

All Agreement made the big
day of January ¹⁹⁴⁰ ~~December 1939~~ Between
Sir Vincent Nash of Shannon View
Castleisoy County Limerick Deputy
Lieutenant (hereinafter called "the
Vendor") of the one part and John
F. Devane of 1103 Pery Square
Limerick Medical Doctor (hereinafter
called "the Purchaser") of the other part
whereby it is agreed as follows:—

1. The Vendor will sell, and the
Purchaser will buy free from incumbrances
all that and those the dwelling house
and premises 1103 Pery Square situate in
the parish of St Michael and City of
Limerick at the price of 6000 pounds payable on the date hereinafter
fixed for completion.

2. The title shall commence with
an Indenture dated the 17th day of
December 1918 from Sophia M. Vanderkiste
to the Vendor, being an Assignment of
a Lease dated the 5th day of August
1840 (under which the Vendor holds
the premises) from Daniel Barrington to
Henry Watson for the unexpired
residue of a term of 999 years
from the 25th day of March 1840
at the yearly adjusted rent of
£18.17.6 and subject to the covenants
and conditions therein contained.
The Purchaser shall not require the
production of or investigate or make
any objection or requisition in respect
of the title prior to the said Deed
of Assignment of 17th day of December

1918 whether the same shall appear to be in the Vendor's possession or proven or not, but shall admit that under and by virtue of the said Deed of the 17th day of December 1918 the Lessors' interest in the said Lease of 8th day of August 1840 became duly vested in the Vendor.

3. Requisitions and objections (if any) in respect of the title abstract or description of the property or otherwise arising out of this contract and not precluded by the terms thereof shall be delivered in writing to the Vendor's Solicitor within seven days from the delivery of the Abstract and any further objection or requisition arising upon any reply to a former requisition shall be so delivered within seven days from the delivery of such reply and every requisition or objection not so delivered shall be deemed to be waived and subject only to Requisitions and Objections so delivered the title shall be considered accepted time being of the essence of the contract.

4. The Vendors shall not be required to furnish evidence of the identity of the property sold with that comprised in the Abstract beyond such (if any) as may be gathered from the documents observed by the Vendor as to the title thereto, nor to reconcile differing descriptions.

5. The property is believed and

shall be taken to be herein correctly described in all respects and no error omission or misdescription shall invalidate this Contract or be the subject of compensation by either party -

6. Should any objection or requisition whatever be insisted on which the Vendor shall be unable or unwilling to satisfy or comply with the Vendor may (notwithstanding any attempt to remove or satisfy the same or any negotiation or litigation in respect thereof) by Notice in writing in writing to the Purchaser or his Solicitor rescind the Contract without costs or compensation to the Purchaser, who shall thereupon return to the Vendor the Abstract and all papers belonging to the Vendor in his possession in connection with the Sale. If the Purchaser within seven days after receiving Notice to rescind withdraws the objection or requisition the Notice to rescind shall be withdrawn also.

7. The property is sold subject to a ^{Sub}Deem dated the 8th day of August 1902 under which the Purchaser holds the property and to all rights (if any) of adjoining Owners and Occupiers and to all rights of way water light and to all other easements (if any) affecting the same.

8. The property shall be at the

sole risk of the Purchaser as to loss or damage by fire storm civil commotion or otherwise as from the time of signing this Contract -

9. Any Searches required by the Purchaser must be made by him at his own expense.

10. The original Lease of 8th August 1840 is not forthcoming, same having been mislaid or lost, but a plain copy of same will be handed to the Purchaser on completion, together with the original of the said Deed of Assignment dated 17th December 1918, and the Purchaser shall not require the production of the said Indenture of Lease dated 8th day of August 1840 or make any objection or requisition in respect of same.

11 - The completion of the purchase and payment of the purchase money shall take place on the 1st day of February 1940 next at the office of Messrs Philip J. O'Sullivan & Son 88 B. Bonnell Street Limerick the Vendor's Solicitors -

26 from any cause whatever the purchase money shall not be paid on that day the Purchaser shall pay to the Vendor interest at the rate of five pounds per cent per annum computed from that day until actual payment -

12. On payment of the purchase money in accordance with clause

11 hereof the Vendor will execute a proper assurance to the Purchaser of the property sold, such assurance to be prepared by and perfected at the expense of the Purchaser and the draft thereof left at the office of the Vendor's Solicitor not less than fourteen days and the endorsement left at the same office for execution by the Vendor not less than seven days before the date fixed for completion.

13. Upon completion of the purchase the Purchaser shall be entitled to receipt of the rent and profits of the property as from the date fixed for completion and shall be liable to all outgoings, such rent and profits to be apportioned if necessary.

14 - Should the Purchaser fail to observe or comply with any of the foregoing stipulations on his part the Vendor may rescind the Sale and re-sell the property either by Public Auction or Private Contract subject to such stipulations as they may think fit and any deficiency in price which may result on and all expenses attending a Re Sale or attempted re-sale shall be made good by the Purchaser and shall be recoverable by the Vendor as liquidated damages - Any

increase of price on a re-sale shall
belong to the Vendor.

In witness whereof the Vendor
and Purchaser respectively have
hereunto set their hands the day
and year first herein written

Signed by the said
Sir Vincent Walsh in

presence of
Rogers & Sullivan
Solicitors
Limerick

Wm. H. Hark
Per Wm. H. Hark
his Legal Attorney.

Signed by the said
John F. Devane in

John F. Devane

presence of the undersigned
"Dumfries 1939" being first printed out
in full by the undersigned
41, Talbot Street,
Limerick,
Solicitor.

Dated 5th day of ~~Dec~~ ^{January} 1940
~~1939~~

Sir Vincent Nash D.I.
— with —
Dr. John F. Devane
—

Agreement
for Sale of 9103 Perry
Square Limerick

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Philip J. Sullivan & Son
Solicitors
88 C. Bonnell St
Limerick