

WateriowBros&Layton Lams Birchin Lane, London



# LAKES OF KILLARNEY.

Particulars and Conditions of Sale

·OF THE

Mansion House, Demesne and other Lands,

KNOWN AS THE



# KILLARNEY, COUNTY KERRY, IRELAND.

SITUATE AT

#### BY PUBLIC AUCTION BE SOLD TO

(If not previously disposed of by Private Contract),

IN ONE LOT,

MESSRS. JAMES H. NORTH & CO

Auctioneers,

# On TUESDAY, the 21st day of NOVEMBER, 1899,

### AT THEIR ESTATE SALEROOMS,

### 110, GRAFTON STREET, DUBLIN,

AT THE HOUR OF ONE O'CLOCK P.M.

ATERLOW BROS. & LAYTON, LIMITED, LONDON, E.C.

HE I'EE OIMILE (	JI IIIE	TOLLO	wind	LINDS	mud	I ILLI	101	-0.
NAME OF TOWNLAND.					Сом			UTE MEASURE.
Brickeen Island, con	taining					а. 19	к. 1	Р. <b>34</b>
Cahernaduv	"	/				131	3	3
Cahernabane	"					476	3	39
<b>Cloghereen</b> Lower	"					256	0	28
Cloghereen Upper	,,					270	3	28
Cloghfune	"		0			242	0	21
Crinnagh	"					571	1	9
Cores	"					1,434	2	31
Cullinagh	"					598	0	39
Derrynablunnaga	"			· ···		75	1	5
Dinish Island	"					34	2	1
Doogary	"			•••		1,804	2	14
Dromyrourk	"					266	3	3
Ferta	"				•••	938	3	8
Foardal	"					758	2	8
Gallavally	"					328	3	23
Gearhameen	"	•••				983	2	33
Same	"					48	2	25
Gortadirra	"					1,527	2	33
Gortderraree	"					389	1	34
Gortracussane	"					408	0	25
Killegy Lower	"					146	1	34
Killegy Upper	"		•••		•• •	303	3	9
Looscaunagh	"		'			523	0	3
Muckross	"					759	2	25
Rossnahowgarry	"				*	130	3	11
Tomies Wood	"					267	3	29 —
Torc	"					362	0	. 14

### THE FEE SIMPLE OF THE FOLLOWING LANDS AND PREMISES :---

(2)

### 14,060 2 9

And the interest of the Grantee under a Sub-Fee Farm Grant, dated 16th January, 1855, made between Martin Lawlor of the one part and Henry Arthur Herbert of the other part, in the following Lands and Premises :---

	А.	R.	Р.	
Ardagh (part of), containing	88	2	7	
Carrigafreaghane "	79	1	39	
Gortahoonig "	115	3	39	

284 0 5



From Photo by W. Lawrence, Dublin.

Waterlow Bros. & Layton, Ltd., London, E.C.

ENTRANCE AT CARRIGAFREAGHANE.





From Photo by W. Lawrence, Dublin.

Waterlow Bros. & Layton, Ltd., London, E.C.

MUCKROSS HOUSE.

### DESCRIPTIVE PARTICULARS.

it made

(3)

T is really only once or twice in a century that an opportunity presents itself of acquiring a property such as Muckross. To attempt within the limits of a document such as this to give particulars which would do justice to, or convey an adequate idea of, the Estate, would be as futile as it would be unnecessary.

## Muckross House, Demesne and Abbey,

Torc Waterfall and Mountain, Mangerton Mountain, the Purple Mountain,

The Devil's Punch Bowl, O'Sullivan's Cascade, Dinish Island, Lord Brandon's Cottage,

THE OLD WEIR BRIDGE, AND THE MEETING OF THE WATERS,

all forming portion of the premises to be sold, are familiar names throughout the civilised world, and cannot fail to recall to the minds of those who have visited Killarney visions of loveliness unsurpassed in the United Kingdom. When it is taken into consideration that the Mansion House is, practically speaking, all that could be desired, that

# The Deer Forests have no rival in Freland,

that the Woodcock Shooting is stated to be the best in the United Kingdom, that there is good all-round Shooting, that there is fair Salmon and Trout Fishing, and that the Estate is within five hours by Rail from Dublin, is practically speaking all held in fee simple, and comprises the principal portion of the famous scenery of Killarney, the fact of its coming into the market will be seen to mark an occasion of very unusual importance. Needless to say, the person who aspires to become the owner of Muckross should be one able to occupy the high position which such ownership confers, but to such a man this is a chance not likely to occur again. To give, as stated, any adequate description would be out of the question, and all that can be attempted is to assist any intending purchaser to understand what is for sale. To begin with, there are comprised in the premises for sale about

# 14,000 Acres of FREEHOLD LAND,

out of which nothing is payable save the ordinary rates and taxes, and 284a. or. 5p. (being the lands of Ardagh, Carrigafreaghane and Gortahoonig) held for ever, but which will be sold subject to the yearly rent of  $\pounds 184$  12s. 4d.

The lands comprise what may be termed the demesne portion of the far-famed Muckross Estate, the seat for generations past of the Herbert Family. It is not too much to say that the name of Herbert of Muckross has been as well known in the United Kingdom as that of any Peer of the Realm.

The premises may really be regarded as in hands, the lettings, whether permanent or temporary, being for the advantage of the property instead of interfering in any way with its enjoyment. The particulars of these lettings are set out in the annexed Rental.

DEALING WITH THE PRINCIPAL ITEMS OF INTEREST :---

### The Mansion House

( 4 -)

is situated about three miles from Killarney, which is visited by a greater number of tourists than any other spot in Ireland, and in or about which there are five first-class Hotels. Killarney is a market town, and a station on the Great Southern and Western Railway. It contains a Roman Catholic Cathedral, the Bishop of Kerry's Residence, a Protestant Church, and numerous Banks. At the entrance to the Demesne from Killarney is a handsome cut-stone gate Lodge, from which an avenue over a mile in length, sheltered and ornamented by fine timber, leads to the house.

The erection of the present house, which is in the Elizabethan style, was commenced in the year 1837, and completed in the year 1840, at a cost of, it is believed, about £30,000.

It is built entirely of cut-stone. It is two Storeys over the Basement, and affords the following accommodation : Six Reception Rooms, twenty-seven Bed Rooms, five Dressing Rooms, Billiard Room and Library; two Bath Rooms, with hot and cold water laid on; ten Water Closets, good Kitchen, Sculleries, Larders, Servants' Hall, Butler's, Footmen's, and Housekeeper's Pantries and Store Rooms; extensive Wine, Beer, Wood and Coal Cellars; Plate Room and Fireproof Strong Room, Laundry, &c. The Sanitary arrangements are of a modern description. New Closets have recently been made throughout the House. Within the last two or three years a sum of over  $\pounds_{1,400}$  has been expended upon drainage works and sanitary arrangements. Most beautiful Spring Water, derived from a private source in the Hills, is supplied in an unlimited quantity to the House and Outbuildings by gravitation. The Reservoirs, Filter Beds, &c., are all of the best kind. The situation of the Mansion is unquestionably very fine.

### The views of Forest, Lake, and Mountain from the different windows are magnificent.

It was in Muckross that the Queen and the Prince Consort stayed during their visit to Killarney in the year 1861, and there was a very general impression that had it been decided, as was recently suggested, to establish a Royal Residence in Ireland, Muckross would have been the place chosen.

### The Stables

lie close behind the house. They are in good order, and contain stabling for seven Horses and two Loose Boxes, with large Coach-house, Harness Room, Cleaning Room, and rooms for six Stablemen over the Coach-house and Harness Room.

### The Gardens

comprise extensive Kitchen and Fruit Gardens in very good order. The Pleasure Grounds, Tennis Ground, &c., are nicely laid out.

# Keepers' Lodges.

There is the following accommodation for keepers and servants, viz. : Cottages for a Head-Keeper, two Under-Keepers, and a Gardener; a House for an Under-Gardener, eight Gate Lodges, a Keeper's Lodge, and eighteen Cottages for Workmen.



From Photo by W. Lawrence, Dublin.

Waterlow Bros. & Layton, Ltd., London, E.C.

MUCKROSS ABBEY.



From Photo by W. Lawrence, Dublin.

Waterlow Bros. & Layton, Ltd., London, E.C.

MUCKROSS LAKE.

### The Demesne Proper

consists of the townlands of Muckross, Dromyrourk, Rossnahowgarry, Killegy Lower, Gortracussane, Brickeen Island, Dinish Island, Carrigafreaghane, and part of Torc and Cloghereen Lower, and contains about 1,220 acres. The land is of a good sound arable character, partly limestone subsoil and partly light good cropping land on gravel subsoil. About 230 acres are used for grazing or agricultural purposes, and are practically speaking all in hands.

There is on the townland of Muckross a nice house called "THE CLERGYMAN'S HOUSE," containing Drawing Room, Dining Room, Four Bed Rooms, Bath Room with Lavatory, Kitchen, Pantry, &c. It is at present let under a yearly tenancy at a rent of £20.

## The Timber

in the Demesne proper consists principally of Ornamental Trees, many of them extremely handsome. The timber on the other portions of the lands offered for sale consists of Larch, Scotch Fir, Spruce, Oak, Beech, Birch, Yew, &c. In the Plantations in and adjoining the Demesne proper there are a great many Larch and Oak Trees which might with advantage be thinned.

All the Timber will be included in the Sale.

## The Deer Forests

#### ARE AS FOLLOWS :---

1. The Home or principal Forest comprising the townlands of Torc, Cloghfune, Cores, Crinnagh, Ferta, Gortderraree, Gortracussane, Dromyrourk, Cloghereen Upper, and Killegy Upper, and containing about 5,000 acres.

2. The Upper Lake Forest comprising the townlands of Looscaunagh, Gallavally, Cahernabane, Cahernaduv, Foardal, Doogary, and Derrynablunnaga, and containing about 1,700 acres.

3. The Tomies Forest comprising Tomies Wood and Cullinagh, and containing about 850 acres.

# These Deer Forests are the Finest in Ireland.

(5)

They have been carefully preserved for centuries past, and are well stocked with splendid Red Deer and Japanese Deer. The average number shot annually is about 25 Red Deer Stags, 15 barren Hinds, and seven Japanese Deer, but this number could be considerably increased without injury to the herd, which is estimated at the present time to consist of upwards of 350 head.

### The Game Preserves

are important, and have been carefully looked after. Poaching on this Estate is a thing almost unknown. As regards the Woodcock shooting, the Badminton Book on Shooting says:—"Muckross, Mr. Herbert's seat at "Killarney, is probably more frequented by Woodcock than any place in the British Islands. The year Lord "Elcho resided at Muckross, the party, averaging five guns, shot in 10 days 420 couple of cock. In that winter "there were killed in Muckross Woods 1,250 Woodcock."

#### THE PRINCIPAL COVERTS ARE-

The Home Covert, comprising Muckross Demesne and the surrounding and adjoining plantations and shooting grounds, and containing about 1,560 acres, and The Tomies Coverts, overhanging the Lower Lake, and containing about 850 acres.

There is excellent Duck-Shooting in the Small Lakes in the Demesne and in the Bays about the Estate. Fully
60 brace can be bagged on an average. Snipe are plentiful, and Rabbits are numerous in the Demesne.
Pheasants, Grouse, Partridges, Hares, Wild Geese, Plover, &c., may also be shot. There is really an unlimited
scope for the creation of a large head of Game. The surrounding lands are strictly preserved.

### The Fishing

is good. There are well-stocked Trout Streams in and adjoining the Demesne, and fair sport can be had both with Salmon and Trout on the Muckross Shores of the Lower, Middle, and Upper Lakes of Killarney.

There is good Rod Fishing for Trout in the Pool Stream, Torc River, Tower River, Gearhameen River, and Looscaunagh Lake.

#### This Fishing has all been strictly preserved.

As regards hauling for Salmon, there are five hauling places on the Lower Lake, four on Muckross Lake, and five on the Upper Lake, which have always been used by the Owners for the time being of the Estate offered for sale.

The Salmon Hatcheries on the townlands of Rossnahowgarry and Cloghereen Lower are well designed, and in good working order. They are capable of hatching 80,000 Salmon Ova each year. About 10,000 Loch Leven Trout, 8,000 Trout of other sorts, and 40,000 Salmon were turned out during the past twelve months. The Salmon hauling commences on the 17th January, and ends on the 31st July. The Rod Fishing commences in February, and ends on 1st November. All the Fishing is held in fee simple.

### The Lakes and Loughs,

COMING TO

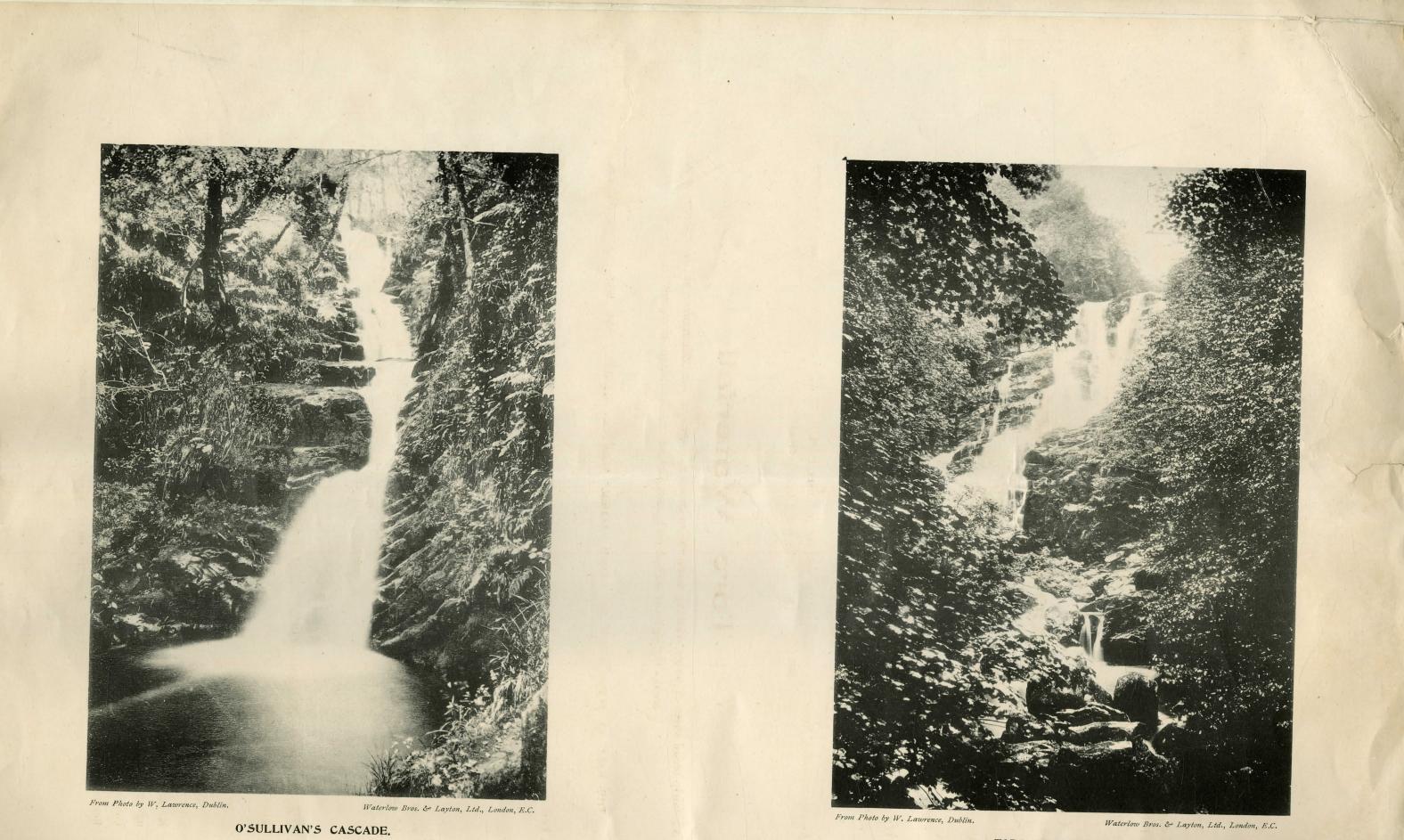
The Middle Lake of Killarney (known as Muckross Lake, and two miles long and seven-eighths of a mile broad)

#### (6)

is entirely surrounded by the Demesne, save as to two inlets from the Lower Lake. The lands to be sold form the boundary of a large portion of the Upper and Lower Lakes. All the Estate or interest of the Vendors or any of them in the above-mentioned Lakes and the entire of Ardagh Lough, Cloghereen Lough (known as the Pool), Doo Lough, Looscaunagh Lough, more than a moiety of the Devil's Punch Bowl, and numerous small Lakes, will be conveyed to the Purchaser.

### The Mountains,

Which the Purchaser will acquire, comprise fully one-half of Mangerton Mountain, one of the most important in Ireland. It is 2,756 feet high. He will also get Tomies Mountain, 2,413 feet; Torc Mountain, 1,764 feet; and about two-thirds of the Purple Mountain, 2,730 feet.



TORC WATERFALL.

### Islands.

(7)

The famous Dinish Island and Brickeen Island, and such estate and interest as the Vendors or any of them have in Friars and Ash Islands, close to the Muckross Shore of the Lower Lake of Killarney, and in the Devil's Island in Muckross Lake, and in Robinson's, Arbutus, Ronayne's, Duck, McCarthy's, and some smaller Islands in the Upper Lake, will be conveyed to the Purchaser.

## Muckross Abbey

was built in the year 1340 by the McCarthymore for the Franciscan Monks, who were, however, driven from the Abbey in 1542 by order of King Henry the Eighth. They returned in the year 1626. The Abbey was finally suppressed by Cromwell.

Muckross Abbey is one of the best known places in Ireland, and no Tourist to Killarney fails to see it.

As any intending Purchaser will, no doubt, visit the premises, there is no use in going into a detailed description. This can be found in any Guide Book.

### Torc Waterfall

is a fairly broad sheet of water, dashing down the rocks on the slope of Torc Mountain. At the Fall the stream breaks through the wall of rock, and plunges down a height of 70 feet.

THE FALL IS SURROUNDED BY LARCH, ALDER, ARBUTUS, LAUREL, OAK AND HAZEL TREES,

The ferns and plants are very beautiful. The views from the top of the Fall are unsurpassed by anything in Ireland.

# O'Sullivan's Cascade

is on the sloping shore of the Lower Lake at the base of Tomies Mountain. It is approached by a narrow path, leading through ferns, wild flowers and forest trees of great variety. The height of the Fall is 70 feet. The water first leaps over a perpendicular rock 20 feet high, it then rushes through a chasm between two large rocks, falls over a precipice, and wends its course to the Lake.

The Colleen Bawn Rocks in the Muckross Lake, the Meeting of the Waters and O'Sullivan's Punch Bowl, between the Upper and Lower Lakes, are well known to every visitor to Killarney.

The land on one side of the Meeting of the Waters and O'Sullivan's Punch Bowl is the property of Lord Kenmare, while that on the other side forms portion of the Premises now offered for sale. All the Estate and interest of the Vendors or any of them in the Meeting of the Waters and O'Sullivan's Punch Bowl will be conveyed to the Purchaser. What is known as Lord Brandon's Cottage is on the lands of Gearhameen, at the head of the Upper Lake, and is the point from which tourists start to go down the Upper Lake through the Long Range, beneath the old Weir Bridge, to Dinish Island. THIS IS THE KEY TO SOME OF

(8)

# The Finest Scenery about Killarney.

The old Weir Bridge crosses the Long Range and joins Lord Kenmare's Estate to the townland of Gortracussane, included in the present Sale. All the Estate and interest of the Vendors or any of them in the Old Weir Bridge and Long Range will be conveyed to the Purchaser.

### Tolls.

For many years past every tourist entering Muckross Demesne has been charged 1s., which has entitled him to entrance to Muckross Abbey. Each visitor to Torc Waterfall has paid 9d., which covers the Queen's drive. Every person leaving Gearhameen to go down the Upper Lake has been charged 1s.

# These Tolls amount annually to upwards of £1,000,

are very easily collected, and will, of course, all become payable to the Purchaser. The rights accorded to tourists are merely permissive, and can of course be stopped by the Purchaser. The tourists do not, however, interfere with the privacy or enjoyment of the Demesne.

In all probability the Purchaser of the above premises will be afforded at a later date the opportunity of purchasing from the Vendors such right of shooting over all the lands in the County of Kerry, forming portion of the Herbert Estates, not now offered for sale, as the present owner of the Estate enjoys. Such outlying shooting districts

comprise, amongst others :---

CARRIGEENCULLIA & KNO	CKANIM	RISH		containing about	1,790	acres.
BROSNA DISTRICT				,,	4,000	,,
CASTLEISLAND DISTRICT				"	8,000	,,
GLANLEA & KNOCKYEALA				,,	1,700	,,
KILKNEEDAN, CAHERDEAN	& CLO	ONYDO	NIGA	N ,,	600	,,
LOUGH GUITANE				,,	700	"
LAHARD				, ,,	2,000	

It has always been the practice on the Estate when making lettings to the Tenants to reserve to the Landlord the shooting rights. The lands have all been preserved. The game includes Woodcock, Grouse, Partridge, Snipe,

Duck, Hares, Plover, and a few Pheasants.

There is a Sporting Club in Tralee, one hour by rail from Killarney, which owns a pack of Foxhounds.

### There are Golf Links in the Earl of Kenmare's Demesne, about 3 miles from Muckross.

There is a Protestant Church called The Church of the Holy Trinity of Muckross, on the townland of Cloghereen, about one mile from the Mansion house. A sum of £50 per annum is charged for ever on portion of the Herbert Estates not now offered for sale towards the support of this Church. The site was presented and the Church erected by the Right Honorable Henry A. Herbert, M.P., a former owner of Muckross. It does not form portion of the premises now for sale.



From Photo by W. Lawrence, Dublin.

Waterlow Bros. & Layton, Ltd., London, E.C.

THE DEVIL'S PUNCH BOWL.



From Photo by W. Lawrence, Dublin.

Waterlow Bros. & Layton, Ltd., London, E.C.

THE UPPER LAKE.

Families already having a grave in the Church-yard adjoining Muckross Abbey have a right of burial in the grave-yard free of charge. Any new family wanting a grave can only acquire it by arrangement with the Estate. It has been the practice when vaults or graves are filled up to allot new spaces. Application is generally made to the agent, and if he decides to give a space, the caretaker at the Abbey is directed to point one out. Nobody save the owner of Muckross for the time being exercises any rights in respect of the grave-yard. It has not been the practice to charge anything for graves or vaults. Very few applications are made, save for new spaces by persons already having graves or vaults. There are four burial-grounds near Killarney. The lands will be sold subject to this right of burial.

Copper Mines on the tongue of land between Muckross Lake and the Lower Lake near Brickeen were many years ago worked on a fairly extensive scale. Also a Marble Quarry near the Copper Mines.

There are two Boat-houses on Muckross Lake, and one on the Lower Lake; they are all in good repair. There are Kennels adjoining the Head Keeper's Cottage.

THERE IS A POST OFFICE WITHIN ONE MILE OF THE MANSION HOUSE.

The old Weir Bridge joins Lord Kenmare's Estate to the Muckross Estate—one-half is believed to belong to each Estate. The Meeting of the Waters is formed by the junction of the two streams that surround Dinish Island. The scenery at this point is very beautiful.

# The Devil's Punch Bowl is a deep Lake over 2,200 feet above the Sea level,

almost at the summit of Mangerton Mountain, and is the source of the stream which forms the Torc Cascade.

The Urban District Council of Killarney enjoy the right of getting from the Devil's Punch Bowl and from Tore River as much water as they wish to supply the town of Killarney. Their right arises under the Act 46 & 47
Vict., Ch. 44, called "The Local Government Board (Ireland) Provisional Order Confirmation (Killarney Water Works) Act, 1883." A six-inch pipe enters the Torc River at a concrete catch-pit, about half-a-mile above Torc Waterfall. This pipe leads to a reservoir and two filtering beds on the townland of Dromyrourk, and thence to Killarney. It is alleged that the six-inch pipe is insufficient, and the Vendors reserve the right of granting to the Urban District Council of Killarney the right of laying a second six-inch pipe.

The pipes, reservoir and filtering beds, with 4 acres 1 rood 22 perches plantation measure of the lands of Ferta, 5 perches like measure of the lands of Cloghereen Upper, and 1 acre like measure of the lands of Dromyrourk, are the property of the Urban District Council, and will not be included in the Sale.

Nothing is payable by the Urban District Council in respect of the Water taken.

The sum of £238 10s. paid by the Killarney Town Commissioners by way of compensation will not become the property of the Purchaser.

The Council enjoy the right of entering the premises for all purposes legitimately connected with the proper exercise of their right to take Water.

( 10 )

### Muckross Lake is entirely surrounded by the Muckross Demesne,

SAVE TWO NARROW ENTRANCES TO THE LOWER LAKE.

It has always been and is regarded by the Herberts of Muckross as part of the Muckross property, but it has been the practice to allow the public, free of charge, to fish for Salmon and Trout in the Lake from Boats, and of course only with rod and line.

The famous Woodcock Coverts of Crohane and Glenflesk, which adjoin each other, form portion of the Herbert Estate, and lie about ten miles East of Muckross, can be purchased from the Vendors. These are on the townlands of Crohane, Derrybinane, and Rossacroonaloo.

The Landlord's interest in the Holdings of all Tenants adjoining the Game Coverts can, if the Purchaser should consider it desirable, be acquired by Private Contract from the Vendors. They all form portion of the Herbert Estate.

The exclusive right of fishing in a stretch about three-fourths of a mile long of the well-known Salmon River called "The Laune," which is the outlet from the Lakes of Killarney to the Sea, belongs to the Herbert Estate, and can be acquired by Private Contract. Also the right of fishing from one bank on a stretch of the Laune, extending over four miles. Also the right of fishing for Salmon in a stretch about  $3\frac{3}{4}$  miles long of the River Flesk. Also the right of fishing in part of Lough Guitane.

The Lands for Sale are bounded to a very large extent by the property of the Earl of Kenmare, who strictly preserves game, and lives in Killarney House, about 4 miles by road from Muckross House.

The right of hauling for Salmon and Trout on the shore of the lands of Carrigafreaghane, which was reserved to the Grantors in the Fee Farm Grant of the 16th January, 1855, was by Deed, dated 22nd November, 1859, and made between David Mahony and Martin Lawlor of the one part, and Henry Arthur Herbert (since deceased) of the other part, leased to the said Henry Arthur Herbert for the term of 21 years, from 1st November, 1859, at the yearly rent of £14. On the expiration of this Lease, Henry Arthur Herbert, the son of the said Henry Arthur Herbert, continued as tenant, at the yearly rent of £18. A notice to terminate this letting was served on the Vendors in April, 1899, and will terminate on the 1st November, 1899. The object in serving the notice was, it is believed, to rearrange the letting, a new Lease being offered at the rent of £18. The Purchaser will get the benefit of any such new Lease.

The Fixtures in and about the Mansion House, commonly called Landlord's Fixtures, and being those that are attached to the structure, are included in the Sale.

The Vendors reserve the right of selling by Auction or otherwise on the Premises all Live and Dead Stock, and such Household Furniture and Effects as they may think fit.



From Photo by W. Lawrence, Dublin.

Waterlow Bros. & Layton, Ltd., London, E.C.

THE MEETING OF THE WATERS AND OLD WEIR BRIDGE.



From Photo by W. Lawrence, Dublin.

Waterlow Bros. & Layton, Ltd., London, E.C.

AT DINISH ISLAND,

The Premises marked crimson on the map, although included in the acreage mentioned on the second page, are excluded from the Sale. They consist of a Church, two Limestone Quarries, Burial Ground, two Hotels, with Farm and Premises, a Small House and Garden, a Shop and a Fair Green, none of them of any importance so far as the enjoyment of the Demesne is concerned, and containing altogether about 55 statute acres. Three Boat-houses or Sheds, erected by Mr. John Leahy, Mr. E. Morrogh-Bernard, and Mr. D. C. Coltsman, and standing on the lands of Carrigafreaghane, will also be excepted.

A few Tenants on the Herbert Estate have a right of cutting turf on the bogs at Gortracussane and Gortderrarec for consumption on their Holdings. The Estate will be sold subject to such right.

The Proprietor of Ross's Muckross Hotel has the right, until the 25th March, 1906, of free admission on foot to the Demesne for visitors stopping at the Hotel. Also the right of keeping Boats belonging to the Hotel at the Dock at Billerough River.

The Proprietor of Cronin's Muckross Hotel enjoys similar rights. The Lands will be sold subject to these rights.

ANY LAND IMPROVEMENT LOANS WHICH MAY AFFECT THE PREMISES WILL BE REDEEMED BY THE VENDORS.

The Mansion House and adjoining Buildings are insured with the Law Union and Crown Insurance Company for the sum of  $\pounds 24,000$ .

The information contained in these Particulars of Sale is believed to be correct, but it is not warranted, and intending Purchasers must satisfy themselves with regard to the accuracy of the Particulars.

The Plans are prepared from the Government Ordnance Sheets, and although they are believed to be correct, their accuracy is not guaranteed.



( 11 )

Conni from year

# RENTAL BEFORE REFERRED TO.

Tenants' Names.	Denominations.		rea.		Va	or Law luation	•	1000	ly Rer	its. d.	Tenure and Observations.
Eugene Ferris	Gortadirra	<u>а.</u> 1,013	к. 2	р. 30	£ 22	s. 15	d. 0	£ 17	s. IO	<u>а</u> . 0	Judicial Tenant. Rent fixed 1st May, 1888.
Timothy Cremin	Gortadirra	24	0	23	7	0	0	6	0	0	Grazing Agreement, termi nating 30th September 1899. House held as Care taker under Agreemen dated 8th May, 1899.
Patrick Courtney	Gortadirra							10	0	0	Judicial Tenant. Rent fixe in June, 1899. Thi Tenantholdspart of Tomie West, along with part of Gortadirra. The total ren payable is £60 55. of £10 of this will be apportioned to Gortadirra, an £61 105. od. to Tomie West.
Bridget Tangney	Doogary	1,804	2	14	13	10	0	8	10	0	Grazing Agreement, date 26th May, 1899, termina ting 31st December, 1899 There is no dwellin house.
John Casey	Gallavally	118	I	30	12	15	0	10	0	0	Tenant from year to yea under a future tenancy which commenced is November, 1894, and terminable by notice t quit.
Timothy McCarthy	Foardal	758	2	8	19	10	0	12	0	0	Tenant from year to year.
Reps E. Tangney	Gearhameen, Barony of Dunkerron North	941	2	II	14	10	0	16	0	0	Judicial Tenant. Rent fixe 1st November, 1885.
Robert Tangney	Gearhameen, Barony of Dunkerron South	46	I	25	25	10	0	14	0	0	Grazing Agreement, endir 31st December, 1899. Th Tenant has no claim of the Caretaker's house ar garden or the plantation which are included in th Valuation.
Reps Michael McCarthy	Looskaunagh	523	0	3	40	5	0	24	0	0	Tenant from year to yea The Tenant has bee getting an abatement £5 6s. od. in his rent.
James D. Curtayne	Ardagh & Gortahoonig	88 (арргох	o imat	21 cely)	53	15	0	68	0	0	Held for the life of Jame Curtayne, now aged abou 58 years, under Lease date 4th April, 1857, made b Henry Arthur Herbert t John Brennan. The Ver dors allow the Tenant £10 year for the sporting right which were not reserve to the Lessor by the Lease The Lease onlymentions 5 acres plantation measure equivalent to 80a. 3r. 38] Statute.
Maurice Joy	Cloghereen Lower	66	I	0	35	0	0	25	0	0	Tenant from year to year The Tenant has been getting an abatement of $\pounds 6$ a year.
Patrick Tangney	Cloghereen Upper	1.1.1		28	8	5	0	9	15	0	Judicial Tenant. Rent fixe 19th February, 1896.
John Neill	Muckross DemesneFarm Dromyrourk Cloghereen Lower. Rosnahowgarry. Carrigafreaghane. Muckross.		oout) o	0	( <i>I</i> 224	About 10	) 0	150	0	0	Grazing Agreement, termina ting 1st March, 1900.
James Shea	Gortahoonig & Ardagh	77	0	23	37	0	0	32	0	0	Tenant from year to year.
		Carried	for	word	[	5	0	£402		0	

( 12 )

TENANTS' NAMES.	Denominations.	Area.			Poor Law Valuation.			rly Re	nts.	Tenure and Observations.
		A.	R. P.	£	s.	d.	£	s.	d.	•
		Brought	forward	1 514	5	0	402	15	0	a colored colore of the
Patrick Hannon	Gortahoonig and Kil- legy Lower	26	0 19	13	15	0	14	0	0	Tenant from year to year The Tenant has been getting an abatement of $\pounds 2$ 2s. od. a year.
Timy. Shea	Killegy Lower	17	I 34	7	10	0	9	10	0	Do. The Tenant has been getting an abatement of £3 10s. od. a year.
John Lynch	Killegy Upper, and part of Cloghereen Lower	32	1 18	II	5	0	14	0	0	Do. The Tenant has been getting an abatement of $\pounds 4$ 8s. od. He is the Keeper of the Torc Deer Forest.
Patrick Carey	A House in Demesne, known as the "Clergy- man's House"	Not sep valu					20	0	0	Tenant from year to year.
		Τοτα	ΔL	£546	15	0	£460	5	0	NOTE.—In many of the above cases Plantations not held by the Tenant are included in the Poor Law Valuation stated opposite the Tenant's name.
Ralph Sneyd	Muckross House plea- sure grounds and kitchen garden, and the sole right of shooting, fishing and sporting over the lands known as the Muckross Estate, comprising some 50,000 acres.						835	0	0	Agreement dated 28th Feb- ruary, 1899, for one year certain, commencing 1st March, 1899. A copy of the Agreement can be seen on application to Messrs. Whitney & Moore, the Vendors' Solicitors. No portion of this rent will be payable to the Purchaser. Only the shooting, fishing and sporting over the lands which the Purchaser is buying under the present Contract are included in the present sale.

### RENTAL BEFORE REFERRED TO-continued.

# Tolls.

As mentioned at page 8, the Tolls exceed  $\pounds$  1,000 a year.

# Tenure.

The lands for sale, and it is believed the islands and the Muckross Lake and parts of the Upper

and Lower Lakes, are held in fee simple, save the lands of Carrigafreaghane, Ardagh and Gortahoonig uncoloured, but edged in red on the Map, which are held for ever under an Indenture of Sub.-Fee Farm Grant, dated the 16th day of January, 1855, from Martin Lawlor to Henry Arthur Herbert, subject to the yearly Fee Farm Rent of £184 12s. 4d. This Fee Farm Grant reserves to the Grantor, his heirs and assigns, "All Royalties and Royal Privileges to the said granted and demised premises belonging, and also liberty for him, the said Martin Lawlor, his heirs and assigns, to haul for salmon and trout on the shore of the lands of Carrigafreaghane."

### CONDITIONS.

1. The highest bidder shall be the Purchaser, and if any dispute arise as to any bidding the property shall be put up again at a former bidding. There will be a reserve price, and the Vendors reserve the right to bid by themselves, or their agent or agents, as often as they may think fit. The amount of each bidding shall be regulated by the Auctioneer, and no bidding shall be retracted.

2. The Purchaser shall, immediately after the Sale, pay into the hands of the Auctioneers a deposit of £15 per cent. on his purchase-money, and shall sign a memorandum of contract in the form subjoined, and shall pay the residue of the purchasemoney to the Vendors, or as they shall direct, on the 1st day of March next, at the Office of the Vendors' Solicitors, Messrs. Whitney & Moore, at 46, Kildare Street, in the City of Dublin, at which time and place the purchase shall be completed. The Vendors will pay all auction fees.

3. The rents and profits or possession will be received or retained, and the outgoings discharged by the Vendors up to the 1st day of March next, as from which day all outgoings, including any rates made before but not demanded till after that day, shall be discharged by, and the rents and profits or possession shall belong to the Purchaser, and the rents, profits, and outgoings shall, if necessary, be apportioned for the purpose of this provision, but the Purchaser shall not be let into actual possession, or receipt of the rents and profits, until the completion of the purchase; and the Purchaser shall, on completion, pay to the Vendors their proportion of the current rents, less their proportion of current outgoings. If from any cause whatever (other than the wilful default of the Vendors) the purchase shall not be completed on or before the 1st day of March next, the Purchaser shall pay to the Vendors interest on the balance of the purchase-money at the rate of  $\pounds 4$  per cent. per annum from that day, until the 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 the Vendors' rights under any other of these Conditions.

4. Any insurance against fire effected by the Vendors or the receiver over the property subsisting on the property shall, from the time of Sale, be for the benefit of the Purchaser, subject to the consent of the office, and subject to the purchase being completed, and to the Purchaser paying a proportionate part of the premium, commencing from the date of Sale, for the unexpired term of the insurance, but the Vendors shall not be bound to renew or keep up the insurance. In the event of the occurrence of a fire before the completion of the purchase, the insurance money shall (subject as aforesaid) be applied in reinstating the property, or shall at the option of the Purchaser, if the insurance company so agree, be paid to him on completion.

5. The property shall, as to any damage by fire, tempest, or other inevitable accident arising after the Sale, be at the risk of the Purchaser, and no claim shall be made against the Vendors for any deterioration or damage from whatever cause, unless occasioned by their wilful neglect or default.

6. The property is sold subject to all quit rents, crown rents, tithes and tithe rent-charges and outgoings, and to all incidents of tenure, rights of way over lands or lakes, rights of fishing, burial, drainage, water, and taking water and other easements (if any) affecting the same, and whether same are vested in the public or private persons, and to all rights of adjacent owners and to any liability to repair or contribute to the repair of roads, ways, passages, bridges, walls, fences, drains, pipes, and other like matters, and subject to such of the tenancies set out in the rental annexed as shall be subsisting at the date of the Sale, and subject to all allowances to, and claims for, compensation and other rights of such tenants, and the Purchaser shall not call for any evidence not in the Vendors' possession as to the origin or creation of any such outgoings, easements, or rights as aforesaid. The counterparts or copies of the leases or written agreements (if any) with the tenants may be inspected at the said office of the Vendors' Solicitors at any time during business hours, and the Purchaser (whether availing himself of such opportunity of inspection or not) shall be deemed to have full notice of the contents thereof (notwithstanding any partial or

(14)

incomplete statement of such contents, or of the terms of the tenancies in the Particulars, statement of tenure, or these Conditions, or any inaccuracy in any such statement), and of the state of the property as to repairs, insurance, and all other matters. In any case in which the Vendors have no counterpart of the lease or agreement of tenancy, or there is no written agreement, the Purchaser shall be satisfied with such evidence of the terms of the tenancy as the Vendors may be able to adduce. No objections shall be taken with respect to the terms of such tenancies, or to the manner in which, or parties by whom, same were created, or to any irregularity in same.

7. The portion of the property uncoloured but edged in red on the annexed map, and consisting of the lands of Gortahoonig and Carrigafreaghane and part of Ardagh, is sold subject to the perpetual yearly fee farm rent of £184 125. 4d., created by, and the exceptions, reservations, covenants and conditions contained in the indenture of sub-fee farm grant dated the 16th of January, 1855, mentioned in the Particulars.

8. The sub-fee farm grant, under which the said lands of Gortahoonig and Carrigafreaghane and part of Ardagh are held, may be inspected at the said Office of the Vendors' Solicitors at any time during business hours, and the Purchaser (whether taking advantage of such opportunity of inspection or not) shall be deemed to have full notice of the contents thereof (whether of a usual character or not), notwithstanding any partial or incomplete statement of such contents or terms in the Particulars or these Conditions, or any inaccuracy in any such statement.

9. The title to the said lands of Gortahoonig and Carrigafreaghane and part of Ardagh, offered for sale, shall commence with the said indenture of sub-fee farm grant dated the 16th January, 1855, referred to in the Particulars, and the Purchaser shall not call for the production of, or make any objection respecting the grantors or grantees' previous title, although the same may be recited or referred to, or he may otherwise have notice thereof, but shall assume that the said fee farm grant was well and validly granted and vested in the grantee, an estate of inheritance in fee simple in the said lands subject to the said rent and free from all incumbrances, and such grant shall (if necessary) be sufficient and conclusive evidence of everything recited, stated, noticed, assumed or implied therein. No objection shall be taken or indemnity required on account of the said fee farm grant being a sub-fee farm grant, or on account of the superior fee farm grant comprising other property besides the property sold. Nor shall the Purchaser make any requisition or objection with respect to such superior fee farm grant or concerning the title of the grantor or grantees in such superior fee farm grant.

10. In the said sub-fee farm grant the lands of Carrigafreaghane are described as containing about 44 acres of the late Irish Plantation Measure (by the said admeasurements more or less) as formerly occupied by Henry Arthur Herbert, deceased, or his undertenants, and as then occupied by Henry Arthur Herbert, party to the said fee farm grant, or his undertenants, 44 acres late Irish Plantation Measure are equivalent to 71 acres 3 roods 3 perches statute acres, and the portion of the said lands offered for sale is stated in the Particulars to contain 79 acres 1 rood 39 perches. The Purchaser shall accept a statutory declaration of Thomas Greany, who has acted as sub-agent over the said lands for the last 24 years, to the effect that during that period the entire 79 acres 1 rood 39 perches have always been treated as being comprised in the said sub-fee farm grant as conclusive evidence that the entire 79 acres 1 rood 39 perches passed under the said description contained in the said fee farm grant, and shall not make any objection or requisition with respect to such difference of acreage, nor shall he be entitled to claim any compensation with respect thereto.

11. The production of the last receipt for the rent (without proof being required of the title or authority of the person or persons giving the same) shall be conclusive evidence that all rent under the said sub-fee farm grant of the 16th day of January, 1855, or under any superior fee farm grant, has been paid, and that all the covenants and conditions contained in the said sub-fee farm grant and any superior fee farm grant, have been performed and observed, and that all breaches thereof (whether past or continuing) have been effectually waived or sanctioned up to the time of the completion of the purchase, whether it shall appear that the grantor or reversioner was cognisant of such breaches or not. 0

12. The title to the residue of the lands, tenements, hereditaments, and premises mentioned in the Particulars and offered for sale, shall commence with the re-settlement dated the 7th of September, 1837, and expressed to be made between Henry Arthur Herbert of the first part; James Balfour and Mary Balfour of the second part; Viscount Maitland and Viscount Clive of the third part; John Balfour and the Honourable John Maitland of the fourth part; James Maitland Balfour and Charles Balfour of the fifth part; Thomas Herbert and Edward Stanley of the sixth part; and the Purchaser shall not require the production of, or investigate, or make any requisition or objection, in respect of the prior title, whether the same shall appear to be in the Vendors' possession or not, and the Purchaser shall assume that the only mortgages, charges, annuities, or incumbrances, which at the date of the said indenture affected the said lands and hereditaments, were those therein and in schedules thereto mentioned.

13. The recitals contained in the settlement of the 22nd of February, 1861, as to payment off and discharge of certain of the charges specified in the said schedule to the said indenture of the 7th September, 1837, shall be accepted by the Purchaser as conclusive evidence that such charges and incumbrances were paid off and discharged, and the Purchaser shall not make any objection or requisition on account of the absence of re-conveyances, releases, or assignments of such charges or incumbrances. The Purchaser shall also assume that the annuities or rentcharges of £323 Is. 6d., £18 9s. 6d., and £27 I3s. Iod., recited in the said settlement of 7th September, 1837, as then affecting the lands, have ceased by the deaths of the annuitants, and that all arrears thereof have been paid. A statutory declaration by the said Thomas Greany, that for more than 15 years previously to the date of the Sale no payment or claim has been made on foot of any of such annuities, shall be accepted by the Purchaser as conclusive evidence that all the said annuitants were dead prior to the year 1886.

14. The charges and incumbrances affecting the fee and inheritance of the lands offered for sale consist of (1) a charge of £4,615 7s. 8d. created under the provisions of a settlement of the estates dated the 27th of October, 1781; (2) a charge of £5,400 created under the provisions of a settlement of the estates dated the 22nd of August, 1814; (3) a charge of £7,500 created under the provisions of the said settlement dated the 22nd of August, 1814; (4) a charge of £17,000 created under the provisions of the said estates dated the 7th of September, 1837; (5) a contingent jointure of £1,200 payable during the life of Emily J. C. Vignoles, otherwise Keane, provided she survives her former husband, Henry Arthur Herbert, created by an indenture dated the 29th October, 1866, all which charges are now vested in trustees for and on behalf of the Standard Life Assurance Company, who will release the lands sold therefrom respectively. In the year 1874 the title to the said charges (1), (2), (3) and (4), was fully investigated and approved of by Counsel on behalf of the Standard Life Assurance Company, of which fact a statutory declaration, to be furnished, if required, at the expense of the Purchaser, shall be sufficient evidence. It is accordingly stipulated in order to

save the unnecessary trouble and expense of another investigation of the title to the said charges (1), (2), (3) and (4), prior to year 1874, that the Purchaser shall be satisfied with an abstract of title commencing with—As to the charge of £4,615 7s. 8d., an indenture of transfer thereof dated the 31st day of August, 1874, as to the charge of £5,400, an indenture of mortgage dated the 30th of July, 1874, as to the charge of £7,500, an indenture of mortgage dated the 30th of July, 1874, and as to the charge of £17,000, and indenture of mortgage dated the 7th of August, 1874, which respective deeds contain recitals as to the earlier title to such charges respectively, and the Purchaser shall be satisfied in all respects with the recitals of the prior title to such charges contained in such deeds respectively, and shall not require any evidence or information as to anything recited, disclosed or referred to in such deeds respectively in relation to such prior title, and shall not investigate or make any requisition or objection respecting the title to such charges respectively prior to the said deeds mentioned as the commencement of title to same respectively. As these stipulations are only made to prevent expense to the Vendors, the Purchaser shall be at liberty to have the earlier title commencing with the deeds creating or giving power to create such charges respectively abstracted and deduced and vouched by copies of deeds and searches in the Registry of Deeds or elsewhere-all to be furnished and made at his own expense, provided he shall require the same by a written notice to the Vendors or their Solicitors within 30 days after the delivery of the abstract of the later title, and provided he shall pay to the Vendors the sum of £50 by way of part payment for such further abstract and deduction of title-such sum to be retained by the Vendors, whether the Purchaser ultimately completes his purchase or not.

15. Dinish and Brickeen Islands and the townland of Rossnahowgarry are not mentioned by those names in any of the title deeds of the property prior to 1893. They have always formed part of the Muckross Demesne, and have been held and enjoyed as portion thereof. The Purchaser shall be satisfied with a statutory declaration to be made (if required) at the expense of the Purchaser by Mr. Thomas Greany, of Muckross, the sub-agent of the estate and manager of the Demesne, that the said Islands and the townlands of Rossnahowgarry have for the last 40 years been held and enjoyed as portions of the Muckross Demesne as evidence of that fact, and shall not make any objection or requisition by reason of the said denominations not having been expressly mentioned in the earlier title deeds.

16. The Purchaser shall accept the production of a certificate signed by J. Harper Scaife, Esquire, senior clerk of Quit Rent Office, Dublin, and dated the 21st May, 1898, as sufficient evidence that none of the lands now offered for sale are subject to any reversion in the Crown.

17. Any searches at the Registry of Deeds Office which shall be required by the Purchaser to be furnished by the Vendors shall be on the index of names only.

18. Prior to and at the date of the indenture of the 31st July, 1893, hereinafter referred to, all the lands, hereditaments, and premises offered for sale as in the Particulars mentioned, stood limited and settled under an indenture of disentailer and re-settlement dated the 29th of July, 1893, and made between Henry Arthur Herbert of the first part, Henry Arthur Edward Keane Herbert of the second part, and William F. Fladgate of the third part, subject to certain mortgages, charges, and incumbrances affecting the fee and inheritance of the same lands or certain portions thereof, to the use of the said Henry Arthur Herbert for his life, subject to certain charges and incumbrances affecting such life estate with remainder to the use of the said Henry Arthur Edward Keane Herbert in fee simple. By an indenture dated the 31st of July, 1893, and made between the said Henry Arthur Herbert of the one part, and the said Henry Arthur Edward Keane Herbert of the other part, the said Henry Arthur Herbert as beneficial owner conveyed to the said Henry Arthur Edward Keane Herbert all the estate and interest for his own life which he, the said Henry Arthur Herbert, then had in or to the same lands, tenements, and hereditaments, and all other (if any) the lands and hereditaments and premises in Ireland, of or to which the said Henry Arthur Herbert was, or might be, seized for an estate for life, or in fee or otherwise, to hold the same unto and to the use of the said Henry Arthur Edward Keane Herbert, his heirs and assigns. By an indenture dated the 22nd of June, 1898, and made between the said Henry Arthur Edward Keane Herbert of the one part, and the Vendors, James Hope Archibald Robert Craufurd Pitman and Spencer Campbell Thomson of the other part, for the considerations therein, the said Henry Arthur Edward Keane Herbert as beneficial owner conveyed unto the Vendors, the said James Hope, Archibald Robert Craufurd Pitman, and Spencer Campbell Thomson, their heirs and assigns (inter alia), all the said lands, hereditaments, and premises offered for sale and mentioned in the Particulars To hold the same unto and to the use of the said James Hope, Archibald Robert Craufurd Pitman, and Spencer Campbell Thomson, their heirs and assigns, subject as to the lands of Gortahoonig, Carrigafreaghane, and Ardagh, to the perpetual yearly rent payable thereout, and subject as to all the said lands and premises to the estate and interest therein of the said Henry Arthur Edward Keane Herbert during the life of the said Henry Arthur Herbert, and also subject to the several charges and incumbrances affecting the fee and inheritance of the same lands.

( 16 )

19. The said life estate of the said Henry Arthur Herbert in the said lands and hereditaments offered for sale, is being sold by the Vendors, William John Dundas George Dalziel and Spencer Campbell Thomson, trustees for and on behalf of the Standard Life Assurance Company, who are the first mortgagees on such life estate by virtue of a certain indenture of mortgage dated the 18th of July, 1873, and expressed to be made between the said Henry Arthur Herbert of the one part, James Hay, James Hope, and William Thomas Thomson, the then trustees for and on behalf of the Standard Life Assurance Company, under the powers of sale expressed or implied in such deed. The Purchaser shall not be entitled to any further proof that the moneys secured by the said deed remain owing, or that the power of sale is properly exercisable, or that due notice has been given to the person entitled to the property subject to the charge in pursuance of the provisions of 23 and 24 Vict. cap. 145, or otherwise, other than the production of such mortgage deed, nor shall he require as to such life estate the concurrence of the mortgagor, or any other person, except the Vendors, William John Dundas George Dalziel and Spencer Campbell Thomson, in the conveyance. The Vendors, the said William John Dundas George Dalziel and Spencer Campbell Thomson, are selling as such mortgagees, and shall not be required to enter into any covenant except the usual express or implied statutory covenant that they have not incumbered.

20. The remainder in fee simple of and in the said lands and hereditaments offered for sale expectant on the determination of the said life estate of the said Henry Arthur Herbert therein, is being sold by the Vendors, James Hope, Archibald Robert Craufurd Pitman and Spencer Campbell Thomson, other trustees of the Standard Life Assurance Company. No covenants, express or implied, for title, further assurance right to convey, or freedom from incumbrances shall be given by the Vendors, or any of them, to the Purchaser in respect of Muckross Lake, parts of the Upper and Lower Lakes, the Long Range, O'Sullivan's Punch Bowl, the water of the Devil's Punch Bowl, the Meeting of the Waters, the Old Weir Bridge, all the Islands save Dinish and Brickeen, and all the hauling places for salmon. The Purchaser shall not be entitled to make any objection by reason of the sale of the said lands and premises being carried out in the manner aforesaid.

21. The Purchaser shall accept the receipt of all the Vendors or the survivors of them for the entire purchase-money and deposit as a sufficient discharge, and shall not be entitled to see or make any requisition or objection as to the application or segregation or apportionment of such purchase-money as between the life estate of the said Henry Arthur Herbert and the remainder in fee expectant upon such life estate in the lands and hereditaments.

22. The originals of the following deeds are not forthcoming and are believed to be lost, viz. :--

- (1) Indenture of Re-settlement dated 22nd February, 1861, Henry Arthur Herbert, Senior, first part; Henry Arthur Herbert, Junior, second part; John Leahy, third part; Lord Cremorne and Lord Claude Hamilton, fourth part.
- (2) Indenture of Revocation and new appointment dated 26th November, 1863, Henry Arthur Herbert, Senior, first part; Henry Arthur Herbert, Junior, second part; Lord Cremorne and Lord Claude Hamilton, third part.

The Purchaser shall be entitled to copies of statutory declarations of Sydney W. S. Wright, solicitor, dated 14th September, 1896; Henry Arthur Herbert, of Muckross, dated 7th October, 1896; James Alexander O'Sullivan, dated 7th June, 1898; Samuel Murray Hussey, dated 9th June, 1898; Thomas Greany, dated 13th June, 1898; William Thomas O'Sullivan, solicitor, dated 16th June, 1898; Walter John Preston, solicitor, dated 22nd June, 1898; Henry Arthur Edward Keane Herbert, dated 22nd June, 1898; Henry M. P. Hare, solicitor, dated 2nd August, 1898; and Sir Benjamin Whitney, solicitor, dated 11th August, 1898, relating to the searches for and inquiries made in relation to such missing deeds, and no objection or requisition shall be made in respect of the loss or non-production of such deeds respectively. These declarations were made for the satisfaction of the Standard Life Assurance Company. No objection shall be made on the ground that the declarations of Henry Arthur Herbert and Samuel Murray Hussey are not stamped. The Vendors have in their possession copies of such deeds which shall be accepted as conclusive evidence of their contents and due execution, without production of the originals. The Purchaser shall not require any covenant or acknowledgment for the production or safe custody of such deeds.

23. As all the muniments of title, including the copies of the missing deeds and the mortgage of 18th July, 1873, relate also to other property not included in the sale, they will be retained by the Vendors or lodged in the Court of the Irish Land Commission. The Vendors will, if required, as to any of such deeds not lodged in the said Court, give the Purchaser a statutory acknowledgment to the right of production and delivery of copies thereof to be prepared at the expense of the Purchaser.

24. The Vendors will, if required, but at the expense of the Purchaser, furnish or procure such evidence or information as may be in their power for the purpose of identifying any of the parcels or denominations of lands as described in the Particulars, with the descriptions contained in the muniments, or of reconciling quantities or descriptions where the same differ, but no requisition for any such purpose, or otherwise connected with the identification of the parcels, shall be persevered in by any Purchaser after the Vendors or their Solicitors shall have declared their inability to comply therewith, and the title to any of the lands or hereditaments shall not be objected to in respect of any such defect of proof of identity, or any failure to comply with such requisitions, but the Purchaser shall be entitled to a declaration by the present agent or sub-agent, or receiver, over the lands at the Purchaser's own expense that the purchased property has been held in conformity with the title as deduced for 20 years and upwards.

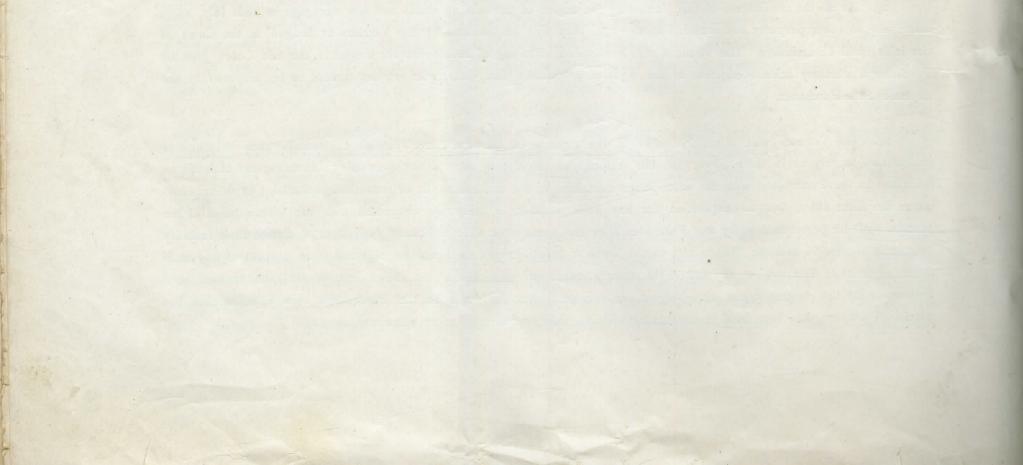
(18)

25. On payment of the balance of the purchase-money the Purchaser shall be entitled to a proper assurance of the life estate of the said Henry Arthur Herbert in the property, from the Vendors, William John Dundas George Dalziel and Spencer Campbell Thomson as aforesaid, and of the remainder in fee in the same property expectant on such life estate from the Vendors, James Hope, Archibald Robert Craufurd Pitman, and Spencer Campbell Thomson and all other necessary parties (if any), such assurance or assurances and every other instrument and act which shall be required by the Purchaser for getting in or releasing any outstanding estate or interest, or for completing the Vendors' title, or for any other purpose to be prepared, made, and done by and at the expense of the Purchaser, who shall bear the expense of perusal on behalf of, and execution and acknowledgment by all parties other than the Vendors, and the draft of every such assurance and instrument shall be left not less than 30 days before the said 1st day of March next at the office of the Vendors' Solicitors aforesaid, for the approval of the Vendors and other parties (if any), and the engrossment of every such assurance and instrument shall be left at the office aforesaid not less than 10 days before the said 1st day of March next, for execution by the Vendors and other conveying parties (if any).

26. Within 30 days after the delivery of the Abstract the Purchaser shall furnish to the said Solicitors for the Vendors a statement in writing of his requisitions and objections arising on the Abstract, Particulars, and Conditions, and within 10 days after the delivery of the Vendors' replies to the Purchaser's requisitions and objections (if any) the Purchaser shall furnish to the Vendors' Solicitors a statement in writing of his further requisitions or objections (if any) arising on such replies, and every requisition or objection not so stated shall be considered as waived, and for the purpose of any objection or requisition an Abstract shall be deemed perfect if it supply the information suggesting the same although otherwise defective, and if no requisition or objection is so stated, the title shall be considered as accepted, and in these respects time shall be deemed of the essence of the contract, and if the Purchaser shall make and insist on any objection or requisition either as to title, conveyance, or any matter appearing on the Particulars or Abstract or otherwise, which the Vendors shall be unable or unwilling to remove or comply with, the Vendors shall (notwithstanding any previous or pending negotiation or litigation, including a Vendor and Purchaser's summons) be at liberty on giving to the Purchaser not less than 10 days' notice in writing to annul the sale, in which case, unless the objection or requisition shall have been in the meantime withdrawn, the sale shall, at the expiration of the notice, be annulled, the Purchaser being in that event entitled to a return of the deposit, but without interest, costs (including costs of any Vendor and Purchaser's summons), or compensation, and thereupon the contract and Abstract and all documents delivered by either party to the other shall be returned.

27. The property is believed and shall be taken to be correctly described as to quantity and otherwise, and the Purchaser shall not make any objection or requisition in respect of any variance between the present measurements and the quantities stated in the said muniments, and any error, mis-statement or omission in the Particulars, statement of tenure or Map shall not annul the sale or be a ground for any abatement or compensation on either side.

28. If the Purchaser fails to comply with any of these Conditions, his deposit shall be absolutely forfeited, and the Vendors shall be at liberty (without being obliged to tender a conveyance) to re-sell the property either by public auction or private contract, at such time and place, and subject to such conditions and in such manner as the said Vendors shall think fit, and the deficiency (if any) arising on such re-sale, and all expenses attending the same, or any attempted re-sale, shall be made good and paid by the Purchaser at the present Sale, and in case of non-payment the whole shall be recoverable by the Vendors from the Purchaser as liquidated damages, and any increase of price on such re-sale shall belong to the Vendors.



### MEMORANDUM.

**3t** is bereby Elgreed between MESSRS. JAMES H. NORTH & CO., as Agents for the Vendors, WILLIAM JOHN DUNDAS, GEORGE DALZIEL, SPENCER CAMPBELL THOMSON, JAMES HOPE, and ARCHIBALD ROBERT CRAUFURD PITMAN, all of Edinburgh, in Scotland, and

#### in the County of

that at the Sale by Auction this 21st day of November, 1899, of the property described in the above Particulars and Conditions, the said

was the highest bidder for and has become the Purchaser of the lands, tenements and hereditaments described in the above Particulars and Conditions for the sum of  $\pounds$  and that he has paid to the said MESSRS. JAMES H. NORTH & CO. the sum of  $\pounds$  as a deposit, and in part payment of the purchase-money, and that the above Particulars and Conditions shall be taken as the terms of Agreement for the said Sale and Purchase.

Dated this	da	ay of					899.
Purchase money	 		£	:	:		
Deposit	 		£	:	:		
Balance	 		£	:	:	-	

of

