Joseph K Roberts and
Samuel L Brooke
vs
James S Mercer

Be it remembered That on the first Monday in June being the second day of the said Month in the year of our Lord 1856 the Judges of the Second Judicial District of Maryland in pursuance of the directions of the Act of Assembly in such case made and provided Caused to be transmitted to the Court of Appeals here the Record of Proceedings of a cause which was lately depending before them in the Circuit Court for Calvert County between Joseph K Roberts Complainant and said James S Mercer defendant and wherein the said Circuit Court gave Decree for the said James S Mercer against the said Joseph K Roberts and Samuel L Brooke and from which said Decree the said Joseph K Roberts and Samuel L Brooke appealed to the Court of Appeals here the Case of which said Record of Proceedings is in Words following to Wit.

Calvert County Sct

At a Circuit Court of the Second Judicial Circuit of the State of Maryland begun and held at the Court House in Prince Frederick Town in and for Calvert County aforesaid on the second Tuesday of May in the year of our Lord 1850

Present

The Honorable Nicholas Brewer Circuit Court
Harrison Turner Esqr Sheriff
Nathaniel Dare Clerk

In the Record of proceedings of the said Court among others were the Proceedings in the

Joseph K Roberts and
Samuel L Brooke
vs
James S Mercer

Be it remembered that on the 15th day of May in the year 1855 the said Joseph K Roberts and Samuel L Brooke by Thomas G Pratt their Solicitor filed their Bill of Complaint against the said James S Mercer which said Bill of Complaint is in the words and figures following to Wit

To The Honorable N Brewer Judge of the Second Circuit Court of Calvert County sitting in Equity.

The Bill of Complaint of Joseph K Roberts and Samuel L Brooke of Prince Georges County in the State of Maryland Humbly sheweth unto your Honor And as the 19 Clear 1845 they purchased of James S Mercer of Charles County in the District of Columbia the defendant hereafter named certain parcels of Land lying and being in Calvert County in the State of Maryland and in the same day Entered into a Memorandum in writing with the said Jas S Mercer for said Land which is herewith filed with this Letter Stamp to which said Land Thereto Exhibit No 1 and prayed to be taken and considered as part of this Bill

Your Orators further shew unto your Honor

that the part of the Land which is described in the said contract as being in the possession of Richard G Mackall and for which your Orators by said Contract were to pay Six hundred Dollars per acre has been ascertained by actual survey to contain 432 acres and that the part of the said Land described in the said Contract as being in the possession of Richard Deale and for which by said contract your Orators were to pay Two hundred dollars per acre has been by actual Survey ascertained to contain two hundred and Eight acres as this your Honor is told And the Amount which your Orators contracted to pay to the said James S Mercer for said Land was Eighteen thousand six hundred and sixty dollars. That your Orators have accordingly paid of this their Bill of Complaint Exhibited No 2 the Plat of the Survey which Mercer then had of said Land Pending in the Contract containing the quantities respectively which are herein before mentioned.

Further Complaining your Orators show unto your Honor that the Contract so Entered into by them as aforesaid with the said James S Mercer only imposed upon your Orators (as they admit) the obligation to pay to the said Mercer in Cash the sum of Three thousand dollars and to execute them Bonds as soon as the quantity of acres could be ascertained by actual Survey their Bonds or Notes for the residue of the purchase money - that is to say for the equal sixth part their Bond or Note payable on the 1st day of January 1847 without interest for one other equal sixth part their Bonds or Note payable on the 1st day of January 1848 with interest from the 1st January 1847 for one other sixth part of their Bond or Note payable on the 1st of January 1849 with interest from the 1st January 1847 for one other Equal sixth part their Bond or Note payable on the 1st January 1850 with interest from the 1st January 1847 for one other Equal sixth part their Bond or Note payable on the 1st January 1851 with interest from 1st January 1847 and for the remaining Equal sixth part their Bond or Note payable on the 1st of January 1852 with interest from the 1st of January 1847 Your Orators further shew unto your Honor that after the quantity of Land as ascertained as aforesaid the said James S Mercer never demanded of them the Bonds or Notes as provided for in said Contract and that consequently they have never executed such Bonds or Notes. And they are advised and insist that the said Contract only imposes upon them the obligation to pay at the same period and in the same manner they would have been obliged to pay if said Bonds or Notes had been executed by them as provided for in said Contract. And Your Orators are advised that the said Contract imposed upon the said James