

Deed of Assignment between Richard and Tobias Rosseter

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“ The following is a deed of assignment of the land of Newbawn. From Richard Rosseter to Tobias Rosseter dated 24th day of April 1803. THIS INDENTURE made the twenty fourth day of September in the year of our Lord God one thousand eight hundred and three BETWEEN Richard Rosseter of New Ross in the said county of Wexford, Merchant of the over part and Tobias Rosseter of Newbawn in the said county, gentleman third son of Theobold Rosseter late of Newbawn deceased and brother of the said Richard of the other part. WHEREAS by as indenture, bearing date the thirteenth day of January in the year of our Lord God one thousand seven hundred and ninety one made between Robert Leigh then of Rossegarland in the county of Wexford Esquire since deceased of the one part and Theobold Rosseter of Newbawn in said county farmer since also deceased of the other part WHEREBY said Robert did solomnize grant set and to farm let unto the said Theobold Rosseter SEE THAT AND THOSE that part of the lands of Newbawn then in the possession of the said Theobold Rosseter containing one hundred and fifty eight demense two roads and twenty four perches more or less, situate in the county of Wexford SO HOLD the same with the appoitenances unto the said Theobold Rosseter his executors administrators and assigns from the first day of May then last and during the natural lives of Theobold Rosseter third son of the said Theobold Rosseter the leasee then aged about fourteen years Patrick Rosseter forth son of the above mentioned Theobold then aged about twelve years and Nicholas Sweetman second son of Michael Sweetman of Newbawn then aged about eight years and the survivor and longest liver of them and in failure of all said three lives and the survivor of them within the space of forty one years from the said first of May then last them TO HOLD said demised premises with their appntenances unto the said Tobias Rosseter his executors administrators and assigns from the death of the survivor of said three lives so failing within the said period to the full end and term of forty one years to be accounted and commenced from the said first day of May then last past it being the intent of the said parties to said lease that the demises therein should be and continue for the term of three lives or forty one years which ever should happen to have the longest diviation A LAND UNDER the yearly rent of ten shillings by there for every acre said lands should contain together with six pence in the pound and receivers fees and one couple of Tivikies yearly payable half yearly as therein mentioned as in and by said recited lease reference being thereunto had may more fully and at larger appears AND WHEREAS the said Theobold Rosseter the leasee named in said lease has since died but before his death made and published his last will and testament bearing date the first of August in the year of our Lord one thousand seven hundred and ninety six did thereby amongst other things devise and bequeath to his dear wife Mary Rosseter during her life and no longer and to his third son Tobias Rosseter party here to all his farm which he then held from Robert Leigh Esquire and after the death of the said Mary the whole devoted to the said Tobias which lands so devised and bequeathed by the said Theobold to the said Tobias were the lands of Newbawn so demised and granted by the said recited lease which

Will was duly executed by the said Theobold in presence of two Witnesses only on account of which fatality the said devise of said lands to said Tobias did not pass, but on the death of the said Theobold became vested in John Rosseter his eldest son and heir at law who is also since dead but died intestate unmarried and without issue the ----- day of November one thousand seven hundred and ninety seven leaving Richard Rosseter party here to his eldest brother and heir at law on whose death the said Richard became intitled to said lands so demised and granted by said recited lease AND WHEREAS the said Richard party here to being well convinced that it was the intention of his father the said Theobold Rosseter deceased that the interest in said lands in Newbawn demised understand by nature of said recited lease should be-asa- properly for the --- maintenance support and provision of the said Tobias Rosseter party here to and the said Richard Rosseter having h--- to --- received his share or proportion of his said fathers effects and being willing and -- emie-- in every respect to fulfill his said fathers will and intention & HATH hereby agreed to confirm his said fathers will notwithstanding the fatality of it being witnessal by five witnesses only SON THIS INDENTURE WITNESSED that the said Richard Rosseter for considerations aforesaid and of so in consideration of the sum of ten shillings sterling to him in hand paid at or before the sealing and delivery hereof the receipt where of is hereby acknowledged HATH granted bargained sold aliened released and confirmed assigned and made over and by these presents DOTY grant bargain sell alien release and confirm assign and make over unto the said Tobias Rosseter in his actual possession now being by f--lue do pas bargain and sale to him thereof made for one whole year by Indenture bearing date the day next before the day of the date hereof in consideration of five shillings sterling and by forever and by venture of the statue for transforming uses into possession and to his heirs and assigns ALL THAT AND THOSE that part of the lands of Newbawn late in the possession of the said Theobold Rosseter deceased containing one hundred and fifty eight acres two roads and twenty four perches more or less situated in the county of Wexford and so demised and granted in and by the said recited lease to the said Theobold Rosseter deceased TO HOLD the said hereby released transformed and assigned lands said premises or intended so to be with all and singular there appentences the reunto belonging together with the said recited indenture of lease and all under tenants leases deeds or papers relating to the premises and all the estate Right Title interest term for lives and years yet to come and unexpired in and by said recited lease so demised and granted and all property Rights benefits equity of redemption profits claim challenge and demands who whatsoever hath of him and equity of him the said Richard Rosseter his heirs executors administrators of into or out of all and singular there premises hereby granted released and assigned are mentioned or intendeds so to be and every part and parcel thereof so Held under and by venture of the said recited lease unto the said Tobias Rosseter his heirs executors administrators and assigns to and for his and there own proper use and benefit for and during all the rest residue and ----- remainder of the term for lives and years so demised and granted in and by the said recited lease AT UNDER and SUBJECT to the rents duties reservations covenants provisions and agreements mentioned and expresses in said recited lease to be paid reserved and performed on the tenantor losses part and bel...f and the said Richard Rosseter doth hereby for himself his heirs executors and administrators covenant promise and agree to and with the said Tobias Rosseter his heirs executors administrators and assigns that said herein before recited indenture of lease is good and available in the law and name and stands in full force and ventures forfeited and

unsurrenderd for and notwithstanding any act or thing by him done committed or suffered to the conterary and that it shall and may be lawfull to and for the said Tobias Rosseters his heirs executors administrators and quietly to have hold and enjoy all and singular the aforesaid premises subject to the rent duties and reservations in said recited lease mentioned and continued without ... ve.. his eviction disturbances or interinption of him the said Richard Rosseter his heirs executors administrators or any other person or persons claiming under him or them and that he the said Richard Rosseter will at all times hereafter at the reasonable request but at the proper cost and changes in the law of the said Tobias Rosseter his heirs executors and administrators assigns make and forpact unto the said Tobias Rosseter all such further and other acts deeds assignments and assiennces as may be deemed necessary for the strengthening corrobourating and confirming these presents as his or their counsel formed in the law shall reasonably advise, devise or require and the said Tobias Rosseter doth hereby for himself his heirs executors and administrators and assigns covenant promise and agree to and with the said Richard Rosseter his heirs executors and administrators that he the said Tobias Rosseter his heirs executors and administrators and assigns shall and will from time to signe. and at all times hereafter deving the continuous of said mercited lease pay the yearly rent thereby rescribed when and as often as the same pay the yearly rent thereby received when and as often as the same shall become due and payable and shall and will perform fulfill and keep all and every the said covenants and agreements mentioned and contained in the said recited lease which from henceforth on the leases or assignees part and behalf are and ought to be performed fulfilled and kept according to the be.... intent and meaning thereof and shall and will from henceforth save defend and keep harmless and indem..ifivd the said Richard Rosseter his heirs executors and administrators and every of them his and their lands tenanments gouds and chattles from the payment of the rent or performance of all or another covenants mentioned and contained in said recited lease of said lands of Newbawn

IN WITNESS whereof the said parties have hereunto set their hands and seals the day and year firs herein. A.iasi..ten (Seal) Tobias Rosseter (Seal) Signed sealed and delivered in the presence of John Murphy Received from the within signed Tobias Rosseter the sum of ten shillings sterling being the consideration money mentioned to be paid me.anthe folen for him of the foregoing deed witnessed my hand the day and year in the foregoing deed first written” (last bit of this document is missing)