DECREE OF AUGUST 16, 1946 IN MINUTE BOOK NO. 52, PAGE 67

JOSEPH J. STEPHENS, ET AL )
)
) IN CHANCERY COURT
VS. 61082 )
) PART TWO
)
MRS. CORA CROUCH and ) AT NASHVILLE, TENNESSEE,
)
husband, EVERETT CROUCH, )

The above styled cause was, on this and former days of the term, heard before Chancellor Wm. J. Wade, upon the pleadings, proof and exhibits filed herein; upon consideration of all of which the Court is of the opinion that the allegations of complainants' bill are not sustained by the proof and the applicable law of the case, and that the allegations of defendants' cross-bill are sustained, in that Mr. G. W. Stephens, now deceased, made a parol gift in 1923 of the southerly fifteen acres of his 43-3/4 acre tract to his daughter, Mrs. Cora Crouch, and that pursuant to, and in reliance upon said gift, the defendants Mrs. Cora Crouch and her husband, Everett Crouch, built a home on said 15 acre tract in 1927, and made valuable improvements thereon, and have continuously resided in said house since its completion in 1927, and were in possession of said dwelling for more than seven years prior to the death of the parol vendor, G. W. Stephens, and there was no repudiation of said gift during the life time of the said G. W. Stephens.

The Court is of the opinion that the right of a parol vendor, or donor, to repudiate the parol sale, or gift, accrues immediately upon making it. Where the parol vendee, or donee, enters into possession with the knowledge of the parol vender, or donor, claiming adversely to him and all the world, Sec. 8584 of the 1932 Code applies. Said section is as follows:

> "No person or any one claiming under him, shall have any action, either at law or in equity, for any lands, tenements or hereditaments but within seven years after the right of action has accrued."

This section applies to all of the land embraced in the parol gift whether those under inclosures or not. The statute runs against