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CITY OF LIMERICK.

RENTAL, MAP, PARTICULARS, AND CONDITIONS OF SALE
OF
VALUABLE FEE FARM AND OTHER RENTS,
ARISING OUT OF PROPERTY SITUATE IN
Westland Street, Roden Street and Military Road,
TO BE SOLD BY AUCTION,

AT THE

SALES' ROOMS, 46, GEORGE-STREET, LIMERICK,

ON SATURDAY 7TH JULY, '88, AT 1 O'CLOCK.

BY INSTRUCTIONS OF H. V. D'ESTERRE, ESQ.

Full Particulars on application to

Messrs **SELLORS & FITT**, Solicitors, having carriage of Sale, 47, George Street, Limerick.

Messrs **HARTIGAN & FITT**, Auctioneers, 46, George Street, Limerick.

H. & E. ASHE, Law and Commercial Printers, 15, Up. Cecil-st., Limerick.

DESCRIPTIVE PARTICULARS.

LOT 1 TO 27.

Well secured ground rents payable out of Westland Street (Otherwise Colcooney Street) and Boden Street in the City of Limerick. The houses built on lot 1 to 23 form the upper portion of Westland Street and said ground rents are regularly paid.

The premises for sale together with a portion of the ground on which the New Barracks are built are held under Fee Farm grant dated 17th October 1853 from the Right Honorable the Earl of Limerick to R. K. D'Esterre Esq. since deceased subject to the yearly rent of £36 6s 11d but said premises will be sold free of said head rent of £36 6s 11d and indemnified against the same by the rent payable to the Vendor by Her Majesty's Secretary of State for the War Department out of said New Barrack premises amounting to £17 5s 7d

LOT 28

Comprises a block of 5 private dwelling houses well built with gardens in front forming a handsome Terrace.

LOT 29

The ground rent of Saint Mary's Terrace a well secured and valuable income

Both lots 28 and 29 are part of the lands of Lifford and are held and will be sold subject to a head rent of £28 per annum

Lot.	DENOMINATION.	Present Tenant.	Tenure.	Rent.	Gale Days.
1	Westland-street, No. 15, 16 Do. (Plot)	George Nicholls Do.	Lease for ever, 20th Dec., 1859 R. K. D'Esterre to S. Wormlighton Lease for ever 23rd October, 1852, from R. K. D'Esterre to S. Worm- lighton	£ 8 8 0 0 1 0	March & Sept. "
2	Do. 17, 18	Patrick Connolly, 16 Nelson-street	Fee-farm grant, 15th May, 1888, H. V. D'Esterre to Patrick Connolly	5 0 0	"
3	Do. 19, 20	John E. King	Fee farm Grant 8th April, 1857, from R. K. D'Esterre to William Gabbett	4 13 10	"
4	Do. 21	Miss Hewson	Fee-farm Grant 24th June, 1859, R. K. D'Esterre, Esq., to Mrs. Anne Hewson	2 8 0	"
5	Do. 22	S. O'Flanagan, 2 John's Square	Fee farm grant. 26th June, 1888, H. V. D'Esterre to S. O'Flanagan	2 10 0	"
6	Do. 23	Mrs. Kenny	Lease for Lives 16th December, 1843, R. K. D'Esterre, to J. Kenny	3 0 0	"
7	Do. 24	Mrs. Catherine Malone	Fee farm grant, 30th June, 1888, H. V. D'Esterre to Catherine Malone	2 14 0	"
8	Do. 25	J. Gunson	Fee-farm Grant, 26th May, 1873, H. V. D'Esterre to John Jones	2 8 2	"
9	Do. 26, 27	Reps. Michael Mortell	Fee-farm Grant 29th April, 1882. H. V. D'esterre to John Jones	4 11 4	"
10	Do. 28, 29	Robert M. Mahon	Fee-farm grant 17th October, 1871, H. V. D'Esterre to A. J. and P. M. Civil	4 13 6	"
11	Do. 30 to 33	Reps. T. Spellissy	2 Fee-farm grants 12th August, 1879, H. V. D'Esterre to Thos, Spellissy	8 5 6	"
12	Do. 46	Leahy Arthur per M. O'Gorman, Mallo- street	Fee-farm Grant, 6th Dec., 1851, R. K. D'Esterre to D. Leahy Arthur	4 0 0	"
13	Do. 47, 48	John E. King	Fee-farm Grant, 8th April, 1857 R. D. D'Esterre to William Gabbett	5 10 9	May & Nov.
				£58 4 1	

LIFFORD TERRACE.			
Lot.	Tenant.	Tenure.	Rent per an.
28	1. Mr. E. A. Wickham 2. Mr. L. Summerfield 3. Mr. W. Rodes 4. Mr. Ashe 5. Mr. Culkin	Monthly do. do. Quarterly Monthly	£20 12 0 20 12 0 17 0 0 20 12 0 20 0 0 ----- £98 16 0
29	Ml. Higgins,	ST. MARY'S TERRACE. 2 Leases for 800 years, from 25th Mar 1875, and 25th March, 1877. } Deduct Head Rent, ...	£18 11 3 ----- 117 7 3 28 0 0 ----- £89 7 '3

CONDITIONS OF SALE

1. The Property will be put up for sale either in single lots, or in such number of lots as the vendor may elect.
2. No person shall at any bidding advance less than £3, and no bidding shall be retracted. The highest bidder shall be the purchaser. If any dispute arise respecting a bidding, the Property shall be put up again at the last undisputed bidding, if any, and resold. The Vendor reserves the right to make one bid for each lot.
3. The purchaser shall, immediately after the sale, pay a deposit of £25 per cent of his purchase money, into the hands of the Vendor's Solicitors, and sign the subjoined agreement; and shall also pay to the Auctioneers, fees at the rate of £5 per cent on the amount of the purchase money.
- 4.

The titles to the several Lots shall commence as follows:—

LOTS 1 TO 27

with the fee farm grant dated 17th October 1853 made between The Right Honorable the Earl of Limerick, and R. K. D'Esterre Esq. with the conveyance of the Lands of Lifford, County Limerick, dated 25th September, 1869, and made by Thomas Stewart, Esq., to Mrs. Lavineca D'Esterre; and Vendor shall not be called upon to show any further or other Title whatever to said two lots, or to produce any document referred to in said conveyance.

Purchasers of all said Lots 1 to 27 shall not require any evidence of the Title of Grantors in said Fee Farm grant to make same or object to any incumbrance affecting the said grantors Estate and shall respectively be satisfied with certified copies of said grant.

The Vendor will furnish to each purchaser the following searches only and all other searches whatever must be at the purchasers expense

LOTS 1 TO 27.

A common search or a compared certified copy thereof on the index of names only in the Registry of Deeds office for acts by the said Robert K. D'Esterre, deceased, and Henry V. D'Esterre the Vendor, affecting said lots, from 17th October 1853 to the present time.

LOTS 28 TO 29.

A common search or a compared and certified copy thereof, on the index of names only in the Registry of Deeds office, for acts by Lavineca D'Esterre and Henry V. D'Esterre affecting said Lots from 25th September 1869 to the present time.

The Vendor shall within 14 days from the day of sale deliver to the purchaser in each case or to his Solicitor an abstract of the title, (subject to these conditions), of the lot or lots so purchased by him.

Each Purchaser shall within 4 days from the delivery of the said Abstract furnish his objections (if any) in respect of the title to the Vendor's Solicitors, at their office, 47, George street, Limerick, and in this respect time shall be the essence of the contract and in default of such objections and requisitions (if none) and subject only to such (if any) shall be deemed to have accepted the title, and if he shall insist on any objection or requisition, which the vendor shall be unable or unwilling to remove or comply with the Vendor may by notice in writing annul the Sale and shall thereupon return to the purchaser the said deposit but without any interest, costs or other compensation whatever and thereupon the Sale or shall return to the Vendor's Solicitors any document furnished by them.

The property is believed to be and shall be taken to be correctly described and is sold subject to the existing tenancies, and to all easements, if any, subsisting thereon and no error, misstatement or misdescription shall annul the sale and no purchaser shall make any objection in respect of, or found any requisition or claim upon any confusion of the boundaries or otherwise of said premises.

Each Purchaser shall within 10 days from the date of the receipt of said abstract of title by him or his Solicitor send to the Vendor's Solicitors at the office aforesaid the draft conveyance for their perusal and approval on behalf of the Vendor together with the approval fee of £2 2 od. in each case.

All rents, taxes and outgoings will be discharged by the Vendor up to the last sale day previous to the sale, and all tenants rents, renewal fines and other profits if any, due and payable up to the day of said sale are to be received by the Vendor.

The purchaser shall pay the balance of his purchase money on or before the 20th day of August, 1888, to the Vendor's Solicitors at their office aforesaid

As the Vendor is not selling all the property comprised in the muniments of title, he will retain such muniments but will supply such certified copies thereof as can be reasonably required to each purchaser and enter into the usual covenant with the purchaser for the production of the originals or such of them as he may have

If any purchaser shall fail to comply with the above conditions his deposit shall thereupon be absolutely forfeited and the Vendor shall be at liberty to resell the property bought by such purchaser at such time in such manner and subject to such conditions as he shall think fit and any deficiency in price which may happen on and all expense attending the resale shall immediately afterwards be paid by the defaulter to the Vendor and in case of nonpayment shall be recoverable by the Vendor as liquidated damages and it shall not be necessary for Vendor to tender any conveyances

SPECIAL CONDITIONS OF SALE

The Vendor has not in his possession, power, or procurement the counterparts of the fee farm grants under which the tenants of these lots hold and will only supply to the purchaser or purchasers compared copies taken from the fee farm grants in the tenants possession.

As to LOTS 12. 18. 22. 27.

PURCHASERS AGREEMENTS

I do hereby acknowledge that I have this day purchased by public Auction the premises mentioned as lot _____ of _____ in the foregoing rental subject to the above written conditions for the sum of £ _____ and have paid into the hands of Sellers and Fitt Solicitors the sum of £ _____ as a deposit and in part payment of the purchase money and I do hereby agree to pay the remaining sum to the Vendors Solicitors at the time stated in the conditions of sale and in all other respects to fulfill the said conditions of sale.

Purchase money £ _____ As witness my hand this _____ day of July 188 _____

Deposit _____

Remaining unpaid £ _____

Witness _____