

P23/47

**BOROUGH OF LIMERICK.**

SALE ON MONDAY, THE 20th DAY OF OCTOBER, 1879.

**RENTAL  
AND  
PARTICULARS OF SALE,**

OF THE  
Three Suburban Residences, and Part of the Lands of Corbally,

**In the Borough of Limerick,**

HELD IN FEE SIMPLE,

**T O B E S O L D B Y A U C T I O N ,**

**IN FIVE LOTS,**

**BY MR. JOSEPH CASEY,**

AT

**58, GEORGE STREET, IN THE CITY OF LIMERICK**

**On Monday, 20th October, 1879,**

**AT THE HOUR OF 12 O'CLOCK.**

*For Rentals and further particulars apply to the Auctioneer, at 58, George Street, Limerick; or, to  
Mr. SELLORS, Solicitor, for the Vendors, 47, George Street, Limerick.*

DESCRIPTIVE PARTICULARS.

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These Fee-Simple Lands are situate within a mile of the City of Limerick, and within the Borough Boundary.

"India Villa," "Knookeen," and "Geraldine," are very fine Dwelling Houses, upon which the late Mr. PHAYER and his predecessors expended several thousand pounds. The Lands are of superior quality, ornamentally planted, and running down to the edge of the river Shannon, where there is excellent fishing.

LOT 1.

No.	DENOMINATION.	TENANTS' NAMES.	GALE DAYS.	Yearly Rents.	Quantity of Land Statute Measure.	TENURE of TENANTS.	OBSERVATIONS.
1	Dwelling House, Conservatory, Offices, Lodge, Lawn, Pleasure Ground and Fruit Garden of "India Villa," at Corbally, in the Borough of Limerick.	William McDonnell, Esq.	1st May & 1st Nov.	£ s. d. 80 0 0	A. R. P. 1 2 36	Lease dated 4th May, 1878, made by William Playler to tenant for 50 years, from 1st May, 1878.	The Lease contains a Covenant on the part of Lessee, his Executors or Assigns, not to cut down, damage, or destroy Trees or Shrubs, and to keep the Premises Insured against Fire; and on the Lessor to pay all Rates and Taxes whatsoever, including Poor Rate which shall be levied on said Premises.

LOT 2.

No.	DENOMINATION.	TENANTS' NAMES.	GALE DAYS.	Yearly Rents.	Quantity of Land Statute Measure.	TENURE of TENANTS.	OBSERVATIONS.
2	Part of Corbally, known as "Geraldine," with the Dwelling House & Offices thereon.	M. E. Conway, Esq.	25th March and 29th September.	£ s. d. 80 0 0	A. R. P. 0 2 24	Tenant from year to year, tenancy determinable every 29th September in each year.	The Tenant holds free of all Rates and Taxes whatsoever.

LOT 3.

No.	DENOMINATION.	TENANTS' NAMES.	GALE DAYS.	Yearly Rents.	Quantity of Land Statute Measure.	TENURE of TENANTS.	OBSERVATIONS.
3	Part of Corbally, called "Knockeen," with the Dwelling House & Offices thereon.	Colonel Pratt.	1st May and 1st November.	£ s. d. 100 0 0	A. R. P. 0 3 3	Tenant from year to year, tenancy determinable 1st November in each year.	This Tenant holds free of all rates and taxes whatsoever.

LOT 4.

No.	DENOMINATION.	TENANTS' NAMES.	GALE DAYS.	Estimated Annual Value.	Quantity of Land Statute Measure.	TENURE of TENANTS.	OBSERVATIONS.
4	Part of the Lands of Corbally opposite Col. Pratt's holding, (one field.)	In Vendor's Possession.		£ s. d. 26 0 0	A. R. P. 4 2 19		

LOT 5.

No.	DENOMINATION.	TENANTS' NAMES.	GALE DAYS.	Yearly Rents.	Quantity of Land Statute Measure.	TENURE of TENANTS.	OBSERVATIONS.												
5	Other Part of the Lands of Corbally. (4 Fields, and One Fruit Garden.)	In Vendor's Possession.		<table border="1"> <tr> <td>£</td> <td>s.</td> <td>d.</td> </tr> <tr> <td>116</td> <td>0</td> <td>0</td> </tr> </table>	£	s.	d.	116	0	0	<table border="1"> <tr> <td>A.</td> <td>R.</td> <td>P.</td> </tr> <tr> <td>19</td> <td>1</td> <td>15</td> </tr> </table>	A.	R.	P.	19	1	15		<p>The entire Property is subject to the annual Tithe-rent charge of £2 8s. 8d.</p> <p>This Lot will be Sold subject thereto, and the Purchaser will be bound by a Covenant in his Conveyance to indemnify Lots 1, 2, 3, &amp; 4, therefrom.</p>
£	s.	d.																	
116	0	0																	
A.	R.	P.																	
19	1	15																	
Deduct Tithe-rent Charge, ... ..				<table border="1"> <tr> <td>116</td> <td>0</td> <td>0</td> </tr> </table>	116	0	0												
116	0	0																	
Net Annual Rent,				113 16 4															

**CONDITIONS OF SALE  
AND PURCHASER'S AGREEMENT.**

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1. No person shall advance less than £10 at each bidding. The highest bidder shall be the Purchaser, and should any dispute arise respecting the bidding, the Lot shall be put up again and re-sold.
2. The Sale is subject to a Reserve Bidding for each Lot.
3. The Purchaser of each Lot shall, immediately on being declared as such, pay to the Vendors' Agent, M. SELLORS, one fourth of the purchase money, together with the Auctioneer's fee of 5 per cent., and the remaining three fourths to the Vendors, or their Agent, within two months from the day of Sale.
4. The Vendors will not furnish or shew any further Title to the Premises than that disclosed by the Abstract of Title produced at the time of Sale, and it shall be admitted that the Vendors are absolutely seized in Fee (as Trustees for Sale as therein) of the Premises therein described, with full power to dispose thereof, and any searches required by the Purchaser of each Lot shall be made by him at his own expense; and the Purchaser shall not object by reason of any trifling inaccuracy or misdescription in the particulars. The Lands will be Sold subject to such rights of way and other rights and easements (if any) as legally exist at the time of Sale.
5. The Vendors shall within one fortnight from the day of Sale deliver to each Purchaser's Solicitor copies of all documents referred to in the Abstract of Title; and the Conveyance to each Purchaser shall be prepared by the Solicitor for and at the expense of each Purchaser, and presented to M. SELLORS, the Vendors' Solicitor, with the usual approbation Fee, within one fortnight after said copies shall have been delivered; and the Vendors shall not be bound to enter into any Covenants other than the usual Covenants against their own acts.
6. If the Purchaser shall neglect or fail to comply with these conditions, his or her deposit money shall, at the expiration of two months from the day of Sale, actually become forfeited to the Vendors, who shall be at liberty to re-sell the Premises by Public Auction, or otherwise, and the deficiency (if any) occasioned by such re-sale, together with the expenses attending the same, shall be made good to the Vendors by the Purchaser at this present Sale, who shall not, however, be entitled to any benefit that may accrue through such re-sale.

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*I do hereby acknowledge that I have this day Purchased by Public Auction Lot \_\_\_\_\_ of the Premises mentioned in the foregoing Particulars, subject to the foregoing Conditions of Sale, for the sum of £ \_\_\_\_\_ and have paid into the hands of Mr. SELLORS the sum of £ \_\_\_\_\_ as a deposit and in part payment of the purchase money. And I do hereby agree to pay the remaining sum of £ \_\_\_\_\_ into the Vendors, or their Agent, on or before the 20th day of December, 1879, and in all other respects to fulfil the said conditions of Sale.*

Purchase Money, £ \_\_\_\_\_  
Deposit Money, £ \_\_\_\_\_  
Balance Unpaid, £ \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 1879.

Witness,



BOROUGH OF LIMERICK.

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**RENTAL**

*Particulars & Conditions of Sale*

OF

**PREMISES,**

IN THE

BOROUGH OF LIMERICK,

TO BE

**SOLD BY AUCTION,**

BY

**MR. JOSEPH CASEY, AUCTIONEER,**

AT

**58, GEORGE-ST., LIMERICK,**

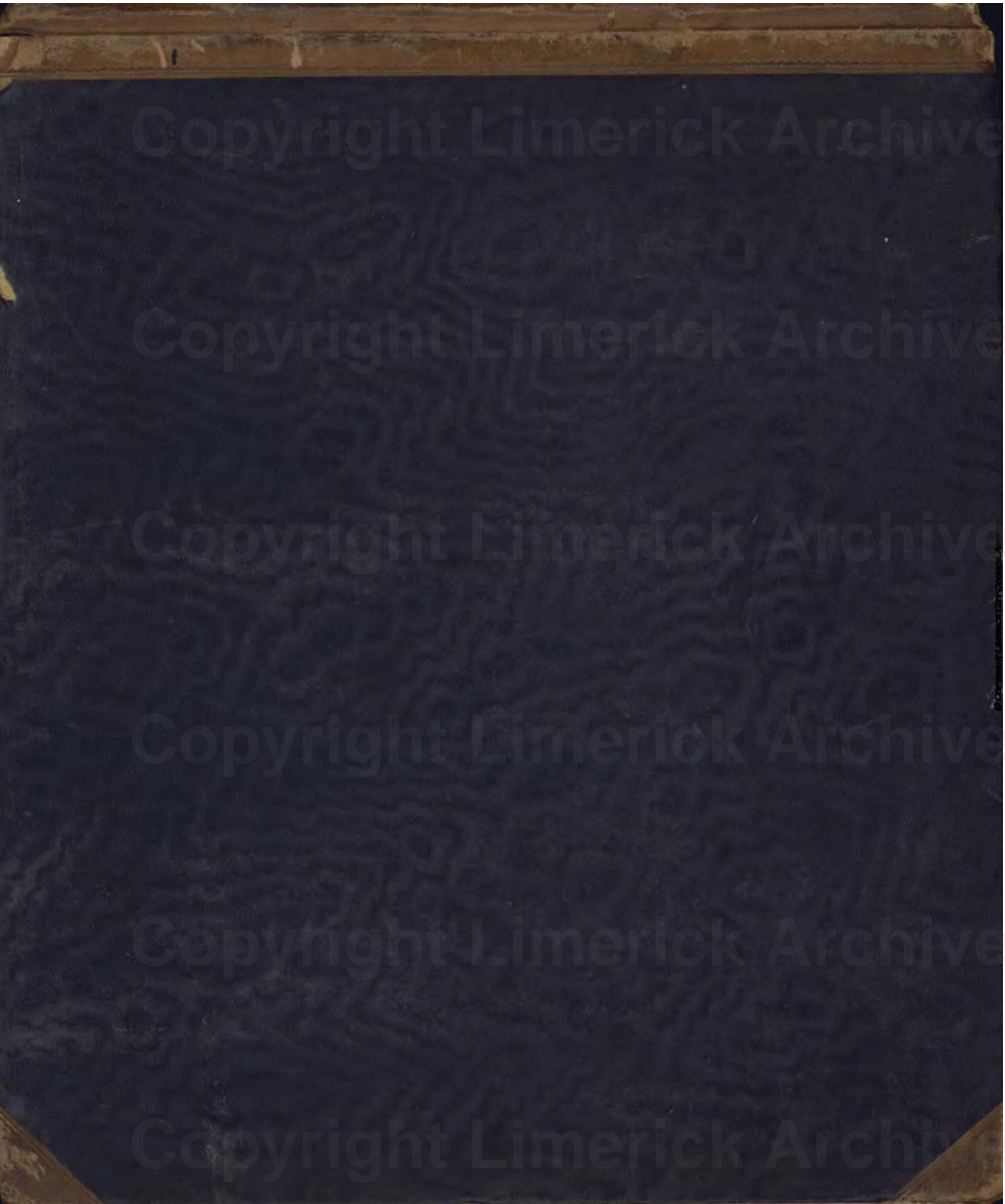
*On Monday, the 20th day of October, 1879,*

**AT THE HOUR OF 12 O'CLOCK, NOON.**

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**M. SELLORS, Solicitor,  
For Vendors,**

**47, George Street, Limerick.**



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