

grant or regrant of, or admission to, any copyhold or customary hereditaments, and that he hath not received, and will not receive, any part of the said rents, tithes, rent charges, commutations, fines, fees, perquisites, pensions, portions, reliefs, heriots, or other sum or sums of money which, since the said twenty-fifth December last, have accrued, arisen, or become due to him in right of his said deanery as aforesaid; and it is hereby declared and agreed, that neither this agreement, nor any deed or other instrument to be executed in pursuance thereof, shall operate to confirm or give effect to any lease, or agreement for a lease, heretofore granted, or expressed to be granted, or entered into, of or concerning any of the said decanal estates, or any part thereof, which is or may be void or voidable, at law or in equity, but that the said Ecclesiastical Commissioners shall be at liberty to take any proceedings they may think fit, for the purpose of setting aside any such lease or leases, either during the incumbency of the said William Cockburn in the said deanery, subject to the proviso next hereinafter contained, or after such incumbency, in like manner as if this agreement, or any such deed or instrument, had not been made or executed; provided, that in case any proceedings shall be taken by the said Ecclesiastical Commissioners for setting aside any lease, or agreement for a lease, mentioned in the said schedule to this agreement, during the incumbency of the said William Cockburn as aforesaid, they the said Ecclesiastical Commissioners shall indemnify and save harmless the said William Cockburn, his heirs, executors, and administrators against all losses, costs, charges, and expences which he may pay or incur, or to which he may become liable in consequence thereof, either under any expressed or implied covenant on his part for the quiet enjoyment of the premises comprised in such lease or otherwise; and the said William Cockburn doth hereby further undertake and agree, that the said Ecclesiastical Commissioners and their successors shall have full power and authority, by themselves, or by any person or persons to be from time to time appointed by them, and at the costs and charges of the funds vested in them in virtue of their said office, to use the name and act as the attorney of the said dean, or otherwise, in asking, demanding, suing for, recovering, or receiving and giving receipts for the said rents, tithes, rent charges, commutations for tithes, fines, fees, perquisites, pensions, portions, sum and sums of money, and settling or adjusting all accounts, matters, and things relating thereto, and also for setting aside any lease or leases heretofore granted, or expressed to be granted, of any of the said estates and hereditaments, or of any part or parts thereof, and recovering possession of the same; and, in consideration of the agreement hereinbefore contained on the part of the said dean, the said Ecclesiastical Commissioners hereby undertake and agree, with or out of the funds placed at their disposal by the said Acts, or one of them, to pay to the said dean, so long as he shall continue incumbent of the said deanery, an annual sum of such amount as shall be fixed and ascer-

tained as hereinafter mentioned, by equal half-yearly payments on the twenty-fourth day of June and the twenty-fifth day of December in every year, the said annual sum to commence from the said twenty-fifth day of December now last past, and the first half-yearly payment thereof to be made on the twenty-fourth day of June now next ensuing, and a proportionate part of the said annual sum, up to the time of the said William Cockburn ceasing, by death or otherwise, to be incumbent of the said deanery, in respect of the proportion which shall have elapsed of the then current half year, to be paid to the said William Cockburn, or his executors, administrators, or assigns, within twenty-one days after his ceasing to be incumbent of the said deanery as aforesaid, and the said annual sum to be paid free of all deductions (except on account of the income tax); and for securing the said annual sum, when ascertained as hereinafter mentioned, the said Ecclesiastical Commissioners agree to give, and the said dean agrees to accept, a written undertaking, under the common seal of the said Ecclesiastical Commissioners, for payment thereof out of the funds and revenues placed at their disposal by the said Acts of Parliament, or either of them; and the said William Cockburn and the said Ecclesiastical Commissioners do hereby mutually consent and agree, that the said amount of the annual sum to be paid to the said William Cockburn by the Ecclesiastical Commissioners out of such funds and revenues as aforesaid, shall be ascertained and determined by the persons hereafter named, or by their successors to be appointed as hereinafter mentioned, that is to say, by

Donkin, of Westow, near Malton, in the county of York, surveyor, as arbitrator hereby nominated by the said William Cockburn, John Pickering, of Derby-street, in the city of Westminster, surveyor, as arbitrator hereby nominated by the said Ecclesiastical Commissioners, and Arthur Morgan, of the Equitable Assurance Society, of London, Actuary, as arbitrator nominated by the said William Cockburn and the said Ecclesiastical Commissioners jointly; that, by way of instructions to the said arbitrators, the following be the data upon which the amount of the said annual sum is to be calculated; first, the said arbitrator shall proceed to enquire into and ascertain, as near as may be, the amount of the net annual reserved rents and fixed annual profits in each particular case of each of the said decanal estates respectively hereby agreed to be given up by the said dean, after making all proper and reasonable deductions thereout, including the expences of collection, but exclusive of the income tax; and secondly, they shall, in like manner, proceed to enquire into and ascertain, as near as may be, the net annual improved value in each particular case of each of the same estates respectively, after making such deductions as aforesaid; and thirdly, they shall proceed to calculate, in each particular case, the term or probable duration of interest which was to come or was unexpired on the twenty-fifth day of December last under each separate lease, whether for lives, or for years determinable