

279

This Deed

made the thirtieth day of August One thousand eight hundred and eighty three **Between** Jeremiah Drummey of Alexandria South in Vincent County Contractor of the one part and The Chairman Councillors and Inhabitants of Vincent County (hereinafter called "the said County") of the other part **Whereas** by a Contract in writing made the third day of June One thousand eight hundred and seventy nine between the said Jeremiah Drummey of the one part and the Vincent County Council thereinafter and hereinafter called the said County Council of the other part the said Jeremiah Drummey covenanted with the said County Council to perform observe and fulfil all and singular the conditions stipulations and requisitions expressed and contained in or reasonably to be inferred from the Specification and General Conditions thereunto annexed the whole Contract being known as No 52 and being for the construction of Steel Rope Suspension Bridge over the Nolynaux River at Alexandria And whereas the said Jeremiah Drummey has completely executed and finished the several works required in and about the performance and due carrying out of the said Contract And whereas certain claims have been made from time to time by the said Jeremiah Drummey in respect of extras on the said Contract and sundry other matters in connection therewith but all moneys whether on account of the said contract or any claim matter or thing in connection therewith have from time to time been fully paid satisfied and discharged except in respect of two claims so made as aforesaid namely a claim for six hundred pounds in respect of work done or matters performed in or about the said Contract still outstanding and a claim for One hundred and thirty nine pounds sixteen shillings and four pence in respect of interest alleged to be due by reason of the postponement on the part of the said County Council in making certain progress payments to the said Jeremiah Drummey And whereas the said County Council have agreed to pay the said six hundred Pounds in full satisfaction and discharge of all claims and demands which the said Jeremiah Drummey now has or might hereafter prefer in respect



or on account of the said contract or any work executed matter
or thing done in connection therewith upon condition that the
said Jeremiah Drummey shall execute these presents excepting
herefrom and from the operation hereof the said claim for
interest which he hath agreed to do **Now** these presents
witness that in pursuance of the said Agreement and in
consideration of the said sum of Six hundred Pounds paid
by the said County Council to the said Jeremiah Drummey on
the execution of these presents The said Jeremiah Drummey doth
acquit release and for ever discharge the said County and its
Successors and their estates and effects of and from all actions
suits reckonings accounts charges claims and demands whatsoever
which the said Jeremiah Drummey his heirs executors or
administrators have or hath or may or can have against or upon
the said County and its successors or their estates for or by reason
or on account of the said contract N^o 52 or any act deed work
matter or thing whatsoever done by the said Jeremiah Drummey
or in anywise relating thereto But excepting and reserving from
the operation of these presents the claim preferred by the said
Jeremiah Drummey to the said County Council in respect of
the said sum of One hundred and thirty nine pounds sixteen
shillings and four pence and every part thereof **In witness**
whereof the said Jeremiah Drummey hath hereunto set his
hand and seal the day and year first before written

Signed sealed and delivered
by the said Jeremiah Drummey
in the presence of

J. I. Waldon
Solicitor Clyde

Jeremiah Drummey



Dated 30th August 1883.

Mr. J. Drummeay

to

The Chairman Councillors
and Inhabitants of Vincent County

Release.

F. J. Wilson
Solicitor Clyde