

The said Lavinia Drew in consideration of the promises and the said three thousand dollars
 does hereby forever relinquish & surrender all claims of her Dowry, thirds and dower
 share in & to the estate of the said Benjamin L. Drew which may now be owing
 or which may exist in her as a promisee on his survivorship, but for the said
 and that she is hereby fully and completely barred from the same for all property
 money or of which the said Benj L. Drew shall die seized & possessed. And that the said
 Lavinia Drew shall be allowed to dispose of the said three thousand dollars in any manner
 of at all times by Deed of Gift or last Will & testament as she may prefer, but in the
 event of her death without such disposition then the same will be distributed among
 her distributees at law as if she were above sole. And also it is further understood
 & agreed upon by the said parties that in the event of the death of the said Benjamin L. Drew
 without will or testament, that then all the property of which he may die seized and
 possessed of shall go to his heirs and distributees at law, as if he the said Benj
 had died leaving no widow, that is to say in such case the said Lavinia Drew is in no
 manner to claim or for any portion of the said property or estate. And the said Benjamin
 C. Drew does further covenant that he will pay over to the said Lavinia Drew
 in such manner as she may direct. And it is also understood that he the said
 Benjamin C. Drew can be hereby so covenanted & agreed that he will in no manner interfere
 with the said Benjamin L. Drew in the possession, management or disposition of the said
 property or the proceeds or profits thereof which he may choose to exercise on that
 and that he will, when required so to do, execute all such deeds & papers requisite to pass
 the title thereto to any of all persons to whom the said Benjamin L. Drew may sell or give the
 same either during his lifetime or by his last will & testament - but the said Benj. C. is in
 manner to be responsible for any loss or injury which may befall the same when not in
 his possession. And it is further understood that the separation herein made and deter-
 mined, in and indeed substantially subsisting between the said Benjamin L. Drew and his
 his wife is designed hereby to mean & to continue during their natural lifetime. And that
 hereof the parties hereto have affixed their hands and seals this the day and year first
 above written.

B. L. Drew (Seal)
 Ben C. Drew (Seal)
 Lavinia Drew (Seal)

State of Virginia, County of Tazewell.

We, Samuel Savage & Thomas Backham Justices of the peace for the County of Tazewell
 State of Virginia, do hereby certify that Lavinia or Lavinia Drew, the wife of Benjamin L. Drew
 whose names are signed to the writing above bearing date the 1st day of July 1857 personally ap-
 peared before us in our County aforesaid (and being examined by us privately and apart from her
 husband and having the writing aforesaid fully explained to her & particularly how she was
 her to draw, thirds & dower share should she receive her husband and that there-
 would be much greater than the \$3000.00 with all forbearance she was furnished
 as well as the amount of his estate of her rights thereto. She the said Lavinia Drew
 acknowledged the said writing to be her act and declared that she had willingly
 executed the same (and wished not to retract it); and we also certify that the said
 Benjamin L. Drew and Benjamin C. Drew whose names are also signed to the said
 writing acknowledged the same before us in our County and State aforesaid.

Samuel Savage, J.P.
 Thomas Backham, J.P.