should be placed in Thompson's hands, to meet that liability. The great leading object of Heyland was to provide for the payment of his own debts due to those bill holders. He had nothing to do with the transactions between Thompson and the Bells, or with the debts due from the one to the other of them. The obvious inducement of Heyland in making this provision in favor of his bill holders was, some apprehended inability of those who had thus become his sureties to them. Hence, whatever might have been the nature or design of the assignment of the claim on Heyland from the Bells to Thompson, or of any contract between those parties, that transfer, or contract, cannot be permitted to control or contradict the positive and clear stipulations contained in this deed of the 8th of January, between Heyland and Thompson.

In short, the clear and unequivocal objects of this deed, were to place funds in Thompson's hands to meet the claims of those of Heyland's creditors who should present themselves as the holders of his bills, as therein described; and to obtain an indemnity and discharge for Heyland from every part of those claims, so far as those funds would go. But Thompson does not pretend that he stands here as a creditor of Heyland, in the special character of a holder of all, or any one of the specified acceptances; he is not, by any thing that is alleged or appears, a holder of any one of the designated bills drawn by Heyland. It might be, that Heyland
168 *looked to other resources to pay the Bells any proportion or dividends which they might pay on those acceptances; and this seems plausible. But whatever may have been the intention of the parties as to any matters not comprehended in the deed, that contract, in itself, is clear and unequivocal. The fund in Thompson's hands was to be applied to the satisfaction of the demands of certain designated bill holders; Thompson is clearly and confessedly not one of them; he has, therefore, no right or title whatever to the money which Heyland had placed in his hands for his indemnification against them.

It is, therefore, ordered, that Hugh Thompson bring into this Court, on or before the fourteenth day of April next, the sum of thirty-nine thousand five hundred and seven dollars and eighty-five cents, being the value of eight thousand eight hundred and eighty-nine pounds, five shillings and four pence, sterling money of England, together with legal interest thereon from the first day