

proposals for the printing was the same as stated in Mr. Hughes' letter to the House, which will be found on the journal, pages 674-5 of last session.

WM. MATTHEWS.

Mr. Byer concurs with Mr. Matthews, and expressed his assent to the above statement. A letter from the chairman (Mr. Watson) of the committee on the part of the House of that joint committee, addressed to a member of this House, has been furnished to the undersigned since the majority report was made, in which the writer states—"I have observed that some difficulty has been created in your house upon the subject of printing. I have a distinct recollection of all the circumstances connected with the making of the contract. I was chairman of the committee, and consequently know something of the case. The proposals of all applicants were general in their character, and therefore warranted the committee in apportioning the work in such parcels, and to whom as was then thought to be right and proper, and I aver that the report is true in all its parts. The report, as the journal has advised you, was adopted by the House. Mr. Hughes complained to the House, as will be seen by referring to his letter. After some debate, the House concluded that any action upon the letter of Mr. Hughes was unnecessary, *as in their opinion the contract had been made.* Dr. Byer unquestionably recollects the matter."

It is manifest that the joint committee, or a majority of them, treated with Mr. Hughes under the supposition (as had invariably been the case before) that either of the applicants would execute such portions of the work as might be assigned to him. And they did, in point of fact, make the contract which they reported, in accordance not only with the previous practice, but also with the fair construction of the proposals themselves. Whatever Mr. Hughes' intention at the time was, does not now affect the question, because the existence of a contract is established by the testimony of disinterested witnesses. Upon this evidence the contract would have been sustained and enforced by the State against Hughes—his letter to the contrary notwithstanding—and being bound by the contract he was entitled to all the benefits it might afford.

It is alleged that his letter is an abandonment of all interest in the contract and a refusal to perform it, and that the House is now without a printer. Assent of both parties is essential to a valid contract.

The proofs shew that there was such an assent as would bind him to the State for the execution of the contract reported. There being a contract, *as against him*, the question is, "has he been released?" Both parties must assent to the release as well as to the contract, and unless both have agreed, there can be no discharge. One may refuse to perform an agreement, and take the risk of a suit for damages. Here however, there is no refusal by Hughes. He only asks to be released under the implied admis-