

P23/4a

**TO BE SOLD BY PUBLIC AUCTION,  
BY EDMOND BEVERIDGE,**

**AT HIS ROOMS, NO. 35 PATRICK-STREET, LIMERICK,**

On **SATURDAY**, the 4th day of **JULY**, 1874,

AT ONE O'CLOCK,

The Interest in the very desirable Premises known as

**ROCKMOUNT COTTAGE,  
KILKEE, COUNTY CLARE,**

Held under Lease, dated 31st day of March, 1851, for a term of 99 years, from 1st May, 1850, at the very low rent of £2 3s. per annum,

**SUBJECT TO THE CONDITIONS OF SALE HEREINAFTER SETFORTH.**

KING, PRINTER, 36 UPPER ORMOND-QUAY, AND 1 CHARLES-STREET, WEST, DUBLIN.

### DESCRIPTIVE PARTICULARS.

The Premises now known as Rockmount Cottage, Kilkee, County Clare, lately in the occupation of Mrs. DeCourcy, deceased, is one of the best situated Lodges in the much frequented and fashionable watering place, Kilkee, stands on a nice plot of ground, and contains two sitting-rooms, six bed-rooms, kitchen, and water closet; there is also a garden at the back and front of the Lodge. The present is an opportunity seldom presented to purchasers as this is the best time of the year to acquire a Lodge at Kilkee.

### IMMEDIATE POSSESSION CAN BE HAD OF THE PREMISES.

#### CONDITIONS OF SALE.

- I.—The highest Bidder shall be the Purchaser, and if any dispute shall arise between two or more Bidders the premises shall be put up again. The Vendors reserve to themselves the liberty of making one bid.
- II.—No Person shall advance less than £5 at any bidding, nor shall retract his bidding after the same shall have been taken down by the Auctioneer.
- III.—The Purchaser shall immediately after the Sale pay to the Auctioneer a deposit of £25 per cent. upon the amount of his purchase-money, and sign an agreement to complete the purchase according to these conditions.
- IV.—The remainder of the purchase-money shall be paid, and the purchase shall be completed on or before the 18th day of July, 1874, at the offices of Messrs. William Roche and Sons (the Solicitors for the Vendors), 4 Stephen's Green, North, Dublin, and if from any cause whatsoever the purchase shall not be completed on that day, the Purchaser shall pay to the Vendors interest after the rate of £5 per cent. per annum on the remainder of the purchase-money from that day until the completion of the purchase.
- V.—The Vendors will, within one week from the day of Sale, deliver to the Purchaser or his Solicitor an abstract of title to the premises offered for sale, such abstract to commence with the indenture of 15th March, 1867, whereby Cornelius Curtin assigned said premises to Maria DeCourcy, widow. And the Purchaser shall not require the production of or investigate, or make any objection or requisition in respect of the prior title, whether referred to in any abstracted document or not.
- VI. The original of said Lease of 31st March, 1851, is not, nor is any copy thereof, in the possession of the Vendors, and the Purchaser shall not be entitled to call for or require the production or delivery of said lease, or of any copy thereof.

JAMES MAGEE & SONS  
Auctioneers  
88, GEORGE STREET,  
LIMERICK.

4  
8  
16  
32  
64  
128  
256  
512  
1024

### CONDITIONS OF SALE—continued.

VII.—The Purchaser shall not be entitled to any searches, save common searches in the Office for Registering Deeds, for acts to affect the Premises by Maria DeCourcy, by Matthew DeCourcy, and by John DeCourcy.

VIII.—The Vendors being Administrators, the Purchaser shall not be entitled to require them to enter into any covenants, save a covenant that they have not encumbered the premises.

IX.—The Purchaser shall accept the production of the Landlord's receipt for the last half-year's rent, as conclusive evidence that all covenants, conditions, and agreements in said original lease have been fulfilled.

X.—The Purchaser shall not be entitled to compensation, or to be discharged from the purchase by reason of any trifling error or misdescription of the premises, or their tenure; and shall take subject to all such rights of way, light, air, &c., as now existing, if any.

XI.—All objections and requisitions in respect of the title, or the abstract or particulars, or anything appearing therein respectively, shall be stated in writing, and sent to the Vendor's Solicitors, within ten days from the delivery of the Abstract; and all objections and requisitions not sent within that time shall be considered to be waived. If any objection or requisition shall be made which the Vendors will be unable or unwilling to remove or comply with, the Vendors shall be at liberty (notwithstanding any intermediate negotiation on the subject of such objection or requisition, or attempts to remove or comply with same) by notice in writing to the Purchaser, to rescind the sale; in which case the Purchaser shall be entitled to receive back the deposit, without interest, and the Purchaser shall have no claim on the Vendor for the expenses of investigating the title, or other expenses, or for compensation.

XII.—Upon payment of the residue of the purchase money at the time and place above mentioned, the Vendors shall make and execute to the Purchaser a proper assurance of the property, such assurance to be prepared by and at the expense of the Purchaser, and to be left by him for execution at the office aforesaid, not less than seven days before the 18th day of July, 1874.

XIII.—If the Purchaser shall fail to comply with these conditions, his deposit money shall be forfeited to the Vendors, who shall be at liberty to proceed to another Sale, either by Public Auction or Private Contract, with or without notice to the Purchaser at the present Sale, and the deficiency, if any, occasioned by such second Sale, together with all charges attending the same, shall immediately after such Sale be made good by the Defaulter at this present Sale, and in case of non-payment of the same the whole shall be recoverable by the Vendors as and for liquidated damages, and it shall not be necessary for the Vendors to tender a conveyance.

XIV.—Purchaser to pay £5 per cent. Auction Fees.

JAMES WATSON & SONS,  
Auctioneers and Land Agents,  
66, GEORGE STREET,  
LIMERICK.

**RENTALS,**

**CONDITIONS OF SALE, AND PARTICULARS  
OF THE PREMISES KNOWN AS**

**ROCKMOUNT COTTAGE, KILKEE,**

County Clare,

**TO BE SOLD**

**BY PUBLIC AUCTION,**

On SATURDAY, 4th day of JULY, 1874,

At One o'clock,

AT HIS AUCTION ROOMS,

35 PATRICK STREET, LIMERICK,

BY

EDMOND BEVERIDGE.

*See conditions  
of sale —*

WILLIAM ROCHE AND SONS,

SOLICITORS FOR VENDORS,

4 Stephen's-green, North, Dublin.

KING, Printer, 36 Upper Ormond-quay, Dublin  
100-20-6-74.