The Pleas filed in the above cases are Cross Pleas. In the one Eleanor and the other Complainants allege themselves to be widows of Henry Cromwell & their Pleas to set aside as voluntary and fraudulent against them a deed executed by the said Henry Cromwell the husband of the said Agnes to her for the consideration of love and affection for her and the better to provide for her support and maintenance.

In the other Plea Agnes P. Cromwell alleges that the two considerations for the said deed were and intended love and affection & as above stated, but that it was executed in consideration of marriage between her said husband and herself and of the relinquishment of her right of dower in and to the Real Estate of the said Henry and that there was a [illegible] in the said deed of the two considerations thereof and she prays that a new deed conveying the property described in the said deed to her and reciting the two considerations therefor may be executed under a Decree of this Court. Upon the cases had been heard together and of the Complainant Agnes P. Cromwell in Chancery to the effect that she as the Complainant in the other case prays be defaulted and their Plea will be dismissed. A very large portion of the Evidence produced by the Complainant Mrs Cromwell has been offered for the purpose of proving that her husband before her marriage with him entered into a Parnuptial contract with her by which he agreed in consideration of his marriage with him to settle upon her a large and valuable part of his Estate. This Evidence I deem altogether unimportant to the decision of the question presented in her Plea because it does not tend to impeach the performance of that contract by requiring him to settle that property upon her but to establish her title to a different portion of his Estate and to prove of such a Parnuptial contract as is alleged was made it was at the testimony shows a abandoned after the Marriage and designed for the purpose of enabling him to set up her right of dower in his property. The consideration

upon which her claim to relief is to be sustained is that she agreed to relinquish the fee tail right of dower that she claimed in the land conveyed by her husband to his sons as mentioned in the proceedings in consideration of the conveyance to her of the property described in the said deed by his said sons to whom he had transferred it, I am of opinion that the Evidence proves clearly that it was to secure the title to the property described in that deed in consideration of her relinquishing all claim of dower in the property which had been so conveyed by her husband to his said sons. It is true that she relinquished this right of dower, they conveyed the property to him but so much as the consideration for the conveyance moved from her in Equity the land of the property must have revert to her.

The deed afterwards executed by him to her for love and affection does certainly embarrass her title and cast a shade upon it when disputed by Creditors. But of the consideration that induced him to execute and deed to her was her relinquishment of her said right of dower as above stated and of through his mistake or misrepresentation in regard to the amount of his debts or his ability to pay them in his statement to the conveyancer by whom the deed was drawn he was induced to insert the consideration recited in the deed instead of the true one & certainly would not be consented with Equity that she should be deprived of the property. Isaac Clark one of the Witnesses proves that the was the consideration for the conveyance to him. Mr Cromwell informed the Mr Thompson the conveyancer as to testifies that Mrs Cromwell was fully entitled to dower in Real Estate that he had conveyed to his children for which he had received no consideration and that in consideration of his thus making the conveyance to her she would relinquish her right of dower in that land. That there was other consideration and the reason why it was not inserted by Mr Thompson in the deed instead of love and affection for which he testifies. He suggested to Mr Cromwell an objection to the