

*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 honoured 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 oblige himself to indemnify the said *Marcus Heyland* from and against all claims and demands, that may be rightfully made against him for, or on account of the said acceptances, either by the said *William & John Bell & Co.*, or by the respective holders of the said acceptances, to an amount equal to the sum which may be paid over to the said *Hugh Thompson* in virtue of this arrangement. In testimony whereof the said *Marcus Heyland* and *Hugh Thompson* have hereunto subscribed their names and affixed their seals, on the eighth day of January, in the year of our Lord one thousand eight hundred and eleven.”

It further appears, that, subsequent to these agreements, *Heyland* did, at various times, between the 5th of March and the 13th of September, 1811, pay to *Thompson*, the sum of £8889 5s. 4d. sterling; that the bills, drawn by *Heyland*, had been protested for non payment, and then remained unpaid. And it further appears, that, some short time before April, 1812, *Heyland* failed, and obtained the benefit of the insolvent laws of this State; and that *John McKim, jun'r*, and *Thomas L. Emory, jun'r*, were appointed