we must look for their rights to the constitution and laws of the Church or the usages or charters of the diocese, or the laws or statutes of the land.

The Contract as I have stated is simply his employment as Rector, and an engagement to pay him $700 ₩ Annum or for as long as his office shall legally or actually endure —

As Rector by Section 8. of the act of assembly p. 98 Chap 24. he is entitled among other things to the possession of all the lands, houses Books and other property belonging to the Parish as he has not otherwise contracted.

The Vestry by section 9. of the same act has the direction and the management of all the property subject to the rights of the Rector.

By the 15 Section of the same act they are clothed with full power and authority from time to time to elect Ministers to officiate in their Church &c for such time as the said Vestry may think proper.

But the same Section further makes it equally clear, that it is only upon the separation of one Contract that the Vestry is authorized to make a new one.

The Vestry might indeed the act most unquestionably have engaged Mr. Wiley, (he consenting) for a term of years — or for one year or for one month and upon the termination of such engagement they might have made a new choice and a new contract but they did not any thing of this kind — They engaged him generally as Rector with an allowance of $700 must for each year.

The Office of Rector is not limited in duration by any law or usage in Maryland or by any general charter.

There is a Special provision in relation to Saints Peters Church in the City of Baltimore 1803. Chap. 45 Section 4. by which the Vestry of that Church is prohibited from choosing a Rector for a longer time than one year, an exception which in my judgement proves the general rule —

But that general rule is in the 33 Canon of the Protestant Episcopal Church of the United States which it will appear that no Minister regularly ordained can be employed without the concurrence of the Ecclesiastical Authority of the diocese —

Such is my deliberate opinion as to the rights of the parties. They may modify those rights of course by mutual agreement but such mutual agreement or regular canonical proceeding, the rights of contract is disposed of. Wiley may recover $700 ₩ Annum from the Vestry, to pay which the property of the Parish

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