

Introduction to the Memorials and Transcription Books at the Registry of Deeds

Dr Patrick Walsh



**Tailte
Éireann**

Introduction to the Memorials and Transcription Books at the Registry of Deeds



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FOREWORD

The Property Registration Authority is responsible for the Registry of Deeds which consists of a large, unique and very significant body of historical records relating to property transactions in Ireland, dating from 1708 to the present.

We are pleased to support this new **Introduction to the Memorials and Transcription Books at the Registry of Deeds** by Dr. Patrick Walsh, which aligns with our own strategic vision to make the Registry of Deeds collections more accessible and user friendly.

This publication is one of the tangible outputs from the Comparing and Combining Early Modern Irish and Scottish Land Records Project, a collaborative research project which ran from Sept 2020 to June 2022, and which was funded by the UK Arts and Humanities Research Council and the Irish Research Council. The project brought together the archival expertise of the Property Registration Authority and National Records of Scotland with historians and digital humanities experts from Trinity College Dublin, University of Glasgow and Beyond 2022.

We would like to thank all of our project partners for the fruitful, constructive and open engagement throughout the project. In particular, we would like to acknowledge our own team based at the Registry of Deeds whose considerable knowledge of our records greatly informed this guide and the overall project direction. We would also like to congratulate co-principal investigator and author of this publication, Dr. Patrick Walsh for his excellent scholarship and research.

The Guide contextualises Registry of Deeds records by outlining the purpose and prevailing land legislation in eighteenth century and the processes for registering a deed in Ireland. It then identifies the main categories of deeds which were registered at Registry of Deeds, their key features and associated legal terminology. As articulated by Dr. Walsh, our hope is that this Guide will help ‘demystify’ the Registry of Deeds. We trust it will be a useful reference companion for researchers and will encourage use of Registry of Deeds records to uncover the history of land, people and places in Ireland in the eighteenth century.



Liz Pope
Chief Executive
Property Registration Authority

INTRODUCTION

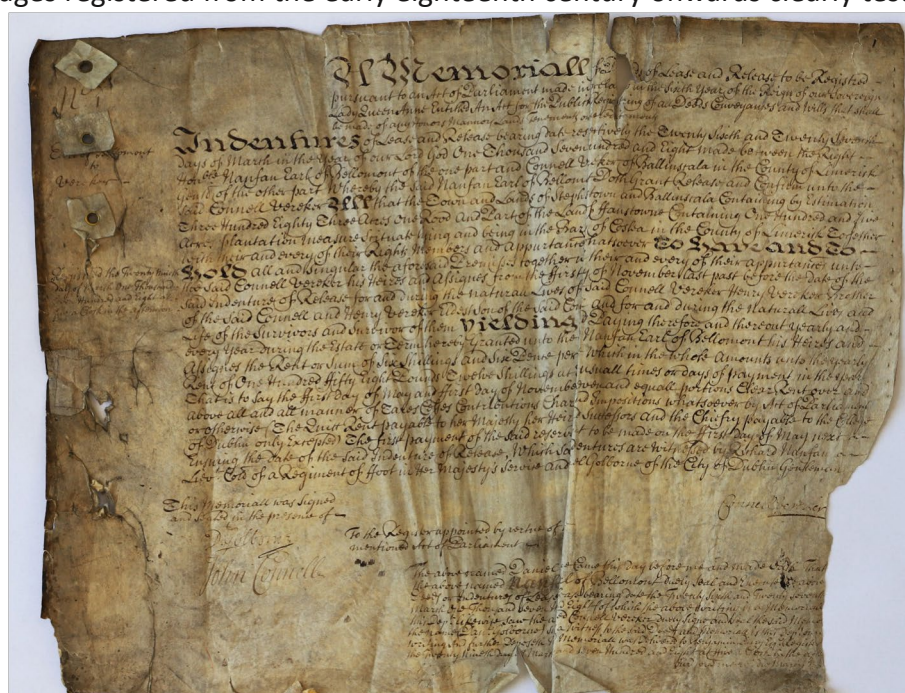
Dr Patrick Walsh (Trinity College Dublin)¹

The Registry of Deeds was established in 1708 by an Irish Act of Parliament entitled ‘An Act for the

¹ Department of History, Trinity College Dublin. Email: Walshp9@tcd.ie I am indebted to Dr Andrew Mackillop as Co-PI on the Deeds-Sasines project for many fruitful discussions and for his advice on so much of the content of this paper, while the help and support of our partners in the Property Registration Authority of Ireland led by Ellen Murphy has been both outstanding and essential. This project was funded by the Irish Research Council and the Arts and Humanities Research Council (UK). IRC Grant No. IRC/V002376/1.

Introduction to the Memorials and Transcription Books at the Registry of Deeds

Publick Registering of all Deeds, Conveyances and Wills that shall be made of any Honors, Manors, Lands, Tenements or Hereditaments'. The act provided for the centralised registration of deeds of sale, lease and mortgage and was intended to grant greater security to property owners, in the wake of the tumultuous series of land confiscations and settlements that transformed Irish property ownership between 1641 and 1703. The idea of a land registry had been proposed first in the 1690s but failed to gain sufficient political support. The Registry of Deeds legislation's passage through parliament in 1707 can be attributed to the greater legislative activity of the Irish parliament in the years after 1703 and, also to the contemporary passage of penal legislation relating to property from 1704 onwards. Indeed, it is possible to see the 1707 act as related to the penal laws directed towards Catholics in eighteenth-century Ireland which had at its core the diminution of Catholic power and property. Certainly the 1707 legislation gave greater security to Protestant landowners helping to secure their title to recently confiscated property. There were, however, other important contexts and it is worth stressing that similar registries were also established in the English counties of Yorkshire and Middlesex around the same time, while the Registers of Sasines in Scotland had performed similar functions going back to the sixteenth century.² The eighteenth-century English county registries were however primarily established to allow for greater financial lending on the security of property. The scope of the Irish registry was always much broader, although it did also become a key mechanism for the development of sophisticated credit markets based on landed security as the very large number of mortgages registered from the early eighteenth century onwards clearly testify.³



Memorial Number 1 registered on 29 March 1708. See Appendix 1 for full transcript.

INTRODUCTION

The first Memorial was registered in Dublin in March 1708, under the watchful eye of the first Registrar, Benjamin Parry, a prominent Irish MP who in practice passed on much of the work of his office to a series of deputies and clerks. Quickly registration of deeds became an established part of the legal landscape, though it must be emphasised there was no legal compulsion to register a deed in the foundational legislation. Registered deeds were however given legal precedence over unregistered deeds. The growing activity of the office, which first operated out of a private house before moving to the upper yard in Dublin Castle, then to Inns Quay in 1805 and finally to its current site in 1830, can be traced through the surviving

² Peter Roebuck, 'The Irish Registry of Deeds: A Comparative Study', in *Irish Historical Studies*, 18:69 (1972), 61-73.

³ On this point I am much indebted to the work of Dr Brendan Twomey whose sage advice has been very helpful in compiling this document. See his 'Personal Financial Management in Early Eighteenth-Century Ireland: Practices, Participants and Outcomes' (TCD PhD thesis, 2018).

run of memorials and transcript books. Within ten years of the act coming into force over 11,000 deeds had been registered and that number would double again within five years. By 1728 only twenty years after the founding legislation almost 40,000 deeds had been registered. Over a half million deeds were entered into the transcript books by the end of the eighteenth century creating an enormous and invaluable record series.⁴

These records cover every corner of the island of Ireland and contain a wealth of detail; about people, places and property which continue to be mined extensively by legal searchers, historians, historical geographers, genealogists, and other interested parties. What follows seeks to explain to both experienced and novice researchers the different types of deeds found in the memorials and transcript books, what their purposes were, and how they can be identified. In doing so this document aims to demystify the deeds and open them up to a wider audience. It is intended as a guide to historical researchers and should not be used as a legal authority.

⁴ These figures have been calculated from the data provided in the appendix of Kevin O'Rourke and Ben Polak, 'Property Transactions in Ireland, 1708-1988: An Introduction', in *Irish Economic and Social History*, 21 (1994), 58-71.

THE PROCESS OF REGISTERING, MEMORIALISING AND INDEXING A DEED

The use of written deeds, usually handwritten on parchment has a long history in Ireland going back to the medieval period. Deeds were not only drawn up to complete a transaction but deeds pertaining to the sale of property were also from at least the sixteenth century enrolled in the Court of Chancery. In Ireland these enrolled deeds were destroyed in the destruction of the Irish public record office. This makes the memorials of the deeds, and the transcripts of them, an even more vital source for Irish history as they constitute an important replacement for the records lost in 1922. It is now necessary to explain how these records were created.

The 1707 legislation stipulated that the parties of deeds of sale, lease (for leases of over twenty one years in duration), mortgages, wills or any other form of deed used to transfer landed or built property should be registered by the Registrar of Deeds. The signed deeds were to be presented at the Registrar's office by either the grantor or the grantee and two witnesses. A memorial of the deed was lodged containing the essential details of the transaction: the parties involved, the location details of the property and the terms of the transaction, i.e., length of lease, sale price etc. This memorial had to be dated, witnessed, and signed. Once the memorial was registered (See Appendix for examples) it was given a unique number in a sequence beginning with the first registered memorial in March 1708 (no. 1). Importantly the time of registration was noted as a registered deed had legal precedence over an unregistered one or one registered later. A copy of the memorial was then entered in what became known as the transcript books, and the memorial was assigned a reference location in the form transcript book volume /page/memorial reference so the first deed registered has reference 1/1/1. The transcript books are not in sequential order either by date or memorial number as it seems more than one clerk was working at the same time entering memorials into different books. Nevertheless, the transcript books cover distinct periods of time and entries within each transcript book are sequential (with gaps) appearing in ascending order by date of registration.



The eighteenth-century indexes, which act as finding aids to the memorials, come in two forms, the grantor index, which records in alphabetical order the grantors of deeds, and the land index which records place names found in deeds. Neither index is entirely satisfactory for detailed searching of either people or places across time. Much however can be learnt from careful scrutiny of the records as demonstrated in the remainder of this guide.

OVERVIEW: DEEDS AND WHAT THEY DO

The deeds registered and memorialised under the 1707 legislation and its successors were made for a variety of purposes of which all involved the temporary or permanent transfer of property and associated rights. Money debts not involving property or sales of movable chattels were for instance not registered in the Registry of Deeds (hereafter ROD). These deeds can be divided into four key categories each with their own sub-divisions.

1. Deeds which transferred freehold property
2. Deeds which transferred leasehold property
3. Deeds which allowed lending on property (mortgages)
4. Deeds which allow charges to be imposed on property (annuities, rent charges, etc).
5. Settlements and Trusts

What follows explains the different forms of deed (instrument) used in each of these categories and what the essential differences between the different types of transactions were – what we refer to as typologies and which are described in the series of abstract books created by the 1832 legislation as the ‘General Nature of the Instrument’.⁵

DATE	PARTIES	DESCRIPTION	REMARKS
1711 July 22nd	John & Anne	John & Anne	
1711 July 22nd	John & Anne	John & Anne	
1711 July 22nd	John & Anne	John & Anne	
1711 July 22nd	John & Anne	John & Anne	
1711 July 22nd	John & Anne	John & Anne	
1711 July 22nd	John & Anne	John & Anne	
1711 July 22nd	John & Anne	John & Anne	
1711 July 22nd	John & Anne	John & Anne	
1711 July 22nd	John & Anne	John & Anne	
1711 July 22nd	John & Anne	John & Anne	

Extract from Abstract Book 8 showing abstracts of Memorials 2222-2230 registered in 1711

Deeds written on parchment had long been used as the principle legal means of transferring property in Ireland. These deeds principally took the form of an indenture with the word referring to the literal indent in the parchment caused by the cutting of two identical deeds from one sheet – each of which was given to one of the parties involved in the deed. Some deeds had multiple parties and it is possible to identify indentures tripartite, quadripartite and quinquartite in the ROD, which would have had three, four and five original identical deeds. One category of deeds (deed polls) had only one party are thus not indented or described as an indenture. Under the 1536 Statute of Uses (27 Hen 8 c.10 and the subsequent Enrolling Act (27 Hen 8 c.16) deeds recording sales were meant to be enrolled in the courts – in Ireland deeds were enrolled in Chancery and these deeds perished in the 1922 Public Record Office fire.⁶ In practice, however, many deeds were not enrolled through a series of legal sleights of hand noted in more detail below. The detailed descriptions below draw upon modern and contemporary sources.⁷

⁵ 2 & 3 Will IV c.87 *An Act to Regulate the Office for Registering Deeds, Conveyancing and Wills in Ireland* (1832), esp. Schedule D. We are indebted to the archivists at PRAI for giving us access to the surviving early series of abstract books covering the period, 1708-1717.

⁶ Replacements for some of these lost deeds which took up a whole floor in the destroyed Public Record Office are accessible through the Virtual Record Treasury project. [Virtual Record Treasury project](#).

⁷ Essential to the compulsion of this document has been the ‘Deeds in depth’ module created by the University of [Nottingham's Manuscripts and Special Collections Department](#) Also of particular value is A.A. Dibben, *Title Deeds, 13th-19th Centuries* (London, 1968), while for more Irish specific matters I have relied on P.H. Phair, ‘Guide to the Registry of Deeds’, *Analecta Hibernica*, 23 (1966), 257-76; Roebuck, , ‘The Irish Registry of Deeds : a comparative study’; and Thomas P. O'Neill, ‘Discoverers and Discoveries: the Penal Laws and Dublin Property’, in *Dublin Historical Record*, 37 (1983), 2-13.

1. TRANSFERS OF FREEHOLD PROPERTY

Freehold land was held in fee simple, and the owner could sell, transfer it, lease it or will it as they chose. If the owner made no will the legal heir came into possession. It is worth noting that women could not own freehold land during their marriage until the Married Women Property Act of 1882. Furthermore, in Ireland under the Penal Laws Catholics could not purchase freehold property between 1704 and 1782, while during this period they also had to divide up their estates amongst their surviving sons through the gavelkind procedure mandated by the 1704 Act to Prevent the Further Growth of Popery. The various means of conveying land by deed are described below.

- **Feoffment: A Deed of Feoffment has been described as ‘the most ancient form of conveyance’⁸** and formally involved the public ceremony of the livery of the seisin. Feoffments were by the eighteenth century mostly hybrid documents incorporating the terminology of the bargain and sale. They recorded the conveyance of property using the past tense using the phrase: *Did Grant, Enfeoffe, Alien and Confirm*
- **Bargain and Sale:** Deeds of Bargain and Sale replaced feoffments in both England and Ireland as one of the most common methods of effecting a conveyance during the sixteenth century. Bargain and Sales were supposed to be enrolled under the 1536 legislation but in practice by the eighteenth century they were largely superseded by Deeds of Lease and Release as the most common conveyancing instrument.^{9,10} Deeds of Bargain and Sale usually give the consideration (sum of money transferred) as well as a description of the property. A token consideration e.g. of five shillings or one peppercorn usually means what one is reading is actually the lease element of a Deed of Lease and Release (See below). The key phrase found in a memorial of a Deed of Bargain and Sale is: *Has Granted Bargained Sold Released and Confirmed unto*
- **Deed of Lease and Release:** The Deed of Lease and Release is by far the most common legal instrument found in the ROD and was used for a variety of purposes including mortgages and marriage settlements. As such identifying a memorial of a deed or indenture of lease and release is only of limited value to the researcher. For present purposes we will focus on the Deed of Lease and Release as a means of conveyancing property. In the original deeds the lease and release are two separate documents usually dated on two consecutive days. As such the memorial will have two dates entered on it. The first part is the Lease whereby the grantor bargained and sold the property for a nominal consideration or rent (often either five shillings or a peppercorn) to a grantee. This leasing of the freehold allowed lawyers to avoid enrolling the transaction (which incurred extra fees and made the transaction public).¹¹ On the next day (at least in most cases) the grantor conveyed their reversion or rights in the property for the actual consideration or purchase price (the Release).¹² The key phrases here are Lease: *[A] hath bargained and sold [or hath granted, bargained and sold] ... from the day next before the date of these presents for and during and unto the full end and term of one whole year [or six months] ... to the intent and purpose that by virtue of these presents and by the force of the Statute made for transferring Uses into possession, that the lands are in actual possession of B...* and Release:

⁸ Anon., *Everyman a Lawyer* (Dublin, 1755), pp. 115-16. As well as the modern sources listed above this document draws upon some commonly used contemporary publications which sought to explain the law of conveyancing to practicing lawyers and other interested gentlemen. These include Giles Jacob, *A Law Dictionary Containing the Interpretations of Words and Terms used in the Law* (10 ed., Dublin, 1773); William Newman, *The Complete Conveyancer or the Theory and Practice of Conveyancing in all its branches* (Dublin, 1785); Anon., *The Young Clerk's Magazine or Law Repository* (Dublin, 1749). The last item includes a series of templates for individual forms of memorial to be entered in the Registry of Deeds.

⁹ If the deed included the phrase ‘in consideration for money’ it was meant to be enrolled in Chancery but if it included the phrase ‘in consideration of money and natural affection’ (my underlining) it did not need to be enrolled. *Everyman a Lawyer*, p. 10

¹¹ Brian Nugent, *A Guide to the 18th Century Land Records in the Irish Registry of Deeds* (2011), p. 56.

¹² It is worth noting that the phrase to a man ‘and his heirs’ means the release only creates a life interest but the phrase ‘and the heirs of his body’ creates an entail. *Everyman a Lawyer*, p. 118.

Hath granted bargained sold aliened released and confirmed [the lands], in his actual possession by virtue of a bargain and sale [recites the terms of the lease] ... for ever. It is worth stressing that subsequent clauses in a Deed of

1. TRANSFERS OF FREEHOLD PROPERTY

Lease and Release may reveal it is not a conveyance but instead a mortgage, assignment or settlement. As such these need special care when assessing their content. A negative search for key phrases relating to these types is essential.

- **A Common Recovery or A Fine and Recovery:** A Fine and Recovery is a final agreement for settling or conveying property. A Fine was described in 1755 as ‘anciently...a determination of a real controversy but now it is generally a feigned action upon a writ or covenant and supposes a controversy where there is none’.¹³ A Common Recovery was a ‘collusive action’ used to break an entail or other form of settlement to transfer fee simple. In England it often involved a fictitious party but in Ireland it usually involved a disinterested third party who was designated as the *tenant to the praecipe*. Unusually for records in the ROD the key identifying phrase is expressed in law French reflecting its medieval origins with the key words being: *Fine sur cognizance de droit come ceo* meaning a find upon acknowledgement of the right of the cognizee
- **Will:** Wills were registered in the ROD where they involved the transfer of property to the heirs of the testator. Much easier to identify than the other instruments described here, the key phrase is: *The last will and testament*¹⁴



Memorial 314272, registered 20 May 1795, showing the signature of Wolfe Tone, leader of 1798 Rebellion in Ireland

¹³ *Everyman a Lawyer*, p. 121.

¹⁴ The wills in the ROD have been abstracted in E. Ellis and P. Beryl Eustace (eds), *Registry of Deeds Dublin Abstracts of Wills, 1708-1832* (3vols, Dublin, 1954-84).

2. TRANSFERS OF LEASEHOLD PROPERTY

The great majority of the Deeds registered in the ROD do not involve the conveyance of freehold property but instead record the transfer of rights and interests in property, of which leases in various forms were the most important category. A Lease is a demise or letting of lands, tenements or hereditaments to another for term of life, years, or at will, for a rent reserved¹⁵. Under the 1707 Act leases of upwards of twenty-one years could be registered in the ROD, while it is important to note here that under the terms of the 1704 Act to Prevent the Further Growth of Popery Catholics could not lease land for greater than thirty-one years. As with deeds of conveyance Irish legal practice largely followed that of England and Wales although leases for lives and especially leases for lives renewable forever were much more widely used in Ireland.

Key features of a Leases:

- Leases are always granted for a certain time period, after which the land would revert to the lessor.
- There will always be a rent payable to the lessor at stipulated times of year, usually May and the Feast of All Saints in November though there are variations here with some rents due on Ladyday (25 March) and Michaelmas (29 September).
- The key phrases common to all leases are: Doth demise, grant, set and to farm let unto or Hath demised, granted, set and to farm let.
- Some leases take the form of a Memorial of an Indenture or Deed of Lease while others take the form of a Memorial of Deed of Lease and Release. There is not always consistency in practice here.

Types of Leases found in the ROD with distinguishing features:

- **Perpetuity or Fee Farm Lease:** A lease granted forever with a minimal rent, in effect a form of ground rent. The Grantor retains very few rights to the property, but the grantee does not own it in fee simple. The key phrase here is: *To hold the said towns, lands and premises...forever at and under the yearly rent*
- **A Lease for Years:** A lease granted for a term of prescribed number of years for an agreed and stipulated annual rent usually paid in two instalments. The most common term found in the ROD is the thirty-one year lease referred to above but urban leases were often for longer terms. The key phrase here is: *Doth demise, grant, set and to farm let unto* while the term is stipulated as follows: *For the Term of [Thirty-one] Years*
- **Lease for Lives:** A Lease for Lives was a common form of lease in Ireland and gave reasonable security of tenure. The Lease was granted for the duration of the lives of three named individuals (usually including the tenant). Upon the death of the third 'life' the leased property reverted to the grantor or his heirs. It was possible for new lives to be added usually upon the payment of an entry fine stipulated in the original deed turning the lease into a lease for lives renewable. The key phrase identifying a lease for three lives is: *For and during the Naturall Lives and Life of the Survivors and Survivor of them* while a Lease for Three Lives Renewable is identified by the phrases: *For and during the Naturall lives AND renewable forever and Covenants for Renewing the said Lease for ever upon*. Leases for lives often included a large entry fine, payable upon taking up the lease, as well as an annual rent, while they also frequently included improvement clauses.¹⁶

2. TRANSFERS OF LEASEHOLD PROPERTY

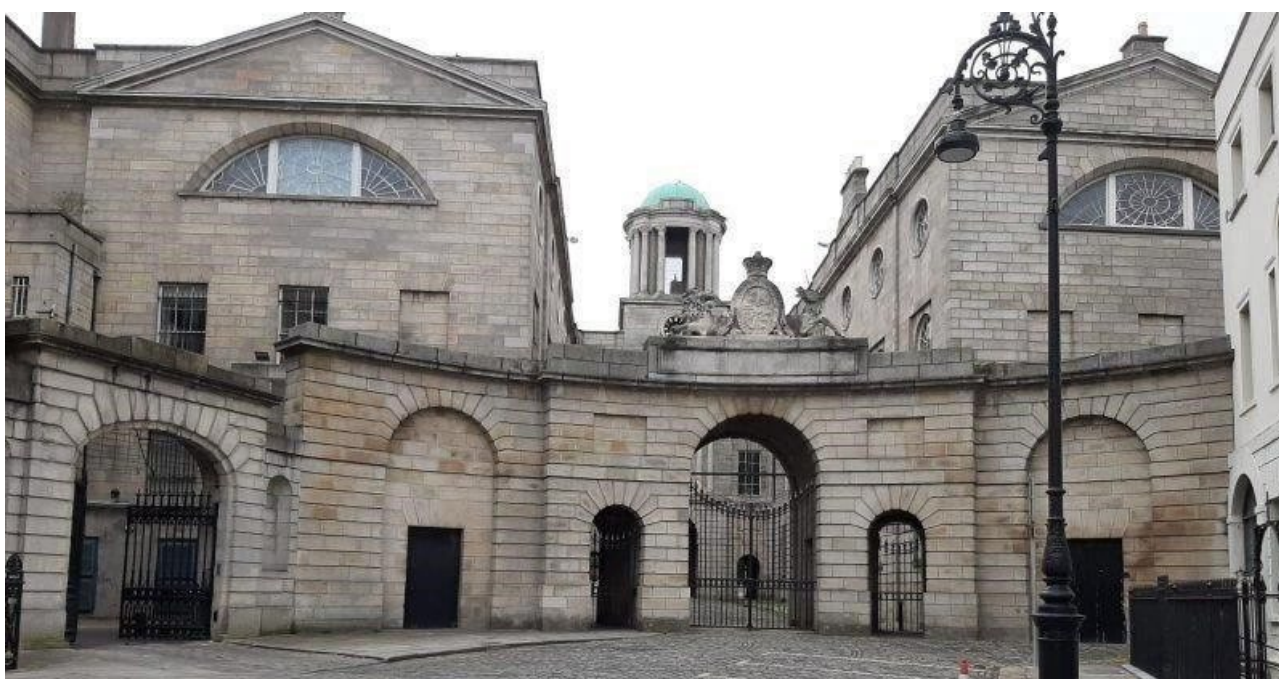
Assignments and Surrenders: Leases usually stipulate the conditions upon which a tenant might default on their lease, late or non-payment of rent etc. The penalties for failing to keep to the terms of a lease were

¹⁵ *Everyman a Lawyer*, p. 135.

¹⁶ W.H. Crawford and Brian Trainor (eds), *Aspects of Irish Social History* (Belfast, 1969), pp. 10-17 gives an excellent close analysis of a typical Three Lives Lease. See also the Appendix to this guide

clearly laid out. It was also possible for tenants to transfer their interest in a lease. This could be done in two ways.

- **Surrender:** A deed of surrender allowed a lessee to return a leasehold property to a grantor/lessor. The key phrase here is: *do surrender*.
- **Assignment of a lease:** Much more common and quite challenging for the researcher to understand is the process of assigning a lease. A Lessee could, through a Deed of Assignment, assign their interest in a lease to a third party. With the consent of the original lessor or their heirs, they would assign the residue of the lease (the remaining term of years) to a new lessee using the phrase *for and during all the Residue*, who would be bound by the conditions of the original lease. Deeds of assignment usually recite the details of the original lease before describing the Deed of Assignment which is identified by the phrases: *AB doth Give Grant Transfer Assign and make over unto the said CD his Exrs: Admrs: and Assignes and Grants and Assigns unto the said __ All his the said __ Interest and Term*. Assignments are very common on urban property where leases were often longer and assignments were often used to finance house building. It is worth noting (see below) that mortgages could also be assigned so care needs to be taken when differentiating between an assignment of a lease and a mortgage.



Henrietta Street entrance to Registry of Deeds and King's Inn, showing triumphal arch designed by Francis Johnston, c.1817

3. DEEDS WHICH ALLOWED LENDING ON PROPERTY (MORTGAGES)

One of the important functions of the ROD was to allow the registration of loans secured on property – mortgages. The ROD is therefore the principal source for understanding the operation of a property-based credit market in Ireland. It is worth stressing here that Catholics were not allowed to lend on mortgage until 1778 meaning that this was an exclusively Protestant phenomenon until this point. Identifying deeds of mortgage and their unique characteristics is the subject of this section.

- **Mortgages:** A Mortgage is defined as a temporary transfer of property in order to secure a loan of money. The person who owns the land is the mortgagor and the person who is lending the money is a mortgagee. Mortgages do not disturb the mortgagor's possession of the property provided they make

the annual interest payments and in time repay the principal of the loan. **Mortgages by conveyance** take the form of a variety of legal instruments, a lease for a long term of years, lease and release, assignment etc but as our eighteenth-century guide stresses 'therein is contained a proviso, that if the money be paid on the day the deed to be void'. Deeds of Mortgage usually contain a right known as an equity of redemption whereby the mortgagor could redeem the property whenever he paid the principal. Under the 1709 Act mortgage loans which had been paid off or satisfied were to be recorded in separate books of satisfied mortgages and the phrase 'mortgage satisfied' was to be included in the margins of the transcript book where the mortgage deed was first entered. In terms of identifying mortgages the key phrases are: *a Proviso Condition of Redemption and Condition to be void on Payment of ___ Pounds and Interest and together with full and Legal/Lawful Interest for the same.*

- **Mortgages by Demise:** Mortgages by demise are usually in the form of a lease for five hundred or one thousand years. They often take the form of an indenture of mortgage and have the phrase *subject nevertheless to a Proviso or Condition that the same shall be void on payment of the sum of with lawful interest for the same.*¹⁷
- **Assignment of a Mortgage:** Mortgages like Leases could be assigned to a third party if the mortgagee wished to recover his money, but the mortgagor was not able to repay the initial loan. The original debt and schedule of interest payments were transferred by a deed of assignment. Like Assignments of Leases Memorials of Assignments of Mortgages will recite the original deed before coming to the details of the assignment, indicated either by a phrase like *now this indenture witnesseth or Doth thereby Grant, Bargain, Sell, Transferr, Alien Release, Confirm, Assign, and make over unto the said ___ All that the said Mortgage of and in the said Lands.* If it is a mortgage for a set term the phrase *rest and residue of the said term* will appear or else the word *forever* appears.

4. DEEDS WHICH ALLOW CHARGES TO BE IMPOSED ON PROPERTY (ANNUITIES, RENT CHARGES, ETC).

Not all eighteenth-century deeds registered in the ROD describe the transfer of property or lending upon its security. A smaller number of memorials deal with charges levied on property and are described below.

- **Grant of Annuity:** Annuities – a form of annual payment out of an estate e.g. a jointure – could be charged on an estate using a deed. It is worth noting here that under the 1709 Discovery Act - one of the most important pieces of penal legislation – Catholics could not be granted annuities for life out of landed property¹⁸. Annuities are found either in the form of a Memorial of a Deed of Grant or in the form of a Memorial of a Deed of Lease and Release and can be identified by the phrase: *Did grant, give and confirm unto.* Legally the word grant is used only to record the transfer of non-corporeal property, i.e., money, goods etc.
- **Rentcharge:** Similar to a grant of annuity though the phrase *rentcharge* is used explicitly.

¹⁷ There is a contemporary template for a memorial of mortgage by demise in *The Young Clerk's Magazine or Law Repository* (Dublin, 1749), p. 144.

¹⁸ 8 Anne c. 3. See O'Neill, 'Discoverers and discoveries', p. 2.



Registry of Deeds staff carefully scanning an 18th century Transcription Book

5. Settlements and Trusts

Another vital function of the ROD was to register deeds creating trusts either for corporate, charitable or even religious purposes as well as family settlements and other forms of written legal agreements involving property.

- **Articles of Agreement:** Memorials of Articles of Agreement were often drawn up in advance of the preparation of a lease, conveyance, marriage settlement etc., and record the legal agreements that two parties have entered into. The key phrase here is: *Articles of Agreement Indented bearing date and perfected*.
- **Covenant and Agreement:** Another version of Articles of Agreement. The key phrase here is: *covenanted and agreed*.
- **Deed of Trust:** Memorials of Deeds of Trust record the creation of a trust established to perform a particular purpose. Deeds or Declarations of Trust could be used to allow trustees to manage the estate of a minor, to implement the clauses of a private act of parliament, to allow for the vesting of land within a corporate group such as a religious congregation. They could also be used as part of a marriage settlement or other family settlement. The key phrases identifying trusts are: *Upon Trust nevertheless and to and for the Uses, Intents and purposes* where trustees are conveying or leasing property, or where a trust is being established: *Declaration of Trust*.
- **Discovery:** Deeds of Trust were used by Protestant discoverers who registered a deed of trust in favour of the person for whom they acted. The usual consideration was 5s or £1.2s9d the equivalent of an English Guinea.¹⁹
- **Marriage settlement:** Marriage settlements are amongst the most elaborate documents memorialised in the ROD. Taking the form of either a Deed of Lease and Release, a Deed of Settlement, a Deed of Feoffment, or a Deed of Trust, they were created upon the occasion of a marriage to vest the property brought by the wife to the marriage in trustees to ensure payment of her jointure upon her widowhood if her husband died first. They are often connected into wider family legal settlements created through a process known as strict settlement to secure the descent of family property. On occasion they will

¹⁹ O'Neill, 'Discoverers and discoveries', p. 4.

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provide information on a significant number of collateral descendants who stood to potentially inherit a property subject to various vicissitudes of life. The key phrase found in a marriage settlement is: *Whereas a Marriage intended (by the Grace of God) to be forthwith had and Solemnized between the said.*

- **Deed of Partition:** A Deed of partition divided up a property between two or more parties and is identified by the phrase: *Make partition and division.*

Glossary of Key Terms found in ROD Memorials

Abstract	Brief summary of memorials in a series of books created after 1833. Series survive for 1708-17 and 1801-32 and from 1833 onwards
Alienation	Alienation is an act whereby one party transfers property to another
Annuity	Annual money payment paid out of a property
Appurtenance	Other rights or easements belonging or being an appurtenant to a property, e.g. yards, gardens, profits etc.
Assignee/Assign	Person to whom something has been assigned or transferred
Assignment	Transfer of a lease or a mortgage
Bargain and Sale	Early form of conveyance - had to be enrolled under 1536 Enrolment Act
Bond	Agreement to pay a penalty if certain conditions or actions are not performed
Common Recovery	A legal 'fiction' by which land could be transferred instead of using a conveyance - unlike in England fictional names not used
Consideration	Usually, the purchase money for a property
Convey	To transfer freehold property from one person to another
Covenant	An agreement entered into by one or more parties to a deed to do or refrain from doing some act.
Declaration of Trust	Process by which a person is made a trustee, including details of what the trust involves
Deed Poll	A deed made and executed by only one party
Demise	Lease
Discovery	The process established by the 1709 Discovery Act by which a 'Protestant discoverer' could file a bill 'discovering' a Catholic interest in a freehold or more commonly leasehold property held in contravention of the penal laws. The discoverer's reward was the right to take over the lease for his own benefit. Many discoveries were collusive.
Duty(s)	Non-monetary payments or services to be provided by Lessee to Lessor - e.g. set number of muttons, beefs etc.
Easement	A right or privilege over property e.g. a right of way
Encumbrance	A burden or liability to which a property is subject e.g. mortgage or entail

Enrolment	Copy of Deed kept on court roll
Equity of Redemption	The right of a mortgagor to redeem the property he has mortgaged; this right could be passed to a third party
Fee/Fee Simple	Absolute possession of freehold estate or title
Feoffment	A means of conveying property
Fine	A sum of money paid for the granting of a lease or for inserting a new 'life' into a lease
Gift	Means of transferring property including land involving no payment of monetary consideration
Grant	Means of transferring non corporeal property, i.e. money or goods
Grantee	Person to whom something is granted

Grantor	Person who grants something to another
Hereditaments corporeal	Tangible property - e.g. buildings and land
Hereditaments incorporeal	Intangible property- e.g. easements, water rights
Indenture	A type of deed which had an 'indented top' Usually two copies prepared - one for each party
Lease	A grant of property for a specific amount of time
Lease and Release	A means of conveying property; a lease was granted for a year, and the following day the lessor or grantor's rights of ownership were released in return for a consideration - a means of getting around 1536 Enrolment statute
Lease for lives	A lease for a set number of named lives (usually three), new lives could be added upon payment of a fine. Sometimes renewable forever
Thirty One Year Lease	A lease for thirty-one years was the maximum lease Catholics could hold under the penal laws
Lessee	Person to whom lease was granted
Lessor	Person granting lease
Memorandum	Note summarising the terms of a particular transaction
Messuage	Term used for property-often a dwelling house
Moiety	Half share of a property
Mortgage	A loan secured by property temporarily transferred from a mortgagor to mortgagee
Partition	A division of a property between two or more interested parties
Portion	The share of a property allotted to an individual or group
Quit Rent	An annual grant on property formerly granted by the Crown - effectively a form of ground rent. Deeds make it clear whether the owner or tenant pay it

Introduction to the Memorials and Transcription Books at the Registry of Deeds

Recital	A statement of a previous event or deed which may affect property being transferred; the event or deed is 'recited' at the beginning of the new deed; a recital is always introduced by the word 'whereas'
Release	Whereby one party relinquishes a claim or right under the law to another party
Remainder	An estate in expectation, i.e. the words which indicate that a person will inherit, e.g. the property is transferred to A and his heirs, and in the event of there being no heirs, the remainder to B (therefore B will inherit instead)
Rent Charge	A charge on an estate - e.g. a marriage portion
Reversion	The return of a leased property to the original owner after the lease has expired
Settlement	Transfer of a property to trustees for a specific purpose e.g. marriage settlement
Surrender	The return of leasehold property to the lessor
Tenant to the praecipe	A third party in a common recovery to whom property is conveyed in name in order for it to be recovered
Tenement	A description of a property, usually including a building; a messuage may be divided into two tenements
Title	The right of ownership of a property

Trust	Holding property according to specified conditions, e.g. to administer an estate and pay profits to another
Trustee	A person holding a property in trust for another
Uses	The purposes for which a property is held in trust by a trustee - usually specified in a settlement
Whereas	Word which marks the beginning of a recital in a deed

The Registry of Deeds Matrix

Type of Deed	Sub Type of Deed	Key Phrases	Consideration	Term (how long does Transaction last)
Articles of Agreement	Memorandum of Agreement	<i>Articles of Agreement Indented bearing date and perfected</i>	N/A	N/A
	Covenant and agreement	<i>It is covenanted and agreed</i>	Nominal	N/A
Assignment	Assignment of Lease	<i>AB doth Give Grant Transfer Assign and make over unto the said CD his Exrs: Admrs: and Assignes and Grants and Assigns unto the said ___ All his the said ___s Interest and Term</i>	Sometimes	For the rest and residue of said term
Assignment	Assignment of Mortgage	<i>Doth thereby Grant, Bargain, Sell, Transfer, Alien Release, Confirm, Assign, and make over unto the said X__All that the said Mortgage of and in the said Lands</i>	No	For the rest and residue
Common Recovery	Making Tenant to the praecipe	<i>Fine sur cognizance de droit come ceo</i>	N/A	N/A
Conveyance	Feoffment	<i>Doth Grant, Enfeoffe, Alien and Confirm</i>	Yes	Forever
Conveyance	Deed of Bargain and Sale	<i>Has Granted Bargained Sold Released and Confirmed unto</i>	Yes	Forever

Introduction to the Memorials and Transcription Books at the Registry of Deeds

Conveyance	Deed of Lease and Release	<i>[A] hath bargained and sold [or hath granted, bargained and sold] ... from the day next before the date of these presents for and during and unto the full end and term of one whole year [or six months] ... to the intent and purpose that by virtue of these presents and by the force of the Statute made for transferring Uses into possession, that the lands are in actual possession of B ...</i>	Yes	Forever
Conveyance upon Trusts	Trust	<i>Upon Trust nevertheless and to and for the Uses, Intents and purposes</i>	Sometimes	N/A

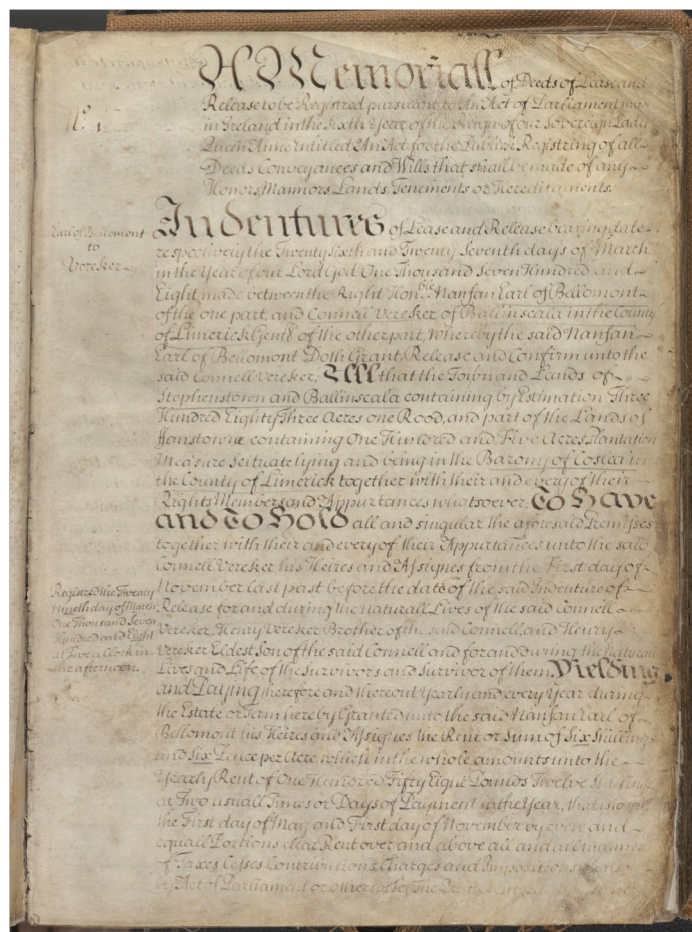
d	Trust	<i>Declaration of Trust</i>	No	Sometimes
Deed Poll		<i>Deed Poll</i>	No	N/A
Grant forever	Perpetuity Lease	<i>Did Grant Assigne and Sett</i>	Yes	Forever
Grant of Annuity	Annuity	<i>Did Give Grant and Confirm unto</i>	Yes	Specified for life or for number of years
Rentcharge	Rentcharge	<i>Deed of Rent Charge</i>	Yes	Specified for life or for term of years
Lease	Lease for Years	<i>Doth demise, grant, set and to farm let unto or Hath demised, granted, set and to farm let</i>		
	Yes	<i>Specified number of years</i>		
Lease	3 Lives Lease	<i>For and during the Natural Lives and Life of the Survivors and Survivor of them</i>	Yes	Term of Named People's lives
Lease	3 Lives Lease Renewable	<i>Covenants for Renewing the said Lease forever upon</i>	Yes	Term of Named People's lives renewable forever
Lease	Lease of Easement	<i>Hath for him and his heirs given, granted</i>	Yes	Specified Term of Years

Lease	Perpetuity Lease	<i>To hold the said towns, lands and premises... forever at and under the yearly rent</i>	Yes	Forever
Marriage Settlement	Marriage Settlement	<i>In consideration of a marriage</i>	Sometimes	N/A
Mortgage	Mortgage by Conveyance	<i>Proviso OR Condition of Redemption and Condition to be void on Payment of ___ Pounds and Interest</i>	Yes	Forever
Mortgage	Mortgage by Demise	<i>Subject nevertheless to a Proviso or Condition that the same shall be void on payment of the sum of ___ with lawful interest for the same</i>	Yes	Specified number of years
Mortgage	Mortgage satisfied	<i>The Mortgage mentioned in this Memorial: is Satisfied & Discharged</i>	Yes	N/A
Partition	N/A	<i>Make partition and division</i>	No	Specified term of years or forever
Release	Revocation and appointment	<i>Revoke, alter and make void</i>	No	Forever
Surrender	N/A	<i>Released, assigned, surrendered</i>	No	Forever
Will	N/A	<i>Last will and testament</i>	No	No

Appendix 1: Examples of Different Deed Types Registered at the Registry of Deeds

The key phrases pertaining to the deed and instrument type are highlighted in bold to assist the reader. The transcription is verbatim as appears in the Registry of Deeds transcription book.

Memorial No. 1: A Lease for 3 Lives in Co. Limerick, 26 March 1708.



Registry of Deeds Transcript Book 1 showing transcript of Memorial No. 1

Transcript of Memorial No. 1 from ROD Transcript Book 1, page 1.

Earl of Bellomont
to
Vereker

Registered the Twenty
Ninth day of March
One Thousand Seven
Hundred and Eight
at Five a Clock in the
Afternoon.

A Memoriall of Deeds of Lease and

Release to be Registered pursuant to An Act of Parliament made
in Ireland in the Sixth Year of the Reign of our Sovereign Lady
Queen Anne Entitled An Act for the Publick Registering of all
Deeds Conveyances and Wills that shall be made of any Honors,
Mannors, Lands, Tenements or Hereditaments.

Indenture of Lease and Release bearing date respectively the
Twenty Sixth and Twenty Seventh days of March in the Year of
our Lord God One Thousand Seven Hundred and Eight made
between the Right Honble Nanfan Earl of Bellomont of the one
part, and Connell Vereker of Ballinscala in the County of

Limerick Gentl of the other part, Whereby the said Nanfan Earl of Bellomont **Doth Grant, Release and Confirm** unto the said Connell Vereker; All that the Town and Lands of Stephenstown and Ballinscala containing by Estimation Three Hundred Eighty Three Acres one Rood, and part of the Lands of Ffanstowne containing One Hundred and Five Acres Plantation Measure Scituate lying and being in the Barony of Coslea in the County of Limerick together with their and every of their Rights Members and Appurtances whatsoever: **To have and to hold all and singular the aforesaid Premises** together with their and every of their Appurtañces unto the said Connell Vereker his Heires and Assignes from the First day of November last past before the date of the said Indenture of Release **for and during the Naturall Lives of the said Connell Vereker, Henry Vereker Brother of the said Connell and Henry Vereker Eldest Son of the said Connell and for and during the Naturall Lives and Life of the Survivors and Survivor of them.** Yielding and Paying therefore and thereout Yearly and every Year during the Estate or Term hereby Granted unto the said Nanfan Earl of Bellomont his Heirs and Assignes the Rent or Sum of Six Shillings and Six Pence per Acre, which in the whole amounts unto the Yearly Rent of One Hundred Fifty Eight Pounds Twelve Shillings at Two usuall Times or Days of Payment in the Year, that is to say the First day of May and First day of November by even and equall Portions clear Rent over and above all and all mannor of Taxes Cesses Contributions, Charges and Impositions as also by Act of Parliament or otherwise (The Quitt Rent paid to her Majesty her Heires and Successors and the Chiefry payable to the College of Dublin only Excepted) the First payment of the said reserved Rent to be made on the First day of May next ensuing the date of the said Indenture of Release, which said Indentures are Witnessed by Richard Nanfan Lieut. Coll of a Reginment of Foot in Her Ma..tie's Service, and Daniel Golborne of the City of Dublin Getntleman. This Memoriall was signed and Sealed in the presence of

D:l Golborne

John Connell Connell
Vereker.

To the Register appointed by vertue of the above Connell Vereker mentioned Act of Parliament The above named Daniel Golborne came this day before me and made Oath that he saw the above named Nanfan Earl of Bellomont duly Seal and Execute the above mentioned Deeds or Indentrues of Lease and Release bearing date the Twenty Sixth and Seventh days of March One thousand Seven Hundred and Eight (of which the above Writing is a Memoriall) And that this Dept. likewise saw the above named Connell Vereker duly signe and seal the said Memoriall, and that the name (Danl. Golborne) Subscribed as a Witness to the said

Introduction to the Memorials and Transcription Books at the Registry of Deeds

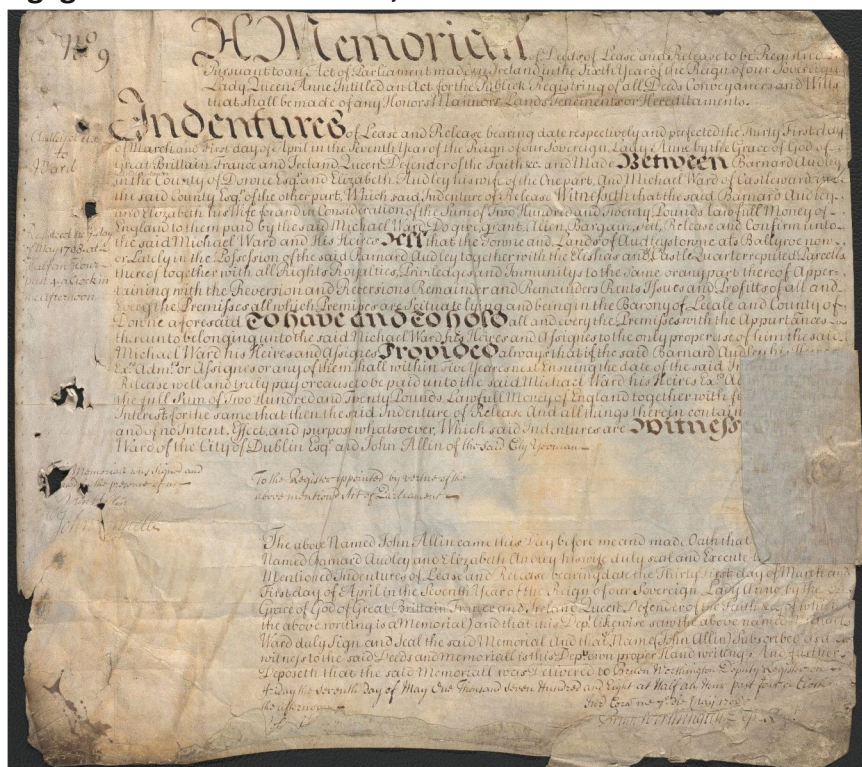
Deeds and Memoriall is ths Depts own proper Hand Writing , And further Deposeth That the said Memoriall was Delivered to Benjamin Parry Esqr Register on Monday the Twenty Nineth day of March One Thousand Seven Hundred and Eight at Five a Clock in the afternoon.

DI. Golborne

Inr corine 29 die Martij 1708.

B Parry Reg.r

Memorial No. 9: A Mortgage on land in Co. Down, 31 March 1708



Transcript of Memorial No. 9 from ROD Transcript Book 1, page 15.

No. 9

Audley et

ux to

Ward

Registered the 7th. day

of May 1708 at half

an Hour past 4. a

Clock in the

Afternoon

A Memorial of Deeds of Lease and Release

to be Registred pursuant to an Act of Parliament made in Ireland in the Sixth Year of the Reign of our Sovereign Lady Queen Anne Intitled An Act for the Publick Registring of all Deeds, Conveyances and Wills that shall be made of any Honors, Mannors, Lands, Terenents or Hereditaments.

Indentures of Lease and Release bearing date respectively and perfected the Thirty First day of March and First day of April in the Seventh Year of the Reign of our Sovereign Lady Anne by the Grace of God of Great Brittain France and Ireland Queen Defender of the Faith &c. and made Between Bernard Audley of Audleystowne in the County of Downe Esqr. and Elizabeth Audley his Wife of the one part, and Michael Ward of Castleward in the said County Esqr. of the other part [Insert & which said Indenture of Release] Witnesseth that the said Barnard Audley and Elizabeth his Wife for and in consideration of the Sum of Two Hundred and Twenty Pounds lawfull money of England to them paid by the said Michael Ward **Do Give , Grant, Alien, Bargain, Sell, Release and Confirm** unto the said Michael Ward and his Heires; All that the Town and Lands of Audleystown als Ballycod now or lately in the Possession of the said Barnard Audley together with the ??? and the Castle Quarter reputed Parcells thereof together with all Rights, Royaltys Priviledges and Immunitys to the same or any part thereof appertaining, with the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profitts of all and every the Premisses, All which Premisses are Scituate lying and being in the Barony of Lecale and County of Downe aforesaid To have and to hold all and every the Premisses with ??? Appurtañce thereunto belonging unto the said Michael Ward his Heires and Assignes, To the only proper Use of him the said Michael Ward his Heires and Assignes; **Provided always that if the said Barnard Audley His Heires Ex:rs Adm:rs or Assignes or any of them shall within Five Yeares next ensuing the date of the said Indenture of Release well and truly pay or cause to be paid unto the said** Michael Ward his Heires Ex:rs Adm:rs or Assignes **the full Sum of Two Hundred and Twenty Pounds lawfull money of England, together with full and Legall Interest for the same,** That then the **said Indenture of Release, and all things therein contained shall be void,** and of no Intent, Effect, and purpose whatsoever, Which said Indentures are Witnessed by Charles Ward of the City of Dublin Esqr. and John Allin of the said City Yeoman

Michael Ward

This Memoriall was Signed and
Sealed in the presence of us
John Allin
John Connell

To the Register appointed by vertue of the above
mentioned Act of Parliament

The above named John Allin came this Day before me and made Oath that he saw the above named Barnard Audley and Elizabeth Audley his Wife duly Seal and Execute the above mentioned Indentures of Lease and Release bearing date the Thirty First day of March and First day of April in the Seventh Year of the Reign of our Sovereign Lady Anne by the Grace of God of Great Brittain, France and Ireland Queen Defender of the Faith &c (of which the above Writing is a Memoriall and that this Dept. likewise saw the above named Michael Ward duly Sign and Seal the said Memoriall, And that the name (John Allin) Subscribed as a Witness to the said Deeds and Memoriall is this Depts. own proper Hand Writing, And further Deposeth that the said Memoriall was Delivered to Bruen Worthington Deputy Register on Friday the Seventh Day of May, One Thousand Seven

Introduction to the Memorials and Transcription Books at the Registry of Deeds

Hundred and Eight at Half an Hour past Four a Clock in the Afternoon

John Allin

Jur cor me 7o die May 1708

Bruen Worthington Dep: Regr.



[Dr.Patrick.Walsh](#)

Dr Patrick Walsh is Assistant Professor of Eighteenth-Century Irish History at Trinity College Dublin, and the author of several books and articles on the economic, social, and political history of eighteenth-century Ireland. Along with Dr Andrew MacKillop (Glasgow) he was Co- principal Investigator of the Irish Research Council/Arts and Humanities Research Council funded project: *Comparing and Combining Early Modern Irish and Scottish Land Records: New Transkribus and Natural Language Processing Approaches*, 2020-2022.



**Tailte
Éireann**

Clárúchán, Luacháil,
Suirbhéireacht
Registration, Valuation,
Surveying