

lands, tithes, or other hereditaments belonging to the see of such bishop, or to such chapter, for the purchase of other lands, tithes, or hereditaments, in lieu thereof, or for substituting in any case any lands, tithes, or other hereditaments, for any money payment :

“ And whereas it is by the secondly-recited Act declared and enacted, that the herein last-recited provisions should extend to authorize the substitution of any money payment for any lands, tithes, or other hereditaments, and did and should include and apply to all lands, tithes, or other hereditaments, in the possession or enjoyment of any dean, canon, prebendary, or other dignitary or officer of any cathedral or collegiate church, or in our possession; and the consent, in writing, under the hand only of any such dean, canon, prebendary, or other dignitary or officer should be deemed to be a consent within the meaning of the said first-recited Act :

“ And whereas under the provisions aforesaid, and also under the general authority of the said recited Acts, we have entered into two several agreements with the Very Reverend William Cockburn, D.D. now Dean of York, bearing date respectively the twenty-seventh day of February and the fourth day of June last past, copies of which two several agreements, and of the schedule to the former thereof, are annexed by way of schedule to this scheme :

“ We, therefore, humbly recommend and propose, that the said two several agreements, and all acts, matters, and things done, and to be done, for carrying the same into effect, shall be valid and effectual in law, and binding upon the parties thereto, and upon all other persons whomsoever, to all intents and purposes.

#### “ SCHEDULE.—FIRST AGREEMENT.

*“ Articles of Agreement made and concluded upon this twenty-seventh day of February one thousand eight hundred and forty-four, between the Very Reverend William Cockburn, D.D. Dean of the Cathedral and Metropolitan Church of Saint Peter, in York, of the one part, and the Ecclesiastical Commissioners for England, of the other part.*

“ Whereas the said William Cockburn, in right of his said deanery as a corporation sole, is seized of, or entitled to, divers estates and hereditaments let on leases, partly for lives and partly for years, at ancient rents, which have been usually renewed at certain periods on payment to the dean of fines or premiums as the consideration for his granting such renewals, and the said dean is or may be also entitled, in right of his said deanry as such corporation sole, to certain other rights and interests in respect of the same estates; and whereas the said Ecclesiastical Commissioners for England, acting under the authority of certain Acts of Parliament enabling them in that behalf, have entered into an arrangement with the said William Cockburn, for the commutation of all his

right and interest in all the estates and hereditaments belonging to the said deanery (except as hereinafter mentioned), into and for an annual sum to be paid to the said dean so long as he shall continue incumbent of the said deanery, of such amount as shall be fixed and determined in manner hereinafter expressed; now, therefore, the said William Cockburn hereby undertakes and agrees, in consideration of the annual sum to be determined and paid to him as hereinafter mentioned, when requested so to do by the said Ecclesiastical Commissioners, to convey, assign, surrender, and yield up unto, or to a trustee or trustees for the said Ecclesiastical Commissioners, by such deeds and assurances, and in such manner as their counsel shall advise, all the estate, right, title, and interest whatsoever of him the said William Cockburn, as from the twenty-fifth day of December last past, of and in all and singular the manors, messuages, farms, lands, rents, tithes, rent charges, and other commutations for tithes, tenements, and hereditaments of or belonging to him the said dean, as a corporation sole in the said church, and which are mentioned and particularized in the schedule hereunder written, and all other, if any, the manors, messuages, farms, lands, tithes, rent charges, and other commutations for tithes, tenements, and hereditaments of or belonging to the said dean as aforesaid, and all fines, fees, perquisites, pensions, portions, reliefs, heriots, and all and every other sum and sums of money belonging, coming, arising, renewing, or payable, or which would otherwise belong, come, arise, renew, or become payable in respect of any of such estates as aforesaid, or of any part thereof; to him the said dean, in sight of his deanery as such corporation sole as aforesaid (save and except the house of residence, with the appurtenances belonging thereto, and all rights of patronage), and freed and discharged of and from all rights, titles, interests, incumbrances, claims, or demands whatsoever, at any time or times heretofore or to be hereafter made, created, or occasioned, permitted, or suffered by the said dean, other than and except the subsisting leases mentioned in the said schedule hereunder written; and also that he the said dean will, on the request of the said Ecclesiastical Commissioners, deliver over to them, or to any person they shall appoint, all counter-parts of leases, terriers, rentals, maps, plans, and all other documents whatsoever relating to or in any way affecting the said decanal estates, or any of them, which are now in his custody, possession, or power, or which he can or may procure without suit at law or in equity, and shall and will afford to the said Ecclesiastical Commissioners all the particulars and assistance in his power when required so to do, in order to their obtaining full information respecting the decanal estates and the leases thereof; and the said dean hereby covenants, declares, and agrees, that he hath not, since the said twenty-fifth day of December last, made or granted, or agreed to make or grant, and will not at any time hereafter grant, or agree to make or grant, any renewed or other lease or leases of any of the said estates, or any part thereof, or any