

P23/H8-59

SMALL BOOK.

I N D E X.

D A T E.	V E N D O R O F T I T L E.	P R E M I S E S.
25 Aug. 1877. P23/46	.....	Islandmore.
4 July, 1874. P23/45	Decourcy decd.	Rockmount, Kilkee.
22 Feby. 1860. P23/18	.....	Inogh and Cunningsvale, Co. Limerick.
3 March 1877. P23/42	Reps. Colonel J. C. Dickson.	Ballyclough.
24 March 1877 P23/44	Commissioners of Church Temporalities.	Killely Glebe.
no date. P23/43	Do.	Ardilmartin & Co. Limerick, and premises in other Counties.
10 Dec. 1878. P23/47	George Thom.	Thorhill, Co. Tipperary.
19 Feby 1882. P23/48	F. C. Sampson.	Whitegate & Co., Co. Galway.
20 June 1876. P23/49	Lysaght v Humb.	Ballyrobin Co. Tipperary and Coolgown & Knockin, Co. Cork.
7 Nover 1884. P23/50	W. & G. Coggin.	Ballygiltenane, Co. Limerick.
9 Nover 1888. P23/51 1 Dec. 1833 P23/52	Martin Lyons. <i>Remington Parish</i>	Ballyglass, Co. Clare. <i>Limerick &amp; Kilkenny</i>

COUNTY OF LIMERICK.

ISLANMORE, CROOM.

Particulars and Conditions of Sale

OF

IMPORTANT AND VALUABLE FEE-FARM ESTATE,

With Landed Estates Court Title, divided into three Lots, known as

THE OUTSIDE FARM OF ISLANMORE,

The Croom Railway Field,

AND

THE PADDOCK ADJOINING ISLANMORE,

For the most part in grass, in the highest state of cultivation, being in the owners hands for the last thirteen years, and highly adapted for grazing, tillage, and meadowing purposes, admirably and conveniently situated, adjoining the Croom Railway Station, on the Great Southern and Western Railway, about 9 miles from Limerick, and 9 from Rathkeale,

For Sale by Public Auction,

AT MR. HARTIGAN'S SALEROOMS, 46, GEORGE STREET, LIMERICK,

On Saturday, 25th August, 1877,

AT HALF-PAST ONE O'CLOCK PRECISELY.

LOT 1.

All That and Those, the Lands known as "THE OUTSIDE FARM OF ISLANMORE," containing 220a. 3r. 21p. Statute, be the same more or less, adjoining Croom Railway Station, all in grass except a few acres under green crops (which are ready for laying down in permanent grass), in the yearly Fee Farm Rent mentioned in the within Conditions of Sale, and an estimated Tithes Rent Charge of £12 17s. 8d. On these Lands is erected a good slated Dwelling-house; adjoining are two Labourers' Cottages, besides an enclosed Yard with Stabling for five Horses, and three large Cattle Sheds. There is also a fine Limestone Quarry and Lime Kiln on this Lot.

LOT 2.

All That and Those, the Lands called "CROOM RAILWAY FIELD," containing 16a. 0r. 20p. Statute measure, or thereabouts, sitably situated between Croom Village and Railway Station, adjoining Islanmore; a highly valuable Lot, containing many suitable sites for building. This Lot will be sold subject to the annual payment of £4 15s. 5d., proportion of the yearly Fee Farm Rent mentioned in the within Conditions of Sale, and to the annual payment of £0 18s. 10d., the estimated Tithes Rent Charge.

LOT 3.

All That and Those, the Lands known as "THE PADDOCKS ADJOINING ISLANMORE," containing 6a. 0r. 10p. Statute measure, or thereabouts, all in grass and well enclosed. This Lot will be sold subject to the annual payment of £1 17s. 0d., the proportion of the yearly Fee Farm Rent mentioned in the within Conditions of Sale, and to the estimated sum of £0 7s. 0d., for Tithes Rent Charge. These Farms are about nine miles from Rathkeale, where seventeen Fairs are held during the year, and are in direct daily communication by rail with Dublin, Cork, and Limerick, by three trains from Croom Station.

For Further Particulars, Conditions of Sale, &c., apply to MICHAEL HARTIGAN, Auctioneer, 46, George Street, Limerick; or to

Messrs. S. S. & E. REEVES & SONS,

17, MERRION SQUARE, EAST, DUBLIN.

P23/48

## Conditions of Sale.

- 1.—No person shall at any bidding advance less than £10; and no bidding shall be retracted. The highest bidder shall be the Purchaser; and if any dispute arise concerning the bidding for any lot, the same shall be put up again and re-sold.
- 2.—Each lot is subject to a reserved price; and a right to bid is reserved on behalf of the Vendors.
- 3.—Every Purchaser shall, immediately after the sale, pay a deposit, in the proportion of £10 per cent. of his purchase money, into the hands of Messrs. REEVES & SOX, of No. 17, Merrion Square, East, Dublin, Solicitors, and sign the subjoined Agreement.
- 4.—The Vendors shall, within seven days after the sale, deliver to each Purchaser, or his Solicitor, an Abstract of the Vendors' Title to the property. The title shall commence with the Conveyance from the Landed Estates Court to Robert Wanless Kelley, Esq., dated the 27th day of July, 1865.
- 5.—The property comprised in the Rental, together with other property already sold by the Vendors, is subject to a perpetual yearly rent of £147 9s. 5d., created by an indenture of fee farm grant dated the 10th day of September, 1861, and made between Catherine Giles of the one part, and Robert Maxwell of the other part. Part of the property sold has been sold indemnified against the said rent; another part of the property sold has been sold subject to £74 11s. 0d., portion of the said rent; and the residue of the said rent shall be apportioned between the several lots comprised in the Rental, in the shares therein mentioned. The Conveyance of each lot shall contain covenants on the part of the Purchaser for payment of the appor-tioned rent, and for indemnifying the Vendors, their heirs and assigns, against the same, and the grant of a power of distress to the Vendors, their heirs and assigns, for the purposes of said indemnity. No Purchaser shall make any objection in respect of such apportionment of the said rent, nor require any further or other indemnity in respect of any portion of the said rent, nor in respect of the covenants contained in the said fee farm grant.
- 6.—No Purchaser shall call for the production of, or investigate, or make any objection in respect of the title of the grantor in the said fee farm grant, or the right to make the said grant, or object by reason of any incumbrance affecting the interest of such grantor.
- 7.—The Fee Farm Grant of the 10th day of September, 1861, and the Landed Estates Court Conveyance of the 27th day of July, 1865, shall be delivered to John Joseph R. Kelly, the purchaser of part of the lands comprised therein, and the said John Joseph R. Kelly will enter into the usual covenant with the Vendors for the production of the said deeds. The Purchaser of each lot shall be entitled, at his own expense, to obtain certified copies of the said deeds, but shall not be entitled to any covenant by the Vendors for pro-duction of the original deeds.
- 8.—The expense of the production, inspection, and examination, and of making and furnishing copies of all deeds appearing on the Abstract, shall be borne by the Purchaser requiring the same.
- 9.—Every Purchaser shall pay the remainder of his purchase money on the 29th day of September, 1877, at the Office of Messrs. REEVES aforesaid, the Vendors' Solicitors, and upon such payment the Vendors, and all other necessary parties (if any), will execute a proper assurance of such property to the Purchaser. The Vendors are trustees, selling under a trust for sale, and no Purchaser shall be entitled to any other covenant than several covenants by the Vendors and other conveying parties (if any) that they respectively have not incurred the property.
- 10.—The rents or possession will be received or retained and the outgoing discharged by the Vendors up to the 29th day of September, 1877, and as from that day the outgoing shall be discharged and the rents or possession taken by the Purchasers, and such rents and outgoing shall, if necessary, be apportioned between the Vendors and Purchasers for the purposes of this condition. If from any cause whatever any purchase shall not be completed on the 29th day of September, 1877, the Purchaser shall pay interest on the remainder of his purchase money after the rate of £5 per cent. per annum from that day until the purchase shall be completed.
- 11.—The green crops on Lot 1 are excepted from this sale, and that portion of the property now under them will be sold subject to the right of the Owner to remove the same up to the 15th November, 1877.

JAMES HATCH & SON,  
Estate and Land Agents,  
80, GEORGE STREET,  
LIMERICK.

Witness—

Remainder, £

Deposit Money, £

Purchase Money, £

Dated this day of August 1877.

and complete the said purchase according to the aforesaid Conditions,  
SONS, and hereby agree to pay the remainder of the said purchase money  
and in part payment of the said purchase money, to Messrs. HEEVES and  
and that I have paid the sum of £  
by way of deposit,  
the foregoing Conditions of Sale, of Lot , at the price of £  
I was the highest bidder for, and was declared the Purchaser, subject to  
1877, of the Property mentioned in the foregoing Particulars  
hereby acknowledge that at the Sale by Auction this  
day of

Memorandum.

- 12.—Every Purchaser shall make his objections and requisitions (if any), and of all matters appearing on the Abstract, Rental, or Conditions, and send the same to the Office aforesaid within seven days from the delivery of the Abstract, and in default of such objections and requisitions (if none), and subject to such (if any), shall be deemed to have accepted the Title, and to have waived all other objections and requisitions. And if any Purchaser shall insist on any objection or requisition not provided against in these Conditions, as to the Title or Abstract, or evidence of Title, Rental, Conditions, Conveyance, or otherwise, which the Vendors shall be unable or unwilling to remove or comply with, the Vendors, may, by notice in writing to be given to the Purchaser or his Solicitor, at any time, and notwithstanding any negotiation or litigation in respect of such objection or requisition, annul the sale, and shall thereupon return to the Purchaser his deposit, but without any interest, costs of investigating the Title, or other compensation or payment whatever.
- 13.—If any Purchaser shall fail to comply with the above Conditions, his deposit shall thereupon be forfeited to the Vendors; and the Vendors shall be at liberty to re-sell the property bought by such Purchaser, either by public auction or private contract, at such time and place, subject to such conditions, and in such manner as the Vendors shall think fit; and any deficiency in price which may happen on such second sale, and all expenses attending such sale, shall immediately after the same be made good and paid to the Vendors by the defaulter at this present sale; and in case of non-payment, the whole or such part of the same deficiency and expenses as shall not be paid shall be recoverable by the Vendors as and for liquidated damages.

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ISLANMORE, CROOM.

PARTICULARS  
And Conditions of Sale

OF  
VALUABLE FEE FARM ESTATE,

With Landed Estates Court Title,

To be Sold by Auction,

IN THREE LOTS,

AT

MR. HARTIGAN'S SALEROOMS,  
46, GEORGE'S-ST., LIMERICK,

ON

Saturday, 25th August, 1877,

At Half-past One o'clock, precisely.

S. S. & E. REEVES & SONS, Solicitors,  
17, MERRION SQUARE, EAST.  
DUBLIN.

HAYMAST & Co., Printers, Clare-st., Dublin.

JAMES NASH & SON,  
Auctioneers,  
65, GEORGE STREET,  
LIMERICK.