

IN THE
High Court of Justice in Ireland.

CHANCERY DIVISION—MASTER OF THE ROLLS.

COUNTY OF THE CITY OF LIMERICK.

CHARLES FITZGERALD, *PLAINTIFF*
ROBERT MAUNSELL, WILLIAM PRICE
MAUNSELL, ROBERT HUNT, and by
amendment CHARLES EWER YOUNG,
and by second amendment The Reverend
SAMUEL BAKER YOUNG *DEFENDANTS.*

TO BE SOLD,
ON
WEDNESDAY, the 27th day of MAY, 1891,

AT THE HOUR OF TWO O'CLOCK IN THE AFTERNOON,
AT THE SALESROOM OF

Mr. William B. Fitt, Auctioneer,
46 GEORGE STREET, LIMERICK.

IN TWO LOTS

For rentals and other particulars apply to
WILLIAM B. FITT, Auctioneer,
46 George Street, Limerick;

PATRICK S. CONNOLLY,
Solicitor having carriage of Sale,
1 Capel Street, Dublin, and 86 George Street, Limerick.

IN THE HIGH COURT OF JUSTICE IN IRELAND,

CHANCERY DIVISION.

MASTER OF THE ROLLS.

CONDITIONS OF SALE.

1. No person is to advance less than £10 0 0 at each bidding.
2. The sale is subject to a reserved bidding (for each lot), which has been fixed by the Judge to which Court this action is attached.
3. Each Purchaser is at the time of sale to subscribe his Name and Address to his bidding in his bidding paper, and the Abstract of Title and all written Notices, Communications, and Summonses are to be deemed duly delivered to, and served upon, each Purchaser by being left for him at such address, unless and until he is represented by a Solicitor.
4. Each Purchaser is at the time of sale to pay a deposit of £25 per cent. upon the amount of his purchase money to Mr. W. B. FITZ, the Auctioneer approved by the Judge.
5. The Solicitor for the Vendor will within fourteen days after the day of sale deliver to each Purchaser, or his Solicitor, an Abstract of the Title to the lot purchased by him, subject to the stipulations contained in these Conditions. Each Purchaser is, within ten days after the actual delivery of the Abstract, to deliver at the Office of Mr. PATRICK S. CONNOLLY, Solicitor, having carriage of sale, a Statement in writing (subject to the limitations aforesaid) of his objections and requisitions (if any) to or on the Title as deduced by said Abstract, and upon the expiration of such last-mentioned time (and in respect time is to be deemed of the essence of the contract), the Title is to be considered as approved of and accepted by such Purchaser, subject only to such objections and requisitions (if any).
6. If any Purchaser shall insist, or any objection or requisition which the Vendor shall consider himself unable or on the ground of expense, or for any other sufficient reason shall decline to remove or comply with the Vendor with the sanction of the said Judge, shall, notwithstanding any intermediate negotiation, be at liberty, by notice in writing, to rescind the contract, and in such case the Purchaser shall be entitled to have his deposit returned to him without interest, and he shall not be entitled to claim compensation for damages or costs.
7. Each Purchaser is within fourteen days after the day on which he shall be declared the Purchaser, and under an order for that purpose to be obtained by the Solicitor having carriage of the sale, to pay the amount of his Purchase Money (after deducting the amount paid as a deposit) into the Bank of Ireland, with the Privity of the Accountant-General, to the credit of an account entitled to the credit of this action, and if the Purchase Money is not so paid, then the Purchaser is to pay interest on his Purchase Money at the rate of £4 per cent. per annum from the expiration of the day fixed for such payment of the Purchase to the day on which the same is actually paid. Upon payment of the Purchase Money in manner aforesaid, the Purchaser will be entitled to possession, or to the rents and profits, as from the 25th day of March, 1891, down to which all outgoings are to be paid by the Vendor: Each Purchaser on payment of his Purchase Money in manner aforesaid shall be entitled to a proper assurance of the Lot or Lots purchased by him as aforesaid, such assurance and every other act that shall be required by the Purchaser for completing or perfecting the Title, or for any other purpose, shall be prepared, made and done at the expense of the Purchaser.

8. Each Lot is believed to be and shall be taken to be correctly described in the particulars, and if any error or misstatement or omission be discovered, or shall appear to have been made in the above particulars, such error, misstatement, or omission is not to annul the sale, nor to entitle the Purchaser to be discharged from his purchase, but a compensation may be made the Purchaser, and the amount of such compensation is to be settled by the said Judge at Chambers.

9. Searches in the office for the Registration of Deeds shall be against names only.

10. If the Purchaser shall not pay his Purchase money at the time specified, or at any other time which may be named in any order for that purpose, and in all other respects perform these Conditions, an order may be made by the said Judge, upon application at Chambers, for the re-sale of the Lot purchased by such Purchaser, and for non-payment of the Purchaser of the deficiency, if any, in the price which may be obtained upon such re-sale, and of all costs and expenses occasioned by such default, and for the forfeiture of said Purchaser's deposit.

11. The title to the property comprised in Lots 1 and 2, shall commence with 8 Fee Farm Grants, bearing date respectively the 11th February, 1852, and made respectively between Michael Gavin of the one part, and Henry Watson of the other part, which said Fee Farm Grants the Vendor holds.

12. Lot 1 consisting of a Fee Farm Rent of £41 10s. 9½d., issuing out of the premises comprised in an Indenture of Fee Farm Grant, bearing date the 28th February, 1852, and made between Henry Watson of the one part, and John Watson Mahony of the other part, the said premises are subject to a head rent of £149 11s. 2d. The Purchaser of this Lot will be indemnified against the entire of the said head rent by the premises comprised in Lot 2; and the Purchaser of that lot shall in usual and proper manner indemnify the Purchaser of Lot 1 against the said head rent, and all expense incidental thereto; the form of such indemnity, in case of any dispute, to be settled by the said Judge. A short statement of the antecedent title to this lot will be furnished to the purchaser, but no requisition or objection shall be made in respect of such antecedent title. The Original Fee Farm Grant of the 11th February, 1852, will be delivered to the purchaser of this lot.

13. The property comprised in Lot 2 is sold subject to the entire of the Fee Farm Rents, reserved by the several Indentures of Fee Farm Grant in the Condition of Sale hereinbefore mentioned; and the Purchaser of this lot shall indemnify the Purchaser of lot 1, and the premises therein comprised, in a usual and proper manner, against all and each of the said Fee Farm Rents or any portion thereof, and against all claims in respect of the said rent or any portion thereof. The property comprised in this lot is sold subject to all existing rights, tenancies, and easements, and no requisition or objection shall be made in respect of same.

14. The Purchaser shall be entitled to the following and no other searches whatever, viz. :—

In the Registry of Deeds Office a Negative Search on the Index of Names only, against HENRY WATSON, from 10th February, 1852, to 4th May, 1856; against HENRY MAUNSELL, from 11th April, 1856, to close of transaction; against The Vendor, from 26th April, 1876, to close of transaction.

Descriptive Particulars.

The premises comprised in Lot 1 are situate in Mallow Street and Catherine Street—two excellent residential streets of the City of Limerick.

The premises comprised in Lot 2 are situate in George Street, in the best residential portion of the City of Limerick, and are at present occupied by the most solvent tenants in the city.

LOT 1.

Consists of a Fee Farm Rent of £41 : 10 : 10 issuing out of premises situate in Mallow Street and Catherine Street, in the City of Limerick, comprised in an Indenture of the Fee Farm Grant dated 28th February, 1852. The said premises are subject to a Head Rent of £149 : 11 : 2 issuing out of Four Fee Farm Grants, dated respectively the 11th February, 1852. This Lot will be sold indemnified against the payment of the entire of said Head Rent by the premises comprised in Lot 2, as provided by the Condition of Sale.

LOT 2.

Consisting of the Houses and Premises known as the Tontine Buildings, being Nos. 64, 65, 66, 67, 68, 69 and 70 George Street, Limerick, held under Four Fee Farm Grants, bearing date respectively the 11th day of February, 1852. The property comprised in this Lot will be sold subject to the entire of the Eight Fee Farm Rents reserved by the said several Indentures of Fee Farm Grants, and thereby is bound to indemnify Lot 1, as provided by the Conditions of Sale, the annual rent being £485, and the payment of the Eight Fee Farm Rents amounting to £299 : 7 : 1, leaving a Net Annual Profit of £185 : 12 : 11 for the Purchaser.

No.	Denomination	Tenants' Names	Gale days	Yearly Rent	Tenure	Observations
1	64 George St. Limerick	Representatives of Gam- cliel Fitzgerald.	25th Mar. & 29th Sept.	£ s. d. 70 0 0	Yearly Tenancy	
2	65 " "	William S. Cox, Esq.	"	70 0 0	Do.	
3	66 " "	Do.	"	70 0 0	Lease dated 24th Oct. 1873, for 31 years	The stable attached to 67 goes with this house
4	67 " "	William Spillane, J.P.	"	65 0 0	Agreement dated 11th Dec, 1875, for 21 yrs.	The tenant has a right of way to the stable lane
5	68 " "	Robert R. Gelston, M.D.	"	70 0 0	Yearly Tenancy	
6	69 " "	Mrs. Helena O'Callaghan	"	70 0 0	Lease 24th June, 1874, for 31 years	
7	70 " "	James Quinn, J.P.	"	70 0 0	Lease 14th May, 1866, for 90 years	

Total Poor-Law Valuation £381 : 0 : 0

These houses are let at very low rents, and on the expiration of
the Leases a largely increased rental may be expected.

7 $\frac{299-7-1}{42-15-4}$ *AR*

AGREEMENT.

I, _____ of _____ hereby acknowledge that, at the sale by Auction this 27th day of May, 1891, of the property mentioned in the foregoing particulars and rental, I was the highest bidder for and declared the purchaser, subject to the foregoing conditions of sale, of lot _____ at the price of £ _____ and that I have paid the sum of £ _____ by way of deposit, and in part payment of the said purchase money, to Mr. W. B. FIRT, Auctioneer, and I hereby agree to pay the remainder of the said purchase money, and complete the said purchase, according to the aforesaid conditions. As witness my hand this 27th day of May, 1891.

Signature of Purchaser _____

Address _____

Purchase Money	£	:	:
Deposit	£	:	:
Balance of Purchase Money will be	£	:	:

CITY OF LIMERICK

Sale on Wednesday, 27th May,

FITZGERALD *v.* MAUNSELL

VALUABLE HOUSE PROPERTIES

RENTAL
And Conditions of Sale

TO BE SOLD BY PUBLIC AUCTION
IN TWO LOTS.

PATRICK S. CONNOLLY,

1 Capel Street, Dublin, and

86 George Street, Limerick.