

they directed to *Thompson*; what the *Bells* should not pay, *Thompson*, out of the funds received from him, was to pay.

“What *Thompson* received under this contract from *Heyland*, was £8889 5s. 4d., and his engagement was to indemnify *Heyland* from claims by the *Bells*, or the bill holders, “to an amount equal to the sum which might be paid over to the said *Thompson* by virtue of said arrangement.” We therefore consider, that if it appears, that the *Bells* paid on account of those acceptances, an amount equal to the sum received by *Thompson* from *Heyland*; and if it further appears, that *Thompson* is liable for, or has paid, on account of his engagements for the *Bells*, an amount equal to what he has received from *Heyland*, he has complied with the contract.

“The first appears to be admitted. The sums paid to the bill holders by the *Bells*, amount to a greater sum. *Thompson's* account against the *Bells* shews an amount due to him greatly exceeding the sum paid him by *Heyland*. The bills of the *Whittles* and *Tucker*, (notarial copies of which are admitted,) amount, with damages and costs, to about that sum. These bills *Thompson* had endorsed and taken up, and the *Bells* were liable to him on them, and it was for them, it appears, he entered into the liability; to them he had a right to look; and although there is an expression in one of his letters, that he meant *first* to get the money from the *Whittles*, if practicable, yet we do not think he was bound by that expression to follow the *Whittles* with strict legal diligence. There is no evidence to shew, that there has been any such engagement, or such negligence in enforcing it against the *Whittles* as should absolve the *Bells*. There are other items in *Thompson's* account, which we did not understand were objected to.

“Upon the whole, we award and determine, that neither the complainants, the original bill holders, nor the assignees of the *Bells*, nor those of *Marcus Heyland*, have any claim upon the funds received by *Thompson* from *Heyland*. And that a decree shall therefore be made dismissing their bill; but without costs. 12th February, 1827.”

A decree was passed accordingly on the 26th February, 1827.