The Contract stipulates for the payment of the residue thereof in six equal annual instalments with interest on the whole amount from the 1 day of January 1847 which must seem to imply that later such instalments took in view the interest and only on that view the whole purchase money thus unpaid was to be paid and this construction must be confirmed with the legal obligation to apply the payments made to the payment of the interest. The instalments of 1848, 1849 1850 are made payable but simply with interest and without interest as aforesaid respecting the obligation to pay interest in the former part of the contract.

The two last instalments only are made payable with interest thereon as aforesaid that interest is not mentioned in the instalments. It is said with the consent of the Chancery Court that the purchaser may yet be paid by instalments to the Trustee to be taken for the payment of such instalment with interest on the whole amount unpaid at the payment of such instalment. The Complainant however admits a large amount to be due and of the Suit at Law has been to recover the payment of the purchase money the Complainant

James S Brooke and
Joseph H Roberts
vs
James S Mason

It is agreed that the written copy of order of Court granting an injunction in this cause and copy of recorded from defendant in appellee) Mason to appellants Counsel to read at the bar of this court to have the same effect as if the same had been inserted in the Record,

This agreement being been filed by the Counsel for the appellee and respondent by mutual Rules and read by him in argument this in Behalf of the appellants

Thos G Pratt for appellant.

We have recited the pleadings of this part which is a circuitous one and the Complainants might not be permitted to avail themselves of the process of the Court to embarrass the defendant in the recovery of that part. It is therefore this 12 day of September 1855 adjudged and ordered that an injunction issue to restrain the plaintiff from further proceedings in the said Ejectment until the further order of this Court on the execution from injunction Bond to be approved by the proper authority in the penalty of double the amount claimed by the Defendant with the usual condition.

The amount adjudged by the Complainants to be due must be paid to the defendant by the Court to be paid to him on or before the 1 day of the next October Term of this

Court or the Injunction or the Bond of the defendant will then be dissolved

A J Brewer Judge

Received this 29 Sept 1855 of Wm H Roberts the sum of Eight thousand seven hundred and Twenty seven dollars and two cents according to the order of the Chancery Circuit Court for Calvert County

Jas S Mason

State of Maryland Calvert County sct

I hereby certify that the foregoing is a true Copy of the order and injunction of the said process in a cause depending in the Circuit Court for Calvert County sitting in Equity in which Joseph H Roberts and James L Brooke are Complainants and James S Mason defendant. Witness my hand

(Seal) Joseph Shaw and affix the Seal of the said Circuit Court of Calvert County the 20 day of January 1857.

W L Mackall Clk of Calvert County

Whereupon as upon the Record and proceedings aforesaid and the decree given in form aforesaid as the matters aforesaid by the said Joseph H Roberts and James L Brooke alone for error assigned being seen and by the Court of Appeals here fully understood and matter deliberately thereupon had. For that it appears to the Court of Appeals that there is error in the Record aforesaid and also in the query of the decree aforesaid. Therefore considered by the Court of Appeals here that the decree aforesaid given in form aforesaid be reversed annulled and held altogether as void, and it is further by the Court of Appeals here that the said Joseph H Roberts and James L Brooke be executed against the said James S Mason for the sum of Fifty four dollars and Fifty seven cents adjudged unto the said Joseph H Roberts and James L Brooke by the Court of Appeals here in their assent for their costs and charges which they have sustained by reason of the prosecution of their said appeal for the remedy of error and upon the premises aforesaid &c

Thereupon the Court of Appeals passed their decree in the words following to wit,

James H Roberts and
Samuel H Roberts
vs
James S Mason

This appeal in this case standing ready for hearing and having been argued by Counsel for the respective parties the proceedings have since been considered by the Court, and it appearing from the Record that all matters in dispute between the parties have been settled except the question of interest and costs appeal. It is therefore this 20th day of February in the year 1857 by the Court of Appeals of Maryland and by the authority