

**This Indenture** made the Twenty fourth day of May In the year of our Lord one thousand eight hundred and Fifty **Between**

**Robert Prescott Appleyard** of York Street in the County of Middlesex Esquire and **Charles Appleyard** of Lincolns Inn in the same County Esquire (Executors of the last Will and Testament of Robert Langley Appleyard late of

Lincolns Inn aforesaid Esquire deceased) of the first part **William Selby Lowndes** of Whaddon Hall in the County of Bucks Esquire of the second part **Samuel Burnham Dudley** of Winslow in the said County of Bucks Auctioneer of the third part and **Frederic Willis** of Leighton Bussard in the County of Bedford Gentleman of the fourth part Whereas by virtue of or under Indentures of Lease and Release bearing date respectively the nineteenth and twentieth days of January one thousand eight

hundred and twenty five the Release being made between William Selby Lowndes the elder therein described and since deceased (being the Father of the said William Selby Lowndes party hereto)

of the first part Maria Selby Lowndes (therein described) of the second part Philip Thomas Wykeham and the said Robert Prescott Appleyard therein respectively described and both since deceased

of the third part The Reverend Richard Lowndes and the Reverend Thomas Lowndes (therein respectively described) of the fourth part Sir Thomas Cotton Sheppard Baronet and Thomas Hart

therein respectively described of the fifth part and William Lowndes Stone (therein described) of the sixth part and a Fine duly levied in or as of Hilary Term in the fifth year of the reign

His late Majesty King George the fourth pursuant to the said Indenture of Release and in which Fine the said Philip Thomas Wykeham and Robert Langley Appleyard were Plaintiffs and

the said William Selby Lowndes the elder and Maria Selby Lowndes were Deforcients divers Manors or Lordships Capital and other Messuages Farms Lands and Hereditaments situate in (among

other Parishes) the Parish of Winslow in the said County of Bucks and including therein All those two Messuages or Tenements and Farms situate in Winslow aforesaid and Swanbourne

in the said County of Bucks and all and every the Fields Closes and pieces or parcels of Land Meadow and Pasture thereto belonging or appertaining or therewith held or enjoyed which then or

then late or theretofore were in the tenure or occupation of Thomas Read his Undertenant or Undertenants assignee or assigns at and under a yearly rent of Two hundred and sixty Pounds And all

other the Messuages Farms Lands Tenements and Hereditaments formerly of William Selby (the late Father of the said William Selby Lowndes the elder) (within amongst other Parishes the Parish of Winslow

aforesaid with their appurtenances Were limited settled and assured to for and upon the uses trusts intents and purposes and under and subject to the powers provisoes declarations and agreements

thereinafter limited and declared and in part hereinafter mentioned concerning the same (that is to say) As to Holcombe Farm and Biggin Farm therein mentioned To the use of the said William

Lowndes Stone his heirs and assigns Upon the Trusts therein referred to And as to and for and concerning all the Manors and Hereditaments thereby settled (except those limited in use to the said

William Lowndes Stone as aforesaid) To the use and intent that the said Maria Selby Lowndes should during the joint lives of herself and the said William Selby Lowndes the elder receive an

annual Sum of one hundred Pounds as therein mentioned with usual powers for securing the same and subject thereto To the use of the said Richard Lowndes and Thomas Lowndes for a term of Ninety

nine years Upon certain Trusts for better securing the said Annual Sum and subject to a Proviso for the cesser of the said Term upon the determination of the Trusts thereof and after the end or

determination of the said Term to the use of the said William Selby Lowndes the elder during his life with Remainder To the use of the said Philip Thomas Wykeham and Robert Langley

Appleyard during the life of the said William Selby Lowndes the elder In Trust for preserving contingent remainders with remainder To the use of the said Sir Thomas Cotton Sheppard and

Thomas Hart their executors and administrators for the term of Five hundred years Upon certain Trusts for raising the Sum of Ten thousand Pounds and paying the same to the said Maria

Selby Lowndes her executors administrators and assigns with Interest as therein mentioned And also upon certain other Trusts therein expressed after the decease of the said Maria Selby

Lowndes or in her lifetime if the said Trustees should think proper and if the said Maria Selby Lowndes and the person for the time being entitled to the first Estate of Freehold or Inheritance

expectant on the said term of Five hundred years should jointly direct as therein mentioned for raising the Sum of Twenty thousand Pounds with Interest and for appropriating the same

as respectively therein mentioned and from and after the expiration or sooner determination of the said Term of Five hundred years and in the meantime subject thereto and to the Trusts thereof

To the Use of ~~the said~~ William Selby Lowndes the younger (being the said William Selby Lowndes party hereto) and his assigns during his life without impeachment of waste with remainders over

and it was thereby Provided that it should be lawful to and for the said Philip Thomas Wykeham and Robert Langley Appleyard and the Survivor of them and the executors and administrators of such

Survivor and they and he are thereby authorized and impowered at any time or times thereafter at the request and by the direction in writing of the said William Selby Lowndes (party thereto) during

his life and after his decease at the request and by the direction in writing of the person who for the time being should be entitled to the first Estate of Freehold of and in the said Manors and other

hereditaments thereby granted and released if such person should be of full age but if not at the request and by the direction in writing of his Guardian or Guardians for the time being to

make Sale alien and dispose of or to convey in exchange for or in lieu of other Manors and hereditaments to be situate in England or Wales All or any part of the hereditaments thereby

limited to uses in strict Settlement with the appurtenances and the Inheritance thereof in fee simple to any person or persons whomsoever either together or in parcels and for such price or prices

in money or for such equivalent or recompense in manors Messuages Lands or hereditaments as to the said Philip Thomas Wykeham and Robert Langley Appleyard or the Survivor of them his

executors or administrators should seem reasonable and for the intents and purposes aforesaid or any of them it should be lawful for the said Philip Thomas Wykeham and Robert Langley

Appleyard and the Survivor of them his executors or administrators at such request and by such direction as aforesaid by any deed or deeds writing or writings to be by the said Philip

Thomas Wykeham and Robert Langley Appleyard or the Survivor of them his executors or administrators sealed and delivered in the presence of and attested by two or more credible Witnesses

to revoke determine and make void all and every the Uses Estates trusts limitations powers provisoes and agreements thereinbefore limited expressed declared and contained of and concerning

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**The** Hereditaments so to be sold or exchanged or any part thereof and by the same or any other deed or deeds writing or writings to be by them or

him sealed and delivered and attested as aforesaid to limit and appoint direct and declare such use or uses estate or estates trust or trust of

the Hereditaments the uses whereof should be so revoked which it should be thought necessary or expedient to limit declare or appoint in order to

effect such sale exchange or disposition as aforesaid and that when payment of any money to arise by such Sale of the said hereditaments or any part thereof or to be received

or taken for or by way of equality of Exchange it should and might be lawful to and for the said Philip Thomas Wykeham and Robert Langley Appleyard or the Survivor

of them his executors or administrators to give and sign receipts for the money for which the same should be so sold or so to be paid for equality of Exchange which receipts

should be sufficient discharges to the person or persons having the same respectively for the money for which the same should be given or \for/ so much thereof as in such

receipts should be respectively acknowledged or expressed to be received and that the person or persons paying the same respectively and taking such receipt or receipts for the

same as aforesaid should not afterwards be obliged to see to the application or be in any wise answerable or accountable for any loss misapplication or nonapplication of

such money or any part thereof **And whereas** the said William Selby Lowndes the elder departed this life on the eighteenth day of May one thousand eight hundred

and forty and was buried at Winslow aforesaid **And whereas** the said Philip Thomas Wykeham departed this life in the year one thousand eight hundred and

thirty five leaving the said Robert Langley Appleyard his Cotrustee him surviving **And whereas** the said Robert Langley Appleyard duly signed and executed his last

Will and Testament bearing date the fourth day of December one thousand eight hundred and thirty nine and appointed his Sons the said Robert Prescott Appleyard and

Charles Appleyard and his (the said Testators) brother Richard Smith Appleyard (since deceased) Executors thereof **And whereas** the said Robert Langley Appleyard

departed this life on the eighth day of December one thousand eight hundred and forty three without having revoked or altered his said recited Will which was duly proved

by the said Robert Prescott Appleyard and Charles Appleyard alone in the Prerogative Court of the Archbishop of Canterbury on the Fifth day of January one thousand eight

hundred and forty four **And whereas** the said Robert Prescott Appleyard and Charles Appleyard as such Executors of the said Robert Langley Appleyard deceased as aforesaid

at the request and by the direction in writing of the said William Selby Lowndes (party hereto) late William Selby Lowndes the younger as the person now being intitled to the first

Estate of Freehold of and in the said Manors and other hereditaments comprised in and settled by the said recited Indenture of Settlement dated the twentieth day of January one

thousand eight hundred and twenty five as aforesaid testified by his being a party to and executing these presents and pursuant to and in exercise of the said power of Sale and Exchange

so limited or reserved and contained in the same Indenture lately agreed with the said Samuel Burnham Dudley for the absolute Sale and Conveyance to him of the Close of Pasture Ground and

hereditaments hereinafter described (being part of the hereditaments comprised in the said recited Indenture of Settlement) and the fee simple and inheritance thereof in possession free from

Incumbrances for the Sum of Five hundred Pounds and the said Samuel Burnham Dudley has requested that the same may be conveyed and assured To the Uses and in manner

hereinafter mentioned **Now this Indenture** (being a Deed of Release made in pursuance of the Act of Parliament passed in the fourth year of the reign of Her Majesty Queen

Victoria intituled "An Act for rendering a release as effectual for the Conveyance of Freehold Estates as a Lease and Release by the same parties" **Witnesseth** that in pursuance of

the said Agreement and in consideration of the Sum of Five hundred Pounds of lawful Money of Great Britain by the said Samuel Burnham Dudley to the said Robert Prescott Appleyard

and Charles Appleyard in hand well and truly paid at or before the execution of these presents at the request and by the direction of the said William Selby Lowndes (party hereto) testified as

aforsaid his receipt and payment whereof they the said Robert Prescott Appleyard and Charles Appleyard do hereby respectively acknowledge and of and from the same and every part thereof

they and also the said William Selby Lowndes party hereto do and every of them doth hereby acquit release and forever discharge to the said Samuel Burnham Dudley his heirs executors

administrators and assigns **They** the said Robert Prescott Appleyard and Charles Appleyard in pursuance of the power or authority so vested in them as such Executors as aforsaid under and by

virtue of the said recited Indenture of Release of the twentieth day of January one thousand eight hundred and twenty five as aforsaid and by force and virtue thereof and of every other power

and authority to them or either of them given limited or reserved in them or either of them vested or in any wise enabling them or either of them in this behalf and at the request and by the direction

and appointment of the said William Selby Lowndes (party hereto) testified by his being a party to and executing these presents Do and each of them Doth by this present Deed or Writing

by them the said Robert Prescott Appleyard and Charles Appleyard respectively sealed and delivered in the presence of and attested by the two or more credible Witnesses whose names are

intended to be hereupon indorsed as attesting the sealing and delivery of these presents by the said Robert Prescott Appleyard and Charles Appleyard respectively revoke determine and make

void all and every the uses estates trusts limitations powers provisoes and agreements in and by the said recited Indenture of Release of the twentieth day of January one thousand eight hundred

and twenty five limited expressed declared and contained of and concerning the said Close of Pasture Ground and hereditaments hereinafter described being part of the hereditaments in the same

Indenture comprised so far as the same uses estates trusts limitations powers provisoes and agreements or any of them relate to or effect the same Close of Pasture Ground and hereditaments

or any part thereof **And this Indenture further Witnesseth** that in pursuance and further performance of the said agreement and for the consideration aforesaid

**They** the said Robert Prescott Appleyard and Charles Appleyard by force and virtue and in exercise and execution of the power or authority so vested in them as such Executors as

aforesaid under and by virtue of the said recited Indenture of Release of the twentieth day of January one thousand eight hundred and twenty five as aforesaid and of every other power

and authority to them or either of them given limited or reserved in them or either of them vested or in any wise enabling them or either of them in this behalf and at the request

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**And** by the direction and appointment of the said William Selby Lowndes (party hereto) testified as aforesaid Do and each of them **Doth** {by}

by this present Deed or Writing by them sealed and delivered and intended to be attested as aforesaid limit appoint direct and declare that the said

Close of Pasture Ground and Hereditaments hereinafter described and intended to be hereby released and their appurtenances Shall henceforth remain continue and be To the uses

hereinafter limited and declared of and concerning the same **And this Indenture further Witnesseth** that in further pursuance of the said agreement on the part of the

said Robert Prescott Appleyard and Charles Appleyard and for the consideration aforesaid And also in consideration of the Sum of Ten shillings of lawful Money of the United Kingdom

to every of them the said Robert Prescott Appleyard Charles Appleyard and William Selby Lowndes (party hereto) paid by the said Samuel Burnham Dudley at or immediately before

the execution of these presents the receipt whereof is hereby acknowledged They the said Robert Prescott Appleyard and Charles Appleyard according to their estate right title and

interest therein and so far as they can or may at law or in equity but not further or otherwise and at the request and by the direction and appointment of the said William Selby

Lowndes (party hereto) testified as aforesaid Have and each of them **Hath** bargained sold released aliened disposed of conveyed and confirmed and by these presents **Do**

and each of them **Doth** bargain sell release alien dispose of convey and confirm **And** the said William Selby Lowndes (party hereto) **Hath**

granted bargained sold aliened released and confirmed and by these presents **Doth** grant bargain sell alien release and confirm unto the said

Samuel Burnham Dudley and his heirs **All that** Close of Pasture Ground situate lying and being known by the

several names of Bates' Piece and Pest House Close containing by admeasurement five acres one rood and six perches (be the same more or less)

heretofore in the occupation of the said Thomas Reade his Undertenant or Undertenants Assignee or Assigns and now of the said Samuel Burnham

Dudley and which is particularly delineated in the Map or Plan thereof drawn in the margin of these presents and is therein coloured green

**Together** with all and singular the rights members and appurtenances thereto belonging or in any wise appertaining **And** the reversion and

reversions remainder and remainders yearly and other rents issues and profits thereof and of every part thereof **And all** the estate right title interest

use trust property claim and demand whatsoever at law and in Equity of the said Robert Prescott Appleyard Charles Appleyard and William Selby

Lowndes (party hereto) respectively in to and out of the same Premises and every part thereof **To have and to hold** the said Close of Pasture

Ground Hereditaments and Premises hereinbefore described and intended to be hereby conveyed with the appurtenances unto the said Samuel Burnham Dudley

and his heirs **To such Uses** for such Estates and in such manner as the said Samuel Burnham Dudley shall by any deed or deeds appoint and in

default of such appointment **To the Use** of the said Samuel Burnham Dudley and his assigns for his life without impeachment of waste And after the

determination of that Estate by any means in his lifetime **To the Use** of the said Frederic Willis his executors and administrators during the life of the

said Samuel Burnham Dudley In Trust for the said Samuel Burnham Dudley and his assigns and from and after the determination of the Estate hereinafter lastly limited

To the Use of the said Samuel Burnham Dudley his heirs and assigns for ever **And** the said Samuel Burnham Dudley hereby declares that in case he shall leave a Widow

surviving him at his death she shall not be entitled to Dower in or out of the said hereditaments and premises **And** such of them the said Robert Prescott Appleyard and Charles

Appleyard doth hereby for himself and his respective heirs executors and administrators separately covenant with the said Samuel Burnham Dudley his heirs appointees and assigns that

he the Covenanting party has not at any time heretofore made done committed or executed any act matter or thing whatsoever whereby or by means whereof the said Hereditaments are

hereby released and conveyed or intended so to be or any part thereof are is can or may be impeached charged incumbered or whereby by means whereof they the

said Robert Prescott Appleyard Charles Appleyard are in any wise prevented or hindered from exercising in manner aforesaid the said powers or authorities so vested in them as

such Executors as aforesaid by the said recited Indenture of Settlement of the twentieth day of January one thousand eight hundred and twenty five as hereinbefore is mentioned

**And** the said William Selby Lowndes (party hereto) for himself his heirs executors and administrators doth hereby covenant with the said Samuel Burnham Dudley his

heirs and assigns in manner following that is to say that for and notwithstanding any act matter or thing by him the said William Selby Lowndes (party hereto) or the said William Selby

Lowndes the elder deceased or any of his Ancestors made done executed or willingly or knowingly suffered to the contrary the powers and authorities so exercised by the said Robert Prescott

Appleyard and Charles Appleyard as aforesaid are well and sufficiently created by the said recited Indenture of Release of the twentieth day of January one thousand eight hundred

and twenty five and that the same are at the time of the execution of these presents in full force and in no wise suspended or extinguished weakened or made void **And that** for and

notwithstanding any such act matter or thing as aforesaid they the said Robert Prescott Appleyard Charles Appleyard and William Selby Lowndes (party hereto) or some or one of them

now at the time of the sealing and delivery of these presents have or hath in themselves or himself good right full power and lawful and absolute authority to limit appoint grant

bargain sell and release the said Close of Pasture Ground Hereditaments and Premises with their appurtenances in manner aforesaid and according to the true intent and meaning

of these presents **And further** that it shall be lawful for the said Samuel Burnham Dudley his appointees heirs and assigns from time to time and at all times hereafter peaceably

and quietly to enter into and upon and to have hold occupy possess and enjoy the said Close of Pasture Ground Hereditaments and Premises with their and every of their appurtenances

and to receive and take the rents and profits thereof and of every part thereof to his and their own use and benefit without any let suit trouble denial eviction ejection or interruption

whatsoever of from or by the said William Selby Lowndes (party hereto) or his heirs or of from or by any other person or persons whomsoever claiming or to claim by from through

or under him or them or any of them or the said William Selby Lowndes the elder deceased or any of his Ancestors And that free and clear and freely truly clearly and absolutely

acquitted exonerated and discharged or otherwise by the said William Selby Lowndes (party hereto) his heirs executors or administrators well and sufficiently saved defended kept

harmless and indemnified of from and against all and all manner of power and other gifts grants bargains sales Leases mortgages jointures Dowers right and title of Dower Uses

[f.4]

**Trusts** Wills entails statutes recognizances judgments extents executions debts legacies annuities sum and sums of money rent and

arrears of rent and of from and against all and singular other Estates titles troubles charges and incumbrances whatsoever had

made done committed executed or wittingly or knowingly suffered by him the said William Selby Lowndes (party hereto) or the

said William Selby Lowndes the elder deceased or any of his Ancestors or by any person or persons claiming or to claim by from through or under them or any of them **And**

**moreover** that he the said William Selby Lowndes (party hereto) and his heirs and every other person having or lawfully or equitably claiming or who shall or may have

or lawfully or equitably claim any Estate right title or interest in to or out of the said Close of Pasture Ground Hereditaments and Premises or any part thereof by from through or

under or in trust for him or them or the said William Selby Lowndes the elder deceased or any of his Ancestors shall and from time to time and at all times hereafter upon

every reasonable request and at the proper costs and charges in the Law of the said Samuel Burnham Dudley his appointees heirs or assigns make do acknowledge and execute

or cause and procure to be made done acknowledged and executed all such further and other lawful and reasonable acts things deeds devices conveyances and assurances in the

Law whatsoever for the further better and more perfectly and absolutely granting releasing and assuring the said Close of Pasture Ground hereditaments and Premises hereinbefore mentioned

and intended to be hereby granted and released with their and every of their rights members and appurtenances unto and to the use of the said Samuel Burnham Dudley his appointees

heirs and assigns or otherwise as he or they shall direct or appoint as by the said Samuel Burnham Dudley his appointees heirs or assigns or his or their Counsel in the Law shall be

reasonably advised or devised and required so that such further assurance or assurances contain or imply no further or other warranty or Covenant than against the person or persons

who shall be required to make and execute the same his her or their heirs executors and administrators acts and deeds only and so that the person or persons who shall be required

to make and execute each further Assurance or Assurances be not compelled or compellable for the making or doing thereof to go or travel from his her or their respective Dwelling or

Dwellings or usual place or places of residence or abode **And lastly** that he the said William Selby Lowndes (party hereto) his heirs executors or administrators or the said

Robert Prescott Appleyard and Charles Appleyard their heirs executors or administrators or other the person or persons who shall for the time being have the custody or possession of the several

Indentures of Lease and Release and Settlement hereinafter mentioned shall and will from time to time and at all or any times or time hereafter upon any reasonable request and at

the further costs and charges of the said Samuel Burnham Dudley his heirs appointees and assigns or any of them produce and shew forth or cause or procure to be produced and shewn forth

to him them or any of them or to such person or persons as he they or any of them shall direct desire or require or at any trial hearing or examination in any Point of Law or Equity or other

Judicature or upon the execution Commission in England or elsewhere as occasion shall be or require the said recited Indentures of Lease and Release of the nineteenth and twentieth

days of January one thousand eight hundred and twenty five and certain other Indentures of Lease and Release and Settlement bearing date respectively the first and second days of

December one thousand seven hundred and ninety five the Indenture of Release and Settlement being made between the said William Selby Lowndes deceased of the first part the said

William Selby Lowndes the elder (then William Lowndes) of the second part Thomas Sheppard Esquire afterwards Sir Thomas Sheppard Baronet and Elizabeth his wife of the third part

Maria Sheppard the eldest Daughter of the said Thomas Sheppard by the said Elizabeth his wife of the fourth part Thomas Lowndes Esquire afterwards the said Reverend Thomas Lowndes

and George Griffin Esquire of the fifth part Charles Simpson Esquire of the sixth part and John Beardsworth Esquire the seventh part or any or either of them and permit and suffer

Copies of or Extracts from the said Indentures or any or either of them to be made written and taken for the manifestation defence and support of the Estate right title Interest property

or possession of the said Samuel Burnham Dudley his heirs appointees or assigns or any or either of them of in or to all or any part of the Hereditaments and Premises hereby

released and conveyed with the appurtenances unless the said William Selby Lowndes (party hereto) his heirs executors administrators or assigns or the said Robert Prescott

Appleyard and Charles Appleyard their heirs executors or administrators or other the person or persons who shall for the time being have such custody or possession as

aforesaid shall be prevented or hindered from so doing by casualties of Fire or other inevitable accident  
**In Witness** whereof the said parties to these presents

have hereunto set their hands and seals the day and year first before written

Signed and sealed

Robert Appleyard

William Selby Lowndes

Charles Appleyard

Samuel Burnham Dudley