

COUNTY KILDARE.

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TO MANUFACTURERS, CAPITALISTS & OTHERS.

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*Highly Important and Attractive Sale*

OF

**OLD-ESTABLISHED WOOLLEN FACTORY**

With Machinery and Fittings,

Together with the Goodwill in the Business carried on therein,  
and also the Gentlemanly Residence attached thereto.

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Mr. Anthony Metcalfe

Has been favoured with instructions from the Devisee and Executrix  
of the late HENRY LOUIS COPELAND, Esq., J.P., Deceased,

TO SELL BY PUBLIC AUCTION

On the Premises at Ballymore Eustace,

**CO. KILDARE.**

On Tuesday, the 6th day of September, 1904

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

IN ONE LOT

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**PARTICULARS.**

The Property for Sale comprises the following items, viz :—

- A.—The Woollen Factory, Tuck Mill, Machinery, Residence and other Buildings and Premises, with a Strip of Land adjoining, situate in the Town of Ballymore Eustace, Barony of South Naas and County of Kildare, held for ever under Indenture of Fee-farm Grant, dated the 3rd day of November, 1874, at the yearly rent of £19 10s. 0d.
- B.—Part of the Lands of Ballymore Eustace, containing 1r. 20p., Irish Plantation measure, or thereabouts, situate in the same Barony and County, held for the term of 999 years from the 25th day of March, 1831, under Indenture of Lease dated the 5th day of April, 1831, at the yearly rent of 18s. 0d.

### PARTICULARS--continued.

**C.**—Part of the Townland of Ballymore Eustace, aforesaid, containing 2r. 1Sp., Irish plantation measure, or thereabouts, situate in the same Barony and County, held for the term of 99 years from the 25th day of March, 1831, under Indenture of Lease dated the 8th day of April, 1831, at the yearly rent of £2 2s. Od. ; and

**D.**—Part of the Lands of Ballymore Eustace called Bishopsland, containing 13a. 2r. 1Sp., Irish plantation measure, equivalent to 22a. 0r. 6p., statute measure, or thereabouts, situate between the River Liffey and the Mill-race at Ballymore Eustace aforesaid, in the same Barony and County, held for the term of 41 years from the 29th day of September, 1882, under Indenture of Lease dated the 24th day of March, 1884, at the yearly rent of £18. All which Premises have, for a considerable number of years, been used in conjunction with the said Woollen Factory and will all be Sold together as One Lot.

The said Lease of the 24th day of March, 1884, contains, amongst others, a covenant in the following terms:—that Henry Lewis Copeland (the lessee), his executors, administrators or assigns, should not nor would during the term thereby granted, assign, transfer, underlet, or set over or otherwise by any act or deed procure the premises thereby demised, or any part of them, to be assigned, transferred, under-let or set over unto any person or persons whatsoever without the consent in writing of the lessor, his heirs, executors, administrators or assigns, first had and obtained.

The foregoing Property is sold and will be conveyed to the Purchaser subject to an annuity of £45 per annum charged thereon and on other premises by the Will of John Copeland, deceased, and thereby bequeathed to the Vendor, Miss Mary Christina Copeland, who is now aged about 82 years.

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*For further Particulars and Cards of Admission to inspect Premises apply to—*

**M. H JACKSON, Esq., Solicitor, 19 St. Andrew-street, Dublin ;**

**CATHCART and HEMPHILL,**

*SOLICITORS HAVING CARRIAGE OF SALE,*

11 ELY PLACE, DUBLIN ; OR TO

**Mr. ANTHONY METCALFE, Auctioneer,**

Lemonstown, Ballymore Eustace, Co. Kildare.

## CONDITIONS OF SALE.

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1. The highest bidder shall be the Purchaser, and if any dispute shall arise as to any bidding, the lot shall be put up again at the last undisputed bidding. No person shall advance at any bidding less than £10, and no bidding shall be retracted. There will be a reserve price. The Vendor reserves the right to bid up to the reserve price by herself or her agents.

2. The Purchaser shall immediately after the sale pay to Messrs. Cathcart and Hemphill the Vendor's agents, a deposit of £25 per Cent. upon the amount of his purchase money together with Auctioneer's fees at 2½ per Cent. on amount of purchase money and sign an agreement to complete the purchase according to these conditions.

3. The remainder of the purchase money shall be paid to Messrs. Cathcart and Hemphill Vendor's Solicitors, of 11 Ely-place, Dublin, and the purchase shall be completed on the *6<sup>th</sup>* day of *October* 1904, at the office aforesaid of the Vendor's said Solicitors, and if from any cause whatever the purchase shall not be completed on that day, the Purchaser shall pay to the Vendor interest at the rate of £5 per Cent. per annum on the remainder of the purchase money from that date until the completion of the purchase. The Purchaser shall be entitled to possession or to receipt of the rents and profits from the *6<sup>th</sup>* day of *October* 1904, all outgoings up to that day being cleared by the Vendor, and all current rents and outgoings shall be apportioned up to that day for the purpose of this condition.

4. The property is held partly under Indenture of fee-farm grant dated the 3rd November, 1874, and made between Richard James Greene, of the one part, and John Copeland of the other part, at the yearly rent of £19 10s. Od., and partly under three Indentures of Lease dated respectively the 5th April, 1831, made between Anne Burke of the one part, and Christopher Dromgoole of the other part; the 8th April, 1831, made between the Earl of Mountcashell of the one part, and Christopher Dromgoole of the other part; and the 24th March, 1884, made between Richard Wolfe of the one part and Henry L. Copeland of the other part, at the respective yearly rents of 18s.; £2 2s. and £18 (such last mentioned lease having been made after the expiration of a term of thirty-one years created by a former lease of the same premises dated 29th September, 1848), and the Vendor will within seven days from the day of sale deliver to the Purchaser or his solicitor an Abstract of Title to the property, the title shall commence with deed of conveyance dated 31st day of May, 1854, made between William Brooke one of the Masters in Chancery of the first part, John Mullen of the second part, John Copeland and Catherine Copeland of the third part, and Michael Copeland of the fourth part, by which the property as then held was absolutely assured to the said Michael Copeland, and no requisition, inquiry, investigation or objection whatsoever shall be made by the Purchaser as to the title of the grantee or lessees of any part of the said property, previous to said conveyance whether appearing on the abstract, or in any of the abstracted documents or otherwise howsoever. Copies of said fee-farm grant, conveyance, and of the said leases of the 5th April, 1831, 8th April, 1831, and 24th March, 1884, will be produced at time of sale, and may be inspected prior to the day of sale at the Office of the Vendor's Solicitors, and the Purchaser shall be deemed to have notice of the contents of same whether he avails himself of such inspection or not.

5. The description of the property in the particulars is believed, and shall be deemed to be correct; and if any error shall be found therein the same shall not annul the sale, nor shall compensation be allowed in respect thereof. The Purchaser shall not require any evidence of the identity of the property purchased by him with that comprised in any of the abstracted documents, other than such as is afforded by a comparison of the description in those documents and in the particulars; and the Vendor shall not be required to reconcile differing descriptions.

6. The Purchaser shall not be at liberty to make any requisition, inquiry, or objection by reason of the said fee-farm grant, or any of the said leases under which the property is now

held, being a sub-grant or a sub-lease, nor to make any requisition, enquiry or objection in respect of the right of the grantor or lessors in the said leases to make such grant or leases, or in respect of the charges and incumbrances (if any) affecting the estates of the said grantor or lessors.

7. The Purchaser shall not be at liberty to make any requisition or objection by reason of any deed which appears on the said Abstract of Title, or otherwise, not having been registered, or to require the same to be registered.

8. The production of the last receipts for the respective rents from the grantor or lessors, or their agents, shall be conclusive evidence that all rent under any superior grant or lease (if any) has been paid, and that all the covenants and conditions in the grant or leases to which the respective receipts refer, and in every superior grant or lease (if any) have been performed and observed, or that all breaches thereof have been waived up to the time of the completion of the purchase, whether it shall appear that the grantor or lessors were cognizant of such breaches or not; and when any breach is to be taken as waived under this condition, no objection or requisition shall be made on account of such breach continuing subsequently to such receipt of rent.

9. The property is sold subject to all easements (if any) affecting same, and also to the annuity of £45 per annum charged thereon, and bequeathed to the Vendor, for life, by the Will of her father, John Copeland, deceased, stated in the above particulars and abstract.

10. All objections and requisitions in respect of the title, or the abstract, or the particulars, or these conditions, or anything appearing therein respectively, shall be stated in writing, and sent to the Vendor's solicitors within seven days from the delivery of the abstract; and all objections and requisitions not sent within that time shall be considered to be waived, and, in this respect, time shall be deemed to be of the essence of the contract. If any objection or requisition shall be made and insisted on which the Vendor shall be unable or unwilling to remove or comply with, the Vendor shall be at liberty (notwithstanding any intermediate negotiation in respect thereof, or attempts to remove or comply with the same) by notice in writing to the Purchaser to rescind the sale, in which case the Purchaser shall receive back his deposit without interest or costs; but the Purchaser may, within seven days after receiving the notice to rescind, withdraw the objection or requisition, in which case the notice to rescind shall be deemed to be withdrawn also.

11. Upon payment of the residue of the purchase money at the time and place above-mentioned, the Vendor and all necessary parties shall make and execute to the Purchaser a proper assurance of the premises, such assurance to be prepared by and at the expense of the Purchaser, and the draft thereof to be left for approval at the office of the Vendor's solicitors, not less than seven days before the date fixed by condition three hereof for completion, together with an approval fee of £2 2s. 0d., but the Purchaser shall not require the mortgages referred to in the abstract to be discharged otherwise than by the respective Mortgagees joining in the assurance to him. The said assurance shall also be made expressly subject to the annuity of £45 bequeathed to the Vendor for her life by her father's Will, as stated in the particulars.

12. The Purchaser shall be entitled at the expense of the Vendor to the following and to no other Searches whatsoever, viz. :--A Common Search in the Registry of Deeds Office on the Index of Names only against the said Michael Copeland, John Copeland, Henry L. Copeland, and the Vendor, from the 31st day of May, 1854, to the present time.

13. The landlord of the premises held under the said lease of the 24th day of March, 1884, has intimated his readiness to consent to the assignment of the premises thereby demised to the same person or company that buys the said woollen factory and other premises, on condition that the Purchaser enters into a covenant with the said lessor in addition to the covenants in the said lease that the Purchaser will keep the mill-race free from weeds and in proper order as to fencing and deepening when required. The Purchaser shall accordingly be bound to enter into such a covenant with the said lessor in such manner as the latter shall require, and be bound himself to defray all expenses connected therewith.

14. The Vendor believes, from family repute, that she was born in the City of Dublin on the 1st August, 1822, and was baptized by a Clergyman of Francis-street R. C. Chapel in that City, but on enquiry at said Church no entry can be found in the Church Records of her baptism in that year, or in the two succeeding years, and hence no baptismal certificate can be produced.

The Purchaser shall be satisfied that the Vendor was born on that date, on a statutory declaration being made by her at his expense to that effect, he shall not be entitled to make any further requisitions or take any objection in respect thereof.

15. As the Vendor is selling as devisee in trust for sale, and sole executrix under the Will of her brother, the late Henry L. Copeland, she shall not be bound to give any covenant for title or otherwise, save that implied by statute, by reason of her being expressed to convey as trustee and personal representative of the said deceased.

16. If the Purchaser shall fail to comply with these conditions his deposit money shall be forfeited to the Vendor who shall be at liberty to proceed to another sale, either by public auction or private contract with or without notice to the Purchaser at the present sale, and the deficiency (if any) occasioned by such second sale, together with all charges attending the same shall, immediately after such sale, be made good by the Purchaser at this present sale, and in case of non-payment of the same, the whole shall be recoverable by the Vendor as and for liquidated damages, and it shall not be necessary for the Vendor to tender a conveyance.

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

