

other than and except the said hereinbefore in part recited indenture of lease; and also that he, the said Charles Musgrave, will, on the request of the said Ecclesiastical Commissioners, deliver over to them, or to any other person or persons they may appoint, all counterparts of leases, terriers, rentals, maps, plans, and all other documents whatsoever relating to or in any way affecting the said estates and hereditaments, 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 afford to the said Ecclesiastical Commissioners all the information and assistance in his power, when required so to do, in order to their obtaining full knowledge respecting the said prebendal estates and the leases thereof; and the said Charles Musgrave hereby covenants and declares, that he hath not, since the fifteenth day of October one thousand eight hundred and twenty-five, granted, and will not at any time hereafter grant, any renewed or other leases of any part of the said estates and hereditaments, and will not execute any grant or regrant of or admission to any copyhold or customary hereditaments, and will not receive any of the rents, tithes, rents charge, commutations, fines, fees, perquisites, pensions, portions, reliefs, heriots, or other sum or sums of money which shall, from the day of the date hereof, accrue, arise, or become due to him in right of his said prebend, nor exercise any other right of ownership, or other power or privilege whatsoever, in relation to the said premises; and it is hereby declared and agreed, that neither this agreement, nor any deed or instrument to be executed in pursuance thereof, shall operate to confirm or give effect to any lease heretofore granted, or expressed to be granted, of any part of the said prebendal estates which is or may be void or voidable, at law or in equity, or in any way affect the right of the said Ecclesiastical Commissioners, and either in their own names, or in that of the said Charles Musgrave, to recover from any person or persons whomsoever compensation for any now present or future waste or dilapidations in the said estates and hereditaments, or any part thereof, 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 on account of

any such waste or dilapidations as aforesaid, either during the life or continuance of the incumbency of the said Charles Musgrave, subject to the proviso next hereinafter contained, or after his death or determination of his incumbency, in like manner as if this agreement, or any such deed or instrument, had not been made or executed; provided always, that in case any proceedings shall be taken by the said Ecclesiastical Commissioners for setting aside any such lease, on account of any such waste or dilapidations as aforesaid, during the lifetime or incumbency of the said Charles Musgrave, they, the said Ecclesiastical Commissioners, shall indemnify and save harmless the said Charles Musgrave, 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 express or implied covenant, on his part, for the quiet enjoyment of the premises comprised in such lease, or otherwise; and the said Charles Musgrave 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 other 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 Charles Musgrave in asking, demanding, suing for, recovering, or receiving and giving receipts for the said rents, tithes, rents charge, commutations for tithes, fines, fees, perquisites, pensions, portions, reliefs, heriots, or other sum and sums of money, and settling and 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 part or parts of the said estates and hereditaments, and recovering possession of the same estates and hereditaments, or in any proceedings, either in law or in equity, relating to any waste or dilapidations as aforesaid; provided always, that nothing herein contained shall alter or affect the right or interest of the said Charles Musgrave in or to any advowson or rights of patronage or presentation belonging to him in right of his said prebend; and, lastly, it is hereby agreed by the the said Charles Musgrave, and by the said Ecclesiastical Commissioners, that the costs,