

the North West Quarter; and the South East Quarter of the North West Quarter. All in Section Nine, Township Eight, of Range One West, and being a part of the same lands as was conveyed to me by John Wohner on April 15th 1908 as is evidenced by deed recorded in record book No. Q. Q. Q. at page 67.

We hereby retain the crop for 1921, which is now on the place.

We hereby agree to pay the taxes for the year 1921.

This being the same land conveyed to us to W. H. Bradley and Annie Lee Bradley by deed of January 23rd 1917 A.D. and duly recorded on 24th day of January 1917 in the Chancery Clerk office at Canton, Miss.

We also intend for this deed to cover the following described personal property to wit:-

One Grey Horse Eight years old name Willie, One Black Horse Seven years old name Rowdy, and also One Iron wheeled wagon, also one Thomas Crown Mowing Machine, also One Day Rake, and also all plow tools and Harness. And also the Stock in the Federal Land Bank, being \$90.00.

A vendors Lien is hereby retained for the sum of \$3200.00 until said amount is satisfied.

Possession will be given the purchaser on or by September 2nd, 1921.

Ellis E. McCoy,
Nellie McCoy

State of Mississippi,)

County of Madison)

This day personally appeared before me a Notary Public in and for said County and State, the above named Ellis E. McCoy and wife Mrs. Nellie McCoy, who acknowledged to me that they signed and delivered the above and foregoing deed of conveyance on the day and year therein named and for the consideration therein expressed.

Given under my hand and official seal this the 2nd day of August 1921. A.D.

H. G. Goodloe, Notary Public.
My commission expires May 9th, 1923.

IN THE CHANCERY COURT OF MADISON COUNTY, MISSISSIPPI

Filed for record on the 5th day of August 1921.

NO. 7079

E. W. BARNES, ET AL

VS

W. W. CUNNINGHAM, ET AL.

Recorded on the 6th day of August 1921.

This cause coming on to be heard upon all the pleadings and the depositions of Mrs. Della S. Priestley, taken and introduced at the hearing, and the testimony of witnesses before the court at the hearing, and the court having heard the testimony at the hearing, at the regular May Term of said Court, and with the consent of all parties, said cause was taken under advisement to be decided in vacation.

And the Court having considered all the testimony offered is now of the opinion that the testimony fully established the facts that a common law marriage existed between Bettie Hart and Joe Hart, and that the said Bettie Hart and Joe Hart, and that the said Bettie Hart and Joe Hart had resided together for over forty years as man and wife, and that under the common law, they were man and wife at the date of the death of Joe Hart which took place about the day of February 1909; that at the death of Joe Hart, he was the owner in fee simple of, 34 acres off of the North side of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 1, T. 8, R. 2, East, lying in Madison County, State of Mississippi, and being the land involved in this suit and that the said Bettie Hart, as the widow of Joe Hart, and his only heir at law, inherited said land from Joe Hart and became the owner in fee simple of said lands at the death of Joe Hart.

The Court doth further find that the said Bettie Hart and her assigns, Eva Collins and W. W. Cunningham, have remained in the continual, open, actual, notorious, adverse possession and occupation of said lands, claiming the same as against the complainants in this cause and against the world, continually since the death of the said Joe Hart, and that the said W. W. Cunningham is now in the open, notorious, adverse possession of said lands, claiming to be the owner of same under his purchase from Bettie Hart, April 15th., 1920.

The court doth further find that the said complainants, E. W. Barnes, Frank Brown, Henry Hart, and Alice Leonard, and neither of said complainants have any right, title or interest or claim whatsoever in said land and are not entitled to recover in this suit.

It is therefore ordered, adjudged and decreed by the court that the complainants take nothing by this suit; that the said Cunningham is hereby declared to be the owner of said land as against all of the said complainants, and that the said complainants bill be dismissed and that complainant pay the cost of this suit, for which execution may issue.

Ordered, adjudged and decreed by the Court, the Chancellor in vacation this the 30th day of July 1921.

V. J. Stricker, Chancellor.

\$1.10 fee paid.
