

**SUBURBS OF THE CITY OF LIMERICK**  
**MAIN STREET OF THE TOWN OF MALLOW**

**FEE SIMPLE GROUND RENTS**

and other Rents, payable out of parts of the Lands of Little Kilrush, situate on the North Circular and Ennis Roads, in the suburbs of Limerick.

**FEE FARM RENT**

and other Rents, payable out of Public Premises situate in the Main Street of the Town of Mallow, County of Cork.

**ESTATE OF THE TRUSTEES FOR SALE**

Under the will of Thomas Haines Revington, deceased

**Rental, Particulars and Conditions of Sale**

of Fee Simple Ground Rents and other Rents, payable out of Houses and parts of the Lands of Little Kilrush, situate on the Circular Road and Ennis Road, Limerick.

Divided into 10 Lots.

ALSO

**Rental, Particulars and Conditions of Sale**

of Fee Farm and other Rents, payable out of Public Premises, Main Street, Mallow.

In One Lot only.

**TO BE SOLD BY PUBLIC AUCTION**

By WILLIAM B. FITT, Auctioneer

At No. 46 O'Connell Street, in the City of Limerick

On Friday, the 1st day of December, 1933

at the hour of 12 o'clock.

For Particulars and copies of the Conditions of Sale apply to:

WHITE & MEARES, Solicitors,  
41 Stephen's Green, Dublin;

BENNETT, LEAVER & HAYWARD, Solicitors,  
11 Great James Street, Bedford Row,  
London, W.C.1.

Or to the Auctioneer:

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## SUBURBS OF THE CITY OF LIMERICK.

### REVINGTON ESTATE

#### For Sale by PUBLIC AUCTION Fee Simple Ground and Other Rents

Payable out of parts of the lands of KILRUSH LITTLE, situate on the Circular and Ennis Roads, Limerick. Divided into Ten Lots, as follows :—

##### **LOT 1 (coloured PINK on the plan of Lots).**

###### **Plot No. 1.**

The sum of <sup>£50-0-0</sup>~~£42-11s. 9d.~~, being the yearly rent payable out of the residence called SHANNON LAWN, and land.

Area : ~~5a. 1r. 35p.~~

Poor Law Valuation : Buildings, £56 ;  
Land, £13.

Lease dated the 25th day of February, 1863, from Thomas Revington to John Thomas McSheehy. Term, 999 years. Yearly rent, £46 17s. 3d. Gale days, 25th March, 29th Sept. ✕

Area : 5a. 3r. 10p., Statute Measure.

###### **Plot No. 2.**

✓ The sum of £35 7s. 0d., being the yearly rent payable out of the residence and land called SUNVILLE.

Poor Law Valuation, £6. Buildings, £60 ;  
Land, £11 5s. 0d.

Lease from Thomas Revington to Edward Cruise dated the 28th February, 1862. Term, 999 years. Yearly rent, £38. Gale days, 25th March and 29th September.

Area : 5 statute acres.

###### **Plots Nos. 3 and 3a.**

The sum of £33 9s. 0d., being the total of two yearly rents payable out of the residence called KYLEGLAS and field adjoining same, containing 4a. 3r. 22p. Poor Law Valuation : Buildings, £44 ;  
Land, £11.

(3) Lease dated the 17th day of March, 1862, Thomas Revington to the Reverend Benjamin Jacob. Term, 999 years. Yearly rent, £20. Gale days, 25th March, 29th September.

Area : 2a. 0r. 3p., Statute Measure.

(3a) Lease dated the 17th day of March, 1862, Thomas Revington to the Reverend Benjamin Jacob. Term, 999 years. Yearly rent, £16 10s. 0d. Gale days, 25th March, 29th September.

Area : 2a. 3r. 22p., Statute Measure.

**Plot No. 4.**

The sum of £36 18s. 2d., being the yearly rent payable out of the residence called LOTA and land, containing 5a. 0r. 30p.

Poor Law Valuation: Buildings, £59 ;  
Land, £11.

Lease dated the 3rd day of December, 1864, from Thomas Revington to Edward John Collins. Term, 999 years. Yearly rent, £39 13s. 9d. Gale days, 25th March, 29th September. Area : 5a. 1r. 14p., Statute Measure.

**Plot No. 5.**

The sum of £27 18s. 0d., being the yearly rent payable out of the residence and land called OLDCHURCH.

Area : 1a. 3r. 20p., Statute Measure.

Poor Law Valuation: Buildings, £39.

Lease dated the 2nd day of March, 1863, from Sir Mathew Harrington to the Hon. Robert O'Brien. Term, for ever. Yearly rent, £30. Gale days, 25th March, 29th September. Area : 1a. 3r. 20p., Statute Measure.

**Plot No. 5a.**

The sum of £15 2s. 4d., being the yearly rent payable out of the field at the rere of Oldchurch, containing 3a. 1r. 13p. Statute Measure.

Poor Law Valuation, £11, land only.

Lease dated the 22nd day of October, 1863, Thomas Revington to the Hon. Robert O'Brien. Term, for ever. Yearly rent, £15 12s. 6d. Gale days, 25th March, 29th September. Area : 3a. 0r. 20p., Statute Measure.

**Plot No. 34.**

The sum of £18, being the yearly rent payable out of fields adjoining the foregoing, which contain 16a. 2r. 18p., Statute Measure.

Poor Law Valuation, £33 5s. 0d. (No buildings).

Lease dated the 27th day of December, 1916, Thomas Haines Revington to Francis John Cleeve and Francis Edgar Kearney. Term, 99 years. Annual rent, £18. Gale days, 25th March, 29th December.

Area : 14a. 3r. 1p., Statute Measure.

**Plot No. 6.**

The sum of £13 19s. 0d., being the yearly rent payable out of the residence and land called DERRAVOHER.

Poor Law Valuation: Buildings, £21 ;  
Land, £5.

Lease dated the 17th day of February, 1830, from Mathew Barrington to William Henshaw Owen. Term, 999 years. Rent, £15. Gale days, 25th March, 29th September. Area : 1a. 0r. 20p., Statute Measure.



**Plot No. 6a.**

The sum of £12, being the yearly rent payable out of the field adjoining Barrington Pier, western side, which contains 2a. 0r. 17p., Statute Measure.  
~~Poor Law Valuation, £4 (No buildings).~~

Lease dated the 24th day of December, 1863, Thomas Revington to Francis Cherry Sykes. Term, 999 years. Rent, £12. Gale days, 25th March and 29th September.  
Area : 2a., Statute Measure.

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**Plots Nos. 7 and 7a.**

The sum of £29 15s. 6d., being the total of two yearly rents, £18 12s. 0d. and £11 3s. 0d., payable out of the residence called TRIVOLI and land attached, which contains 1a. 3r. 0p. and 1a. 0r. 35p., Statute Measure.  
Buildings, £48 ; Land, £18.

(7) Lease dated the 13th day of May, 1839, from Mathew Barrington. Term, 999 years. Rent, £20. Gale days, 25th March and 29th September.  
Area : 1a. 3r. 0p., Statute Measure.

(7a) Lease dated the 3rd day of January, 1945, Mathew Barrington to Francis Hugh Massey Wheeler and

Term, 999 years. Rent, £12. Gale days, 25th March, 29th September.  
Area : 1a. 0r. 35p., Statute Measure.

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**Plot No. 16a.**

The sum of £7, being the yearly rent payable out of the residence and land called ARDBEG.  
Poor Law Valuation : Buildings, £22 10s. ; Land, £1 10s. 0d.

Lease dated the 1st day of July, 1895, Thomas Haines Revington to Henry Martin. Term, 900 years. Rent, £7 10s. Gale days, 1st June, 1st December.  
Area : about 3 roods.

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**Plot No. 16b.**

The sum of £10, being the yearly rent payable out of the residence and land called HAWTHORNE.  
Poor Law Valuation : Buildings, £43 ; Land, £2.

Lease dated the 31st day of December, 1896, Thomas Haines Revington to John MacNamara. Term, 900 years. Rent, £10. Gale days, 25th March, 29th September.  
Area : 1 statute acre.

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**Plot No. 16c.**

The sum of £16, being the yearly rent payable out of the residence called SHAMROCKVILLE and land.  
Poor Law Valuation : Buildings, £41 ; Land, £4.

Lease dated the 23rd day of February, 1906, Thomas Haines Revington to George R. Ryan. Term, 999 years. Rent, £16. Gale days, 1st February, 1st August.  
Area : 2a. 2r. 0p., Statute Measure.

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**Plot No. 35.**

The sum of <sup>£100</sup>~~£60~~ and, after March, 1936, the sum of ~~£100~~, being the yearly rent payable in respect of the land known as REVINGTON PARK, which contains 11a. 1r. 14p., on which new houses are being built.  
 Poor Law Valuation, £21 10s. 0d. (Land only).

Lease dated the 8th day of April, 1933, Arthur Cortland MacGregor to Edmund Loftus Wickham. Term, 999 years. Rent, £60 until March, 1936, and then £100. Gale days, 25th March, 29th September.  
 Area: 11a. 1r. 14p., Statute Measure.

**Plot No. 35a.**

The sum of £81, being the yearly rent payable in respect of the plot of ground containing 8a. 2r. 10p., Statute Measure, opposite Eden Terrace, on which there are 26 newly-built houses.  
 Poor Law Valuation: Buildings, £379; Land, £12 10s. 0d.

Lease dated the 10th day of July, 1919, Thomas Haines Revington to John Kenny. Term, 90 years. Rent, £81. Gale days, 25th March, 29th Sept.  
 Area: 8a. 0r. 20p., Statute Measure.

Deed of Variation, 31st day of October, 1929, Royal Exchange to John Kenny.

**Plot No. 36.**

The sum of £44 7s. 6d., being the season's grazing money payable out of fields which contain 17a. 3r. 34p., Statute Measure.  
 Poor Law Valuation, £36 10s. 0d.

Grazing Agreement for 11 months ending the 1st February, 1934. Vendor pays rates.

**Plot No. 37.**

The sum of £2, being the yearly rent payable in respect of the Osier Bed on the western side of Barrington Pier.  
 (No Poor Law Valuation.)

Agreement dated the 30th day of September, 1918. Term, 20 years. Rent, £2. Osier bed western side of Barrington Pier.

The total rental of the above divisions comes to £487, and the total Poor Law Valuation to £1,015.

All the foregoing premises are situate on the Circular Road, Limerick.

The Caretaker's Cottage is included with this Lot No. 1.

The Purchaser of this Lot is liable for the repair of Barrington's Pier and of the River Embankments on both sides of the Pier to the boundaries of the estate.



**LOT No. 2 (coloured LIGHT GREEN on the Plan of the Lots).**

**Plot No. 16.**

The sum of £22 8s. 0d., being the yearly rent payable in respect of the four semi-detached houses known as CLIFTONVILLE, situate on the Ennis Road.  
~~Poor Law Valuation : Buildings, £80 ;~~  
~~Land, £4.~~

Lease dated the 30th day of April, 1877,  
Thomas Revington to William Owens.  
Term, 999 years. Rent, £24. Gale  
days, 25th March, 29th September.  
Area : 1a. 2r. 0p., Statute Measure.

**LOT No. 3 (coloured BROWN on the Plan of the Lots).**

**Plots Nos. 9 and 9a.**

The sum of £33 17s. 0d., being the total yearly rent payable in respect of (1) the residence known as THORNVILLE, and (2) the land adjoining same.  
~~Poor Law Valuation : Buildings, £80 ;~~  
~~Land, £23.~~

(9) Lease dated the 6th day of March, 1840, Mathew Barrington to George Gibbon Williams. Term, 999 years. Rent, £10. Gale days, 25th March, 29th September.  
Area : 1a. 2r. 16p., Statute Measure.

(9a) Copy Lease dated the 3rd February, 1844, Mathew Barrington to James Harvey. Term, 999 years. Rent, £25. Gale days, 25th March, 29th September.  
Area : 2a. 0r. 29p., Statute Measure.

**LOT No. 4 (coloured PALE BLUE on the Plan of the Lots).**

**Plot No. 8.**

The sum of £20 10s. 3d., being the yearly rent payable in respect of the residence known as LAURELVILLE.

~~Poor Law Valuation : Buildings, £27 ;~~  
~~Land, £9.~~

Lease dated the 1st day of November 1844, Mathew Barrington to George Wilson. Term, 999 years. Rent, £22 1s. 3d. Gale days, 25th March and 29th September.  
Area : 2a., Statute Measure.

**LOT 5 (coloured YELLOW on the Plan of the Lots).**

**Plot No. 14.**

The sum of £72, being the yearly rent payable in respect of the 12 houses known as EDEN TERRACE.

Poor Law Valuation : Buildings, £24 8s.;  
Land, £10.

Lease dated the 30th day of April, 1877, Thomas Revington and Homan Haines and Chas. Humphries Haines to Daniel Taylor. Term, 999 years. Rent, £72. Gale days, 1st March, 1st September. Area : 3a., Statute Measure.

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**LOT No. 6 (coloured DARK GREEN on the Plan of the Lots).**

**Plot No. 13**

The sum of £38 11s. 0d., being the yearly rent payable out of the residence known as FORT MARY, area 1a. 2r. 20p., and field adjoining, which contains 2a. 0r. 20p.

Poor Law Valuation : Buildings, £47;  
Land, £7.

Lease dated the 26th day of February, 1878, Thomas Revington to Michael J. Clery. Term, 999 years. Rent, £40. Gale days, 25th March, 29th September. Area : 4a., Statute Measure.

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**LOT No. 7 (coloured ORANGE on the Plan of the Lots).**

**Plot No. 10.**

The sum of £7 9s. 6d., being the yearly rent payable out of the residence known as CRAGFIELD.

Poor Law Valuation : Buildings, £23;  
Land, £2.

Lease dated the 8th day of July, 1863, Thomas Revington to Ambrose Hall. Term, 999 years. Rent, £8. Gale days, 25th March and 29th September. Area : 1 statute acre.

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**Plot No. 12.**

The sum of £14 1s. 0d., being the yearly rent payable out of the residence known as ORELANDS.

Poor Law Valuation : Buildings, £32;  
Land, £3.

Lease dated the 14th day of June, 1864, Thomas Revington to John MacKern. Term, 999 years. Gale days, 25th March, 29th September. Area : 1a. 2r. 0p., Statute Measure.

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**LOT No. 8 (coloured BLUE on the Plan of the Lots).**

**Plot No. 11.**

The sum of £14 3s. 6d., being the yearly rent payable out of the residence known as BRACKEN BRAE.

Poor Law Valuation : Buildings, £23;  
Land, £2.

Lease dated the 8th day of December, 1868, Thomas Revington to Ambrose Hall. Term, 999 years. Rent £15. Gale days, 25th March, 29th September. Area : 3a. Statute Measure.

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**Plot No. 15.**

✓  
X The sum of £25 9s. 3d., being the yearly rent payable out of the land adjoining the same, which contains 4a. 0r. 39p., Irish Plantation Measure.

~~Poor Law Valuation, £20.~~

Lease dated the 13th day of August, 1878, Thomas Revington to William Fry. Term, 999 years. Rent, £25 9s. 3d. Gale days, 1st May, 1st November.

Area: 4a. 0r. 39p., Irish Plantation Measure.

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**LOT No. 9 (coloured CARMINE on the Plan of the Lots).**

**Plot No. 30.**

The sum of £105 19s. 4d., being the total yearly rents payable to the Vendors by the tenants of 8 houses known as ARDHUE TERRACE.

Total Poor Law Valuation, £31.

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**LOT No. 10 (coloured PURPLE on the Plan of the Lots).**

**Plot No. 31.**

✓  
X The sum of £24, being the yearly rent payable out of the residence called ARDHUE COTTAGE.

~~Poor Law Valuation, £13.~~

Lease dated the 10th day of October, 1924, Thomas Haines Revington to Alexander Jordan. Term, 99 years. Rent, £24. Gale days, 1st February, 1st August.

Area: 1r. 20p.

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The above Lots Nos. 3 to 10 are situate on the Circular Road, Limerick.

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# CITY OF LIMERICK ESTATE

## Descriptive Particulars

### **LOT 1.**

**PLOT 1. Shannon Lawn**, comprising substantially built residence, detached and on its own grounds, with gate lodge, gardens and pleasure grounds.

**PLOT 2. Sunville.** Same class of property as No. 1.

**PLOT 3. Kyleglas.** Ditto.

**PLOT 4. Lota.** Ditto.

**PLOT 5. Oldchurch.** Ditto. No gate lodge.

**PLOT 5a. Field** adjoining Barrington's Pier, east side. No buildings.

**PLOT 34. Grazing fields** adjoining foregoing, containing 16a. 2r. 19p., Statute. No buildings.

**PLOT 6. Derravoher.** Well-built residence, with gardens and grounds, etc.

**PLOT 6a. Field** adjoining Barrington's Pier, west side. No buildings.

**PLOTS 7 and 7a. Tivoli.** Substantially built residence, with gate lodge, gardens, pleasure grounds, together with land attached, containing 1a. 0r. 35p.

**PLOT 16a. Ardbeg**, comprising a single-storey brick and slate built residence, detached and on its own grounds, with gardens and pleasure grounds.

**PLOT 16b. Hawthorn**, comprising substantially built residence, detached and on its own grounds, with garden and pleasure grounds.

**PLOT 16c. Shamrockville**, comprising substantially built detached residence on its own grounds, with gate lodge, gardens and pleasure grounds.

**PLOT 35.** This lot, known as **Revington Park**, North Circular Road, consists of two plots of building ground, containing 11a. 1r. 14p., Statute, with six houses already built or in course of construction; nice convenient-sized houses. A most eligible building site. The rent is £60 per annum to 25th March, 1936, and from March, 1936, to remainder of term £100.

**PLOT 35a.** A plot of ground opposite **Eden Terrace** on the North Circular Road, containing 8a. 2r. 10p., Statute, on which there are 25 newly-erected dwelling-houses with gardens attached; 6 of the houses are detached, and 20 semi-detached. All two-storey except 3.



**PLOT 36. Grazing lands**, situate on the North Circular Road, consisting of two fields containing 17a. 3r. 34p., Statute Measure, let to tenant under Grazing Agreement for eleven months ending 1st February, 1934, at a rent of £44 7s. 6d., landlord paying rates. Fair good grazing land ; portion would make a building site.

**PLOT 37. Osier Bed** outside River Embankment, west side of Barrington's Pier.  
**Caretaker's Cottage.** Small, single-storey house, adjacent to Ardhue Terrace.

#### **LOT 2.**

**Cliftonville**, situate on the Ennis Road, consisting of a terrace of four semi-detached houses, with gardens and pleasure grounds.

#### **LOT 3.**

**Thornville.** Substantially built residence, with front gate lodge on the Circular Road, and back lodge on the Ennis Road, together with plot of ground at Kilrush, pleasure grounds and gardens.

#### **LOT 4.**

**Laurelville**, situate on the North Circular Road. Well-built residence, detached, and on its own grounds, with garden and pleasure grounds.

#### **LOT 5.**

**Eden Terrace**, consisting of 12 well and substantially built two-storey dwelling-houses with basements, situate on the North Circular Road. Pleasure grounds in front and large garden at rear of each house.

#### **LOT 6.**

**Fort Mary**, situate on the North Circular Road. Substantially built residence, detached, and on its own grounds, with garden and pleasure grounds ; also the field adjoining containing 2a. 0r. 20p., Statute. A most excellent building site.

#### **LOT 7.**

(10) **Cragfield**, situate on the North Circular Road. Single-storey detached residence on its own grounds with garden and pleasure grounds.

(12) **Oreland**, situate on the North Circular Road. Substantially built detached residence, with gate lodge, garden and pleasure grounds.

#### **LOT 8.**

**Bracken Brae**, situate on the North Circular Road, comprising a single-storey, well-built residence, detached, and on its own grounds, with gate lodge, garden and pleasure grounds ; also the grazing land adjoining Bracken Brae, area 4a. 0r. 39p., Irish Plantation Measure, together with some cattle sheds and hay barn erected thereon.

#### **LOT 9.**

**Ardhue Terrace**, consisting of 8 single-storey cottages, situate on the North Circular Road, with small gardens attached ; let to tenants producing a gross rental of £105 19s. 4d.

#### **LOT 10.**

**Ardhue Cottage**, situate on the North Circular Road. Two-storey residence, on its own grounds, with large garden and pleasure grounds.

# TOWN OF MALLOW

## Revington Estate

### SALE BY PUBLIC AUCTION

for the Trustees of the Revington Estate,

In One Lot Only.

of the following Fee Farm Rent, and other rents payable out of Public Premises in Mallow.

- |  |  |
|--|--|
| (A) The sum of £67 5s. 6d., being the yearly fee farm rent payable by the Provincial Bank, Mallow.<br><br>Poor Law Valuation, £120 0s. 0d.   | Fee Farm Grant dated the 9th day of November, 1854, the Earl of Listowel and Richard Hare to the Provincial Bank Trustees.<br><br>Dwellinghouse, out-offices, buildings, yard and garden, north side, Main Street, Mallow.<br>Rent, £70. Gale days, 25th March and 29th September. |
| (B) The sum of £47 19s. 0d., being the yearly leasehold rent payable by the Mallow Club, which adjoins the above lot. The late owner used to give a small yearly abatement.<br>Poor Law Valuation: Buildings, £48 10s. 0d; Land, £1 10s. 0d. | Lease dated the 21st day of March, 1864, Thomas Revington to John Williamson, Edward Braddell and Edward Farmer. Same description of premises.<br>Term, 500 years. Rent, £50. Gale days, 1st May and 1st November.   |
| (C) The sum of £1 10s. 0d., being the yearly rent payable out of buildings at the rere used as a Club Bar.   | Same gale days.  |
| (D) The sum of £8 14s. 0d., being the yearly rent payable by the tenant of the premises Number 34 Bank Place, Mallow, used as a Carpenter's Shop.<br>Poor Law Valuation, £6.<br>Total yearly rental, £125 8s. 6d.                            | Monthly tenancy.   |

NOTE.—The above property is held in fee farm subject to the annual rent of £35 18s. 6d., payable to the Norreys Estate.



# **TOWN OF MALLOW ESTATE**

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## **Descriptive Particulars**

### **ALL ONE LOT.**

(A) The premises known as the Provincial Bank and residence, adjoining the Mallow Club at north side of Main Street. Four-storey house, in excellent order and condition, with large walled-in garden. Exceptionally fine premises.

(B and C) The Mallow Club, situated on the north side of Main Street. Substantial premises, with garden at rear; also a small portion connected with the Club, used as a bar.

(D) 34 Bank Place. These premises consist of a Carpenter's Shop, with three rooms overhead.

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## **Particulars of Tenure**

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### **(LIMERICK CITY ESTATE)**

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The premises are held in fee simple under a Conveyance from a Judge of the Landed Estates Court dated the 18th day of December, 1861, to the late Thomas Revington deceased, and the vendors are the Royal Exchange Assurance Corporation as the trustees for sale under the will of his son, the late Thomas Haines Revington, deceased, dated the 20th day of June, 1924.

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## **Particulars of Tenure**

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### **(MALLOW TOWN ESTATE)**

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The premises for sale are held in fee simple under a fee farm grant dated the 1st day of December, 1855 from Denham Norreys to the Earl of Listowel, and Richard Hare, subject to the annual rent of £37 8s. 6d. By Indenture dated the 28th day of September, 1860, the said Richard Hare as the surviving grantee conveyed the premises to the late Thomas Revington, deceased, and the vendors are the Royal Exchange Assurance Corporation as the trustees for sale under the will of his son, Thomas Haines Revington, deceased, dated the 20th day of June, 1924.



## Conditions of Sale

1. The highest bidder for each lot shall be the purchaser, the Vendors fixing a reserve price in each case and if any dispute shall arise as to any bid, the lot shall be put up again at the last undisputed bid. The amount of the advance at each bid shall not be less than £5 and no bidding shall be retracted. The Vendors reserve the right to bid up to the reserve price for each lot by their agent.

2. The purchaser of each lot shall immediately after the sale pay to the Auctioneer a deposit of twenty-five per cent, of the amount of the purchase money, together with five per cent. on the purchase money as auctioneer's commission, and sign an agreement in the form annexed hereto to complete the purchase, and shall pay the remainder of the purchase money on the 8th day of January, 1934, at the office of the Vendors' solicitors, White & Meares, 41, St. Stephen's Green, Dublin, on which date and at such place the purchase shall be completed.

3. The possession of the lot or the rent thereof will be received and retained and any outgoings due by the Vendors will be paid by them down to the day fixed for completion and as from that day the purchaser of each lot having paid his purchase money shall be entitled to the possession or the receipt of the rent of same and for the purpose of this condition any rent or outgoings shall be apportioned and at the time of completion the purchaser of each lot shall pay to the Vendors their proportion of the accruing rents less a proportion of any accruing outgoing. If from any cause whatever other than the wilful default of the Vendors the purchase of any lot shall not be completed on or before the date fixed for the completion the purchaser shall pay to the Vendors interest at the rate of 5 per cent. on the balance of the purchase money from that day until the actual completion of the purchase, and shall not be entitled to any compensation for the Vendors delay or otherwise, but this stipulation is without prejudice to any of the Vendors' rights under any other condition.

4. The title to the Limerick Estate shall consist of the Landed Estates Court Conveyance dated the 18th day of December, 1861, to Thomas Revington, the Conveyance dated the 25th day of March, 1886 from Thomas Revington to Thomas Haines Revington and the Will of the said Thomas Haines Revington, deceased, dated the 20th day of June, 1924. In the year 1861, the said Thomas Revington executed a mortgage for £5,000, in favour of Henry Bewley, which was duly paid off in the year 1866, and the Reconveyance registered, but neither the original mortgage or original Reconveyance is in the Vendors' hands, or any copies of same. The purchaser of each lot therefore will be handed a plain copy of the attested copy Memorial only. Any purchaser shall not require an abstract or the production of any deed or instrument not in the possession of the Vendors which is recited or noticed in any abstracted deed, will, or other original document dated 10 years or upwards before the sale, or require any further information relative thereto than appears from the Abstract. The said Indenture dated the 25th day of March, 1886, was a voluntary Conveyance. The purchaser of any lot shall not raise any objection or requisition on this fact, and shall conclusively assume that the donor was at that time and continued to be amply solvent until his death, and had not dealt or attempted to deal with the property since the date of the gift thereof down to the date of his death.



5. By Indenture of annuity dated the 13th day of September, 1880, the said Thomas Revington granted unto Olivia Constance Revington, wife of Thomas Haines Revington, provided she happened to survive her husband, a Jointure rent charge of £300, made payable out of the lands of Kilrush, and charged thereon, and by the same Indenture the same lands were granted to certain trustees for the term of 100 years. By decree absolute dated the 10th day of November, 1891, of the High Court of Justice in England, the marriage between the parties was dissolved, and by Order of the same Court dated the 8th day of December, 1913, the said Jointure rent charge was extinguished, and a direction given that the trustees do convey the estate back to the said Thomas Haines Revington. This Reconveyance has not been made, and no purchaser shall raise any question relating to the said annuity, the said divorce proceedings, or the said term of years held by the said trustees, nor shall any purchaser require either the said decree or order respectively to be registered in the Registry of Deeds, Dublin. The purchaser of any lot shall not require the vendors to procure a reconveyance of the legal estate or to trace the devolution thereof, or make any requisition or objection in relation thereto.

6. The firm of Messrs. James Welply and Son, Land Agents, No. 65 O'Connell Street, Limerick, acted in collecting the rents for the late Thomas Haines Revington, deceased, from the year 1892, down to the date of his death in the year 1929, and are now collecting the rents for the Vendors. If required by the Purchaser of any Lot, and at his expense the Senior Partner of this firm will make a statutory declaration that the late Thomas Haines Revington was in receipt of the rents and profits for his own use for over forty years before the present date, and according to the title as shewn.

7. The Vendors have lodged a requisition for a negative search in the Registry of Deeds Office, Dublin, on the Index of Names only, against Thomas Revington from the 1st day of December, 1861, to the 1st day of April, 1886, and by Thomas Haines Revington from the 1st day of March, 1886, to the 1st day of March, 1930, and by the Vendors from the 1st day of March, 1929, to the present time to affect the lands of Little Kilrush, and the purchaser of each lot will be handed an official certified copy of the same with notes by the Vendors' solicitors explaining the nature of each Act which may appear on the same. Any other searches which may be required by any purchaser shall be made by himself at his own expense.

8. The purchaser of each Lot shall accept the fact without requisition or objection that all debts of the late Thomas Haines Revington, deceased, and all his testamentary and funeral expenses have been duly paid and discharged. The death duties on the property are being paid by yearly instalments, and the receipts will be produced for inspection, and an undertaking given by the Vendors to pay the remaining instalments as they become due. The purchaser of any Lot shall not require the balance of the said Death Duties to be paid otherwise than in such instalments, and shall make no requisition or objection whatsoever in respect thereof.

9. Every Deed or Document bearing a date more than 25 years before the Sale shall be conclusive evidence of everything therein recited, stated, or referred to, and of the contents and due execution of every deed or other document recited, stated, or referred to therein, and of which neither the original, nor an attested copy is in the Vendors' possession, and also that such Deed or other Document has no other material matter.



10. Each Lot is subject to the existing tenancy thereof, and to any rights, easements, and restrictive covenants set out in the particulars. The counterparts, or copies of the leases or agreements, where existing, with the tenants, and copies of any Consents or Notices given to or received from tenants, and copies also of the title deeds dated the 18th day of December, 1861, and the 25th day of March, 1886, already referred to, will be produced at the Sale, and can be seen at the Office of the Vendors' solicitors at any time within seven days before the Auction date, and the purchaser of each Lot, whether he does or does not inspect the said leases, agreements, title deeds and documents, shall be deemed to have purchased with full knowledge of the contents and terms of same, and the nature and extent of the rights, easements, and restrictive covenants affecting each Lot notwithstanding any incomplete or inaccurate statement thereof in the particulars, or these conditions, and of the state of the property, as to repairs, party walls and any other matters. Where the Vendors have no counterpart of any lease or agreement the purchaser of the Lot shall be satisfied with such evidence of the terms of the tenancy as the Vendors may be able to furnish. No objection or requisition shall be made by reason of the non-registration of any Deed, Will or other document (if any) nor shall the purchaser of any lot require the same to be registered, whether the same is or is not capable of registration. In particular, the Vendors hold counterparts of all the leases of the Limerick Estate (with one exception), and these leases contain covenants against using the buildings for certain trades and business purposes, and covenants to use the premises in each case as a private residence only. There are also covenants in connection with boundary walls and new buildings. In certain leases the lessees have power to surrender the terms of the lease. There is no counterpart held by the Vendors of the lease dated the 3rd day of February, 1844, from Mathew Barrington to James Harvey (THORNVILLE), but a plain copy instead of the original counterpart will be given to the purchaser of the Lot which contains this rent, being Lot 3. In the case of ARDHUE TERRACE of 8 houses which is lot 9, there are written agreements with five tenants which will be handed to the purchaser, and the purchaser shall raise no objection that the remaining three tenants have not signed agreements, nor require the Vendors to take any steps to compel the said tenants, or any of them to sign agreements.

11. No objection shall be taken or requisition made on the ground that any document or Court Order before the 17th day of May, 1888, is unstamped or insufficiently stamped, if any such there is in connection with the title.

12. The description of and the particulars of figures given for each Lot is believed and shall be deemed to be correct, and each Lot is sold subject to all chief quit or other rents, and outgoings, incidents of tenure, rights of way, water, drainage, light, and other easements (if any), affecting the same and to any liability to repair or contribute to the repair of roads, paths, hedges, walls, fences, sewers, drains, ditches, or embankments, and other incidents in connection with tenure. If any mistake shall be found therein as to figures or otherwise, the same shall not annul a sale nor give rise to any compensation claim. The purchaser of any Lot shall not require evidence of the identity of such Lot with that comprised in any document other than is afforded by a comparison of the description in that document, and the particulars, nor shall the Vendors be bound to reconcile varying descriptions of areas or rents.

13. The property in each Lot shall as to any damage by Fire, or any other inevitable accident arising after the Sale be at the risk of the purchaser of such Lot,



and no claim shall be made against the Vendors for compensation for any damage unless occasioned by their default or neglect.

14. All objections and requisitions in respect of the title by the purchaser of any Lot shall be stated in writing, and sent to the Vendors' solicitors within seven days after the delivery of the Abstract, and subject thereto the title of each Lot is to be deemed accepted and any objection or requisition not sent within that time shall be considered as waived, and any Abstract being in fact imperfect is to be deemed perfect except for the purpose of any objection or requisition which could not be made on the information therein contained and the Vendors' answer to any objection or requisition is to be made in writing within six days after the delivery thereof, and if not so replied to is to be considered satisfactory, and for the purpose of this clause time is to be deemed as of the essence of the contract. If any objection or requisition shall be made and insisted on which the Vendors shall be unable or unwilling to remove or comply with, the Vendors shall be at liberty notwithstanding any intermediate negotiations or litigation in respect thereof or attempts to remove or comply with the same by notice in writing to the purchaser of any Lot, rescind the sale of such Lot in which case the purchaser of such Lot shall receive back the deposit but without any interest, costs or compensation and shall return forthwith all abstracts and documents in his possession furnished by the Vendors, but the purchaser of such Lot may within seven days after receiving notice to rescind withdraw the objection or requisition in which case the notice to rescind shall be deemed to be withdrawn also.

15. The respective Assignments to each of the purchasers are to be prepared by them at their own expense and the draft in each case for approval on behalf of the Vendors is to be left at the said office of their solicitors at least 12 days before the day fixed for the completion, together with an approval fee of £2 2s. 0d. and the engrossment in each case is to be delivered to the said office at least seven days before the same date for execution by the Vendors. Every other assurance (if any) which shall be required by a purchaser in connection with any outstanding estate or for perfecting the Vendors' title to any Lot shall be prepared and carried through at the expense of the purchaser requiring the same and the expense of perusal and execution by all parties except the Vendors of all Conveyances shall be borne by the purchaser.

16. The Vendors being Trustees for sale under the Will of Thomas Haines Revington, deceased, shall be required to give only the statutory covenant against Incumbrances implied by reason of their being expressed to convey as Trustees and the concurrence of the person beneficially interested in any assurance shall not be required by any purchaser.

17. The completion of the purchase of any Lot shall not be delayed on the ground that neither the contract or the Conveyance is stamped with the "Particulars Delivered Stamp" but in that case the Purchaser shall be entitled to and shall be satisfied with the delivery to him on completion of the official form filled up and signed by the Vendors' solicitors, upon production of which such Stamp may be obtained on the Conveyance.

18. The purchaser of the largest part in value of the Limerick property shall be entitled after the completion of the sale of all such property to the custody of the Title Deeds as far as same are in the Vendors' possession and shall give to the



purchasers of the other parts of the same property a statutory acknowledgment of his or their right to production and delivery of copies of such Title Deeds and a statutory undertaking for the safe custody thereof. If any part of such property shall not be sold at this sale the Vendors shall retain such title deeds until all such property shall be sold and the purchasers of the Lots sold shall in the meantime be entitled at their own expense to the production of such Title Deeds and to copies of them, but not to any acknowledgment or undertaking in respect thereof. The Vendors shall retain such of the Title Deeds in their possession as relate to any of the property offered for sale and also to other property not included in the sale and will, if required, give to the purchasers of any part of the property comprised in such last mentioned title deeds a statutory acknowledgment of the right to production and delivery of copies thereof, but without any undertaking for the safe custody thereof. All acknowledgments and undertakings which shall be required under any provision of this Condition shall be prepared by and at the expense of purchasers requiring the same and if given by the Vendors shall be made determinable on the Vendors parting with the Title Deeds therein referred to and procuring (without expense to the purchaser) from the persons to whom such title documents shall be delivered similar acknowledgments and undertakings to the purchasers or the persons for the time being entitled to the benefit of the Vendors' acknowledgments.

19. If the purchaser of any lot shall neglect or fail to comply with any of these Conditions his deposit money shall be forfeited to the Vendors and the commission to the Auctioneer and the Vendors shall be at liberty with or without notice to resell the lot either by public auction or by private contract at such times, subject to such conditions and in such manner generally as the Vendors may think proper, and the deficiency (if any) arising from such resale with all charges and expenses attending the same after taking into account the deposit, shall immediately after such sale be made good by the defaulter at this present sale and in case of the non-payment of the same shall be recoverable by the Vendors as and for liquidated damages, and it shall not be necessary for the Vendors to tender a Conveyance and on such resale by auction the lot or lots may be bought in and all expenses consequent on a non-successful attempt to resell are to be forthwith paid to the Vendors by the defaulter at the present sale.



## Special Conditions relating to the Mallow Property.

### (Instead of Clause 4).

4. The title to the Mallow Estate shall consist of—
- (A) Lease for three lives renewable for ever, dated the 28th day of April, 1803, from Denham Jephson, to R. de la Cour.
  - (B) Conveyance dated the 18th day of April, 1837, R. de la Cour and others to Thomas Carmichael.
  - (C) Conveyance dated the 13th day of April, 1854. Thomas Carmichael to the Earl of Listowel, and Richard Hare as trustees of the will of Joseph Doughty Windham, deceased.
  - (D) Fee Farm Grant dated the 1st day of December, 1855. Denham Norreys to the Earl of Listowel and Richard Hare.
  - (E) Conveyance dated the 28th day of September, 1860, from Richard Hare as surviving trustee to Thomas Revington.
  - (F) Conveyance dated the 25th day of March, 1886. Thomas Revington to Thomas Haines Revington.
  - (G) Probate of the will of the late Thomas Haines Revington, deceased, dated the 20th day of June, 1924.

### (Instead of Clause 6).

6. The Vendor has lodged a requisition for a Negative Search in the Registry of Deeds Office, Dublin, on the Index of Names only, against Thomas Revington, from the 1st day of January, 1860, to the 31st day of December, 1886, by Thomas Haines Revington, from the 1st day of January, 1886, to the 1st day of March, 1930, and by the Vendors from the 1st day of March, 1929, to the latest date. Any other searches which may be required by any purchaser shall be made by such purchaser at his own expense.

Every other clause in the General Conditions shall be considered as being included here with the necessary changes to suit.

**Biddings.**

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## Memorandum of Agreement.

I  
of  
hereby acknowledge that at the sale by Public Auction held to-day I was the  
highest bidder for and was declared the purchaser of Lot at the  
price of subject to the foregoing Conditions of Sale  
and have paid to the Auctioneers the sum of £ being the  
commission on the sale and also the sum of £ being the  
deposit and in part payment of the purchase money, and I do hereby agree to complete  
the purchase of the said Lot and pay the remainder of the purchase money according  
to the within Conditions of Sale and abide by the same.

AS WITNESS my hand this First day of December, 1933.

Name :—

Address :—

Name of the Purchaser's Solicitor :—

Purchase Money	£	:	:
Commission	£	:	:
	<hr/>		
Total	£	:	:
Paid Deposit Money and Com- mission	£	:	:
	<hr/>		
Balance due	£	:	:

SIGNED by the purchaser in the presence of :—

On behalf of the Vendor I confirm and agree to  
the above sale and purchase.

Auctioneer.

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