Johns Church Hagers Town shall cease and determinate and that all dues and ballances owing to said Pastor at the expiration of said time or for any intermediate time so long as he may remain in the Parish be forthwith paid over to him by the Register of the Parish. But in case the said Pastor shall hold over and refuse to surrender his charge after the first day of April next and claim a right of possession of the Church and premises contrary to the will and express understanding of the Vestry then and in that case, the Vestry will not hold themselves answerable or accountable to the said Pastor for any salary dues or emoluments accruing after the first day April next, but will act in the premises according to the laws of the State, and the canons of the Protestant Episcopal Church —

Resolved that nothing herein contained shall preclude the Vestry from inviting any Presbyter or Ministers of good standing in the Protestant Episcopal Church to occupy the Pulpit of St. Johns Church on Sundays or any other days during the period between the first day of April and the first day of October next, in order that the Vestry as well as the congregation may be able to judge of their fitness since qualifications for the work of their presenting themselves as candidates for the vacancy that may occur in the Pastoral department of the Church —

Resolved that the foregoing be entered on the proceedings of the Vestry, and that the Revd Pastor be furnished with a copy forewith with the understanding that a definite answer thereto will be expected from him on or before the first day of April next

A communication was received from Joseph Sotterick & the Revd W. Wiley which was read, and on motion made and seconded It was Resolved that the communication should be entered on the book of the Vestry

To the Vestry of St. John's Parish Hagerstown

I have seen several letters addressed to the Revd John Wiley by Otho Lawrence Esq on behalf of the Vestry of St. Johns Church in Hagerstown —

It appears by a letter dated Oct. 26. 1836. that Wm. Wiley was elected by unanimous vote Rector of the Parish with a Salary of $700. pr annum.

His employment was not limited as to time. My declaration in my opinion depends upon the wishes of both parties and cannot be dissolved either.

In like manner in my opinion the Vestry has no better legal right to diminish the Salary without the consent of the Rector, than the Rector has toract an increase without the consent of the Vestry —

The rights of the parties respectively might have been defined by Contract.

In this absence of such evidence ascertainment