

Memorandum is an equivalent or compensation for the provision agreed upon - Whereas in fact the amount of the bond is equal only to one third of the provision, and of course no man in his senses would have accepted it as an equivalent - Whereas also, the bond was given for an entirely different and an ample consideration, and for that consideration alone; viz for discharging him, at his own request, from accountability for property, part of my wife's estate, sold or agreed to be conveyed by him, the value of which is not less than \$20,000 as I verily believe - Whereas also, the bond being thus given upon the execution on the 14th day of May 1817 of a deed of release to him by my wife and myself (which he did not fail to obtain after the coming of age) became instantly my property by force of law, and had neither connexion with nor relation to the subject matter of the within written instrument or to the provision agreed to be made in consideration of my marriage and of the provision agreed to be made on part of my Father, which provisions were agreed upon before my marriage - and therefore the said bond ought not to be in any wise confounded with the same nor to be brought into view therewith.

Because The provision agreed upon and made by my Father for my marriage, and for my family in case I should die during the marriage, was an ample equivalent for the provision agreed on by Mr Tilghman, exceeding it both in amount and in terms - without taking into view any personal equivalent my own profession or exertions would have afforded, and without taking into view the marriage which is alone in law and in justice a good and sufficient valuable consideration - And therefore I am justly entitled to a full performance of the agreements, which never could be dispensed with or avoided, unless by my Father's and my own concurrence assent and release, and there never were given nor intended directly nor indirectly, expressly or by implication, but on the contrary the performance of the agreements was