

The whole question then came up, upon the letter which he addressed to the Convention, whether or not the departure from the contract, in which the reporter assumed the Convention had acquiesced, was such a departure, so acquiesced in, as to throw it upon the equitable and liberal consideration of this body. This was the question, and about it, he did not intend to say one word. He saw, at the time he gave notice of his dissent from the report of the committee, as an inevitable consequence, that the printer would be coming forward with his claim upon the treasury, and he did not hesitate to say that there could not be a claim of higher grade addressed to the equity of the Convention.

The printer, in making his contract, took for his guide the contract of the reporter. He knew that there was to be only one column for every five column speech. That was a sketch of debate. The printer accordingly made his calculation to print these sketches, and yet he found himself, from day to day, printing five columns instead of one. The sketches no longer existed. They were in the contract, to be sure, but were not in the experience of the body. The printer found, then, that he had every day to put in type five columns instead of one, which was the basis of the contract. He knew perfectly well, therefore, that it would follow inevitably that there would be another demand made upon them. He was unwilling to vote for the two thousand dollars additional appropriation, because he knew that it would be followed, and in point of fact, he would say it ought to be followed by a further appropriation with regard to the printer. He desired the Convention to bear in mind that if the contract had been adhered to, if sketches of debates had been given to the country, as by the contract with the reporter they were to be given, the money would have lasted until the first of May. And now, after this extremely protracted session, which day after day was adding to the expenses of the State, he did think (he had no idea, and no member who knew him would accuse him of false or improper economy,) that it was their duty to stand by the contract, and not to vote away this additional sum of two thousand dollars, as additional pay for the unexpired session. He had never known a claim for extra allowance to be made, except on account of inevitable loss by the contractor. Did the reporter say he had lost? Did he come here asking indemnity from their hands for loss in the execution of his contract? He could not have presented any possible statement that would have shown to any one that he had lost one single dollar by the contract, if he had adhered to it. His friend from Caroline had furnished a calculation, which he had no doubt was correct, as the amount the reporter received; and he (Mr. S.) ventured to say, that if the account was made up, they would find that the reporter had received a large and generous compensation for all the services rendered by him. He had employed but one assistant until lately, and according to the calculation of his friend, he must have received two hundred dollars a week for the services rendered by him.

Whatever he (Mr. S.) might think as to the particular advantage to their constituents, arising from the publication of these debates, he was not here to depreciate the reporter's services, or the skill which he had brought to the discharge of his duties; but he did say, allotting to him all possible skill and facility, that he held him to be well paid when he received four thousand dollars.

Mr. BRENT, of Baltimore city, said that there was a view of this subject which had been suggested to him in private, by the distinguished gentleman from Prince George's, [Mr. Sprigg,] and it struck him with great force. It was this that they had already made a second contract, upon the faith of which the reporter had employed an additional corps, and therefore that a new contract was already completed. What was the original contract? It was that for the appropriation of four thousand dollars, the reporter should agree to report the debates of the Convention, however long it might sit. This was a stipulation which proved him to have been under a duress, as no reasonable man would have made it.

The other day the Convention, by a solemn vote, released him from that clause of the contract, and agreed that he should go on receiving the same rate of compensation as the old contract allowed him for the residue of the session, voting for that purpose the additional sum of two thousand dollars. After the Convention had thus made a new contract, and had voted a solemn appropriation of money upon the faith of which the reporter had acted, and had obtained additional assistance, or kept a corps which he otherwise would have discharged—after all this, if this did not constitute a contract, he must say that he did not understand what did. They made a contract by resolution and by appropriation, and he regarded this as having every essential of a contract. Did not the petition of the reporter ask a further appropriation? They made that appropriation, and was not this a contract? Was not this a proposition made by one part, which the other party had accepted, and were not acts performed under it? He thought that the views of the gentleman from Caroline, [Mr. Thawley,] which had great force and great integrity in them, should have been presented to the Convention before, and not now, after the mischief had been done. He [Mr. B.] thought, however, it was a mistaken view to make these nice calculations of forty dollars a day, as the amount paid the reporter, and for these reasons these reporters were different from the day laborers. He would rather liken them to grasshoppers, who flourished in the summer season and perished in the winter. Now, the winter was the grasshopper's season to the reporters, for in the summer they were usually out of employment. Consequently, they required a large compensation, because they had to lay by a sufficient amount to support them and their families during the time they were out of employment. If we measured them by their per diem, it would appear that all these reporters received high pay, because they had to live during the recess of Congress upon what they laid up during the win-