upon the trusts limited by these presents, to every effect, as if part of the originally above granted and conveyed premises - That said Trustees shall and may from time to time invest all moneys that may come to their hands by virtue of these presents in such stocks or estate, real or personal or otherwise, as they shall deem expedient, and as said Amelia shall approve and so testify by any writing under her signature - That in default of conveyance disposition or appropriation or appointment as aforesaid or so far as said Amelia shall have made none in the premises, the above granted premises shall after the death of said Amelia, be held by said Trustees for the use and benefit of said Henry Groverman, during his life and from and after his death, for the use and benefit, and as the property of, the children and their descendants, living at said Henry's death of the marriage of said Henry and Amelia and their heirs executors and administrators, descendants taking per stirpes, and in default of such children or descendants that the premises shall be deemed the absolute property and estate of said Henry, and his heirs - In Testimony whereof the said Henry and Amelia have hereto set their hands and seals the day and year first above written.

Henry Groverman (Seal)
Amelia Groverman (Seal)

Signed sealed and delivered in presence of - T. L. Browne G. W. Ball. -

State of Indiana Vigo County, to wit: I Elisha M. Huntington, Judge of the Circuit Court of the County of Vigo aforesaid the same being a Court of record and of law of the State and County aforesaid, do hereby certify that on this seventeenth day of April, in the year, eighteen hundred and forty before me, appear Henry Groverman and Amelia H. Groverman his wife, and before me acknowledged, and as their act and deed acknowledged the aforegoing Indenture or instrument of writing said Amelia having signed and sealed the same before me, and out of the presence and hearing of her said husband, and I being satisfied by oral Testimony on oath before me given, that the persons so acknowledging, are the persons named and described as and therein professing to be, the grantors or bargainors in and by said indenture - And the said Amelia, being by me privately examined separate and apart from, and out of the presence and hearing of her said husband, whether she did execute, and does acknowledge said Indenture willingly and freely, and without being induced thereto by fear or threats of, or ill usage by, her said husband, or fear of his displeasure, answers and declares that she did so execute, and does so acknowledge the same as witness my hand, the day and year above written. -

E. M. Huntington

State of Indiana, Vigo County to wit: I Charles T. Noble, Clerk of the Circuit Court of said County, do hereby certify that Elisha M. Huntington, who has signed the aforegoing certificate of the acknowledgment by Henry Groverman and Amelia H. his wife, of the aforegoing Indenture, was at the time of the execution and acknowledgment of said Indenture Judge of the Circuit Court of said County (the same being a Court of record) as in said certificate he has styled himself - In witness whereof I have hereto set my hand and affixed the seal of my office as clerk aforesaid this seventeenth day of April (Seal) in the year eighteen hundred and forty. -

C. T. Noble.

In Testimony that the aforegoing is a true copy from the original filed to be recorded, in the office of the Clerk of Baltimore County Court, on the 28th day of April 1840, at 15 minutes before 12 o'clock M. - I have

hereto subscribed my name and affixed the seal of said Court, this first day of (Seal) July 1840. -

Thos. Hall, Clerk of Balto. Coty. Court.

On which petition the Chancellor passed the following order. -

In Chancery 27th. July 1840. -

Ordered the foregoing petition be and the same is hereby dismissed with costs to be taxed by the Register. -

Theodorick Bland, Ch.

And afterwards to wit, on the 6th day of September 1841 the Chancellor passed his Decree in the said cause in the words following to wit:

Groverman and wife. - vrs. Diffenderffer and others. -	In Chancery In Term 1841 - This case standing ready for hearing and having been submitted on the petition filed on the first instant, without argument the proceedings were read and considered - Where

two or more file a bill of complaint or where a husband and his wife together file a bill of complaint, it is conceived, that all the allegations of fact contained in such a bill are to be received as true so far as they give rise to any principles of law or Equity as between such plaintiffs only - The doctrine of the wife's equity it is understood does not relate to a wife's free hold or any other legal estate in land, but comprehends nothing more than her mere choses in action and equitable interests, which her husband then comes into a Court of Equity to recover; and that the amount of such property to be settled on her must be determined by the Court with or without his consent. These plaintiffs Groverman and wife, in their bill state, that the object and effect of the conveyance in trust according to their understanding and consent were to secure to her the use of her estate so as to preclude the possibility of its being involved for his liabilities, and to leave to her the absolute power of disposing of it in any form by Will or otherwise in favor of him, her husband, or of any one else, whereupon they prayed that the amount due might be brought into Court invested, and settled in trust according to their original intention - These allegations and admissions in the absence of any kind of proof to the contrary, it is presumed to be now safe to act upon, at least as relates to the plaintiff Henry Groverman since they clearly amount as regards him, to an admission, that the whole of his wifes choses in action may be settled upon her; and moreover, that the settlement of her whole estate should be so made as to preclude the possibility of its being involved for his liabilities - But to leave her the absolute power of disposing of her estate by Will or otherwise to him, or to any one else would, in effect, by leaving her wholly unprotected from the undue influence of her husband, be to leave her estate indirectly through his influence, totally unguarded against his liabilities - Upon the whole therefore it is conceived, that there can be no other mode of effectually attaining those objects, so distinctly admitted by him, and so indispensably necessary for the safety of her, who, as shewn by the case is of a character to yield to the most grossly unjust influence, than by a settlement of her whole estate, including the whole of her choses in action, upon the ground of his consent so given in the bill, as directed by the decree of this Court of the 15th of January 1838; and particularly so, when it is recollected, that even under such a settlement he may be permitted by her to spend the income of her estate, without being at all accountable therefor - and it now appearing from the opinion and decree of the Court of Appeals of the 20th. of January 1840, as explained by the opinion and decree of that Court, of the 2d. of July 1841 that the decree of this Court of