

While we are in the way of removing or rejecting matters entirely extraneous from the question now under consideration, 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 creditors 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 shillings and four pence*, sterling money of England, 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 mentioned of the two deeds entered into between *Heyland* and *Thompson*, 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 intended to cancel or supersede the first. And, after making sundry allegations about the true intent, and the 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 complainant’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 admitted to explain them, unless in cases of latent ambiguity. No such ambiguity exists in the present case. Therefore, all the facts relative to *Thompson’s* right and title to the money which he