

with the said agreement of March 8th. 1910, conveyed the real estate and leases hereinbefore described to Edwin C. Brandenburg (who represented the defendant, Rines), and John M. Woods, (who represented the Mar-Va Development Company) as Trustees, That although said deed does not set forth the conditions on which the grantees therein named hold as trustees, and although no reference is made to said Trust agreement, said Trustees therein named took the real estate therein mentioned and held the same in accordance with the conditions set forth in said agreement of March the 8th. 1910, a certified copy of which said deed is herewith filed, marked Exhibit No. 2, to be taken and considered as a part of this Bill of Complaint.

7th. That in pursuance with said agreement of March 8th. 1910. a corporation known as the Interior Marble Quarry was organized with a capital stock of \$100,000. That while said agreement of March 8th. 1910, provides that said stocks should be distributed in the manner therein set forth and that mortgage bonds in the sum of \$50,000. be issued and distributed as therein provided, yet both of the parties to said agreement namely, the Mar-Va Development Company and the said Lockwood C. Rines by mutual consent waived that part of the agreement requiring the issuance of said Bonds and distribution of said stock, and agreed that none be issued, That on account of said waiver said stock was never distributed and said bonds were never sold or issued. That your Orators (with the exception of Eleanor L. Robinson) are the same persons who composed the Mar-Va Development Company, and the same persons who subsequently organized and composed the Interior Marble Quarry. That Max Robinson, died leaving as his sole heirs at law and legatee, his widow, Eleance L. Robinson, one of you Orators.

8th. That on the 9th day of January 1913. the said Edwin C. Brandenburg and John M. Woods, Trustees, conveyed said farm of 174 acres and 93 square rods of land and the leases hereinafter referred to, to the Interior Marble Quarry, a body corporate, of the State of West Virginia, with the full knowledge and assent of the parties to said Trust agreement, and that although said deed does not set forth the Trust Agreement of March 8th. 1910, it was made for the purpose of carrying out the agreement therein contained, a certified copy of which said deed is herewith filed and marked Exhibit No. 3, That the Mar-Va Development Company in addition to paying the full amount of the purchase price for said property, expended large sums of money in the development of the Marble Quarries and the operation of said leases. That on the 4th. day of December, 1913, the Interior Marble Quarry, the successor in title to the Mar-Va Development Company, being indebted (for the balance of the purchase price for said farm and the accrued interest thereon, amounting in all to \$11,000.), to J.M. Woods, Max Robinson, (the husband of one of your Orators), Allen B. Noll and George W. Buxton in the sum of \$11,000.00 executed a mortgage on said real estate and leases in favor of the said J.M. Woods, Allen B. Noll and George W. Buxton, your Orators, and in favor of Max Robinson, the deceased husband of one of your Orators, and appointed H.H. Emmert its attorney to sell the mortgaged premises in the even of default in the payment of the principal and interest therein mentioned, a certified copy of which said mortgage is filed in No. 9581 Equity, in your Honorable Court, which is prayed may be taken and considered as a part of this Bill of Complaint.

That the Mar-Va Development Company which was financed by your Orators, expended large sums of money in the development of said Quarries. The result obtained were unsatisfactory, and the enterprise proved so much of a failure that the Interior Marble Quarry and its successors in title were unable to pay the interest due on said mortgage and the principle there, when the same became due and payable, the result being that foreclosure proceedings were instituted in your Honorable Court and the real estate and leases mentioned and described in said mortgage were on the 17th day of February, 1917, sold by the said H.H. Emmert, Attorney to your Orators, the Mortgagees at and for the sum of \$13,012.63, the said sale was reported to and finally ratified by your Honorable Court on the 29th. day of March 1917, all of which will appear by reference to the proceedings filed in No. 9581 Equity, and that your Orators have entered into possession of said land by virtue of said purchase, and have received a deed for said land from the said H.H. Emmert, Attorney, a certified copy of which said deed is herewith filed and marked Exhibit No. HH. E. and prayed to be taken and considered as a part of