

this Bill of Complaint.

9th. That in said agreement of March 8th. 1910, between the said Lockwood C. Rines and the Mar-Va Development Company it was agreed that all sums of money actually advanced by the Mar-Va Development Company in the purchase of the real estate and leases together with any actual and necessary expenses that may be thereafter incurred shall be first repaid out of any moneys received by the new corporation when organized and shall be deemed a first lien on the land, to the extent of the sums so advanced in and about the purchase which was understood to be approximately \$5,000.00 as an initial payment ~~and~~ a deferred payment of about \$9,000.00; That the Mar-Va Development Company and its associates expended the sum of \$14,839.40, in the purchase of said real estate and leases and in addition thereto expended the sum of at least \$15,000.00 in developing said quarries, which said sum was by the agreement of March 8th, 1910, a first lien on said land and leases. That the said Mar -Va Development Company and the said Interior Marble Quarry never received any income or profits of any kind from said quarries, the same being operated at a considerable loss and expense. That on account of its inability to develop and operate said quarries the Interior Marble Quarry was unable to sell the bonds mentioned in said agreement of March 8th. 1910, and unable to procure any additional funds and finally abandoned the development of said quarries. That all of the bonds and stocks mentioned in said agreement of March 8th. 1910, intended to be issued by said Interior Marble Quarry are absolutely worthless and of no value whatever. That since the sale of the real estate and leases in the foreclosure proceedings did not realize sufficient to pay the first lien on said land and leases and that said Lockwood C. Rines has no interest whatever in said real estate and leases.

10th. That the said Lockwood C. Rines refuses to release his claim to said real estate and leases and threatens to harass and annoy your Orators and embarrass them in the enjoyment of the possession of their property, and on account of said unfounded and unjust refusal a cloud is cast upon the title of your orators to said property, and their peaceable and quiet enjoyment of the same is greatly interfered with and vexatious litigation is liable to ensue. That for the defendant to refuse to release his claim to said property is most inequitable and unjust and a fraud upon the rights of your Orators. That the Plaintiffs have title to <sup>and</sup> the possession of the property and the plaintiffs have no adequate remedy at law.

11th. That the Interior Marble Quarry had not, at the time of the execution of the mortgage deed hereinbefore mentioned from it to the said J.M. Woods, Max Robinson, Allen B. Noll and George W. Buxton dated December 4th. 1913, conveying the real and leasehold estate above recited, any creditors adversely affected or injured by said mortgage deed, and has not had, since the date of the execution of the said mortgage deed, and has not now, any creditors, without actual notice of said mortgage deed, adversely affected or deprived of their rights in any manner whatever by said mortgage deed, so that title to said mortgage real and personal property acquired under said mortgage foreclosure proceedings and deed of said H. H. Emmert, the attorney named in said mortgage deed, is good as against the said Interior Marble Quarry and any of its creditors; and your Orators are advised that your Honorable Court will ascertain and decree the same so as to remove any cloud from the title of your Orators, who find their title under said foreclosure proceedings affected injuriously by allegations and doubts to the contrary, and thereby quit and confirm the title of your orators. And your Orators pray for the following relief:

(1) That your Honors will by a decree of your Honorable Court declare that the defendants have no right, title or interest in the real estate and leases mentioned and