

sion that he is bound by the contract. His letter, so far from being a refusal to do the printing, is an acknowledgement of the binding effect of the report, and of his obligation to perform the work if required by the State. It cannot be said that the last Legislature, or even the House of Delegates released him. True he applied for permission to decline executing the work. He asks the *Legislature* (not the House) to "reconsider the vote that they had contracted with him, and to allow him to decline executing it." Here he treats the report and the action of the Legislature on it, as a contract binding on him, unless discharged. No proceedings were had on this application, except, as stated by Mr. Watson, that the matter was discussed and laid on the table, under "the *opinion that the contract had been made,*" and of course was binding and would be enforced. This was equivalent to a refusal on the part of the Legislature to rescind the contract, or release Mr. Hughes. He is then in this predicament. Having made an improvident bargain with the State, (not with the House of Delegates) he applies to *both branches of the Legislature* to reconsider the matter and release him. No answer is given to this application, and the Legislature adjourns. Supposing that he would be held to a performance of the contract, he makes preparations for the work by buying materials, and employing extra hands, at heavy expense, and now comes to do what the State would not release him from doing. The House must perceive that he could not release himself, and that the last Legislature ought to have acted on his application. Up to the commencement of this session there was a contract in existence, and both parties were pledged to its obligations. Neither had been discharged. It was in no wise annulled, rescinded, or impaired in its binding effect upon the State and Hughes.

Is it in the power of this House now to act on that letter as a waiver of the contract, and determine that he shall be dismissed from its employment? Such a position cannot be sustained. It is against the justice of the case, because by declining any action on the letter he was misled into the belief that the State would enforce the contract against him, upon the evidence of the joint committee, and to meet that demand he was compelled to incur expenses, otherwise unnecessary. To dismiss him now would be an injury to Mr. Hughes to the amount of loss sustained by that outlay of time, trouble and money.

It is against the law, because the act of 1831, chapter 303, recognizes the joint committee as the proper authority to make those contracts, and being made with the concurrence of both branches of the Legislature, they have all the force and effect of laws and resolutions passed by both bodies. Even the last House of Delegates could not have released him without the assent of the Senate, because the *State* had become a party through the action of that body, and the House alone could not undertake to deprive the State of the benefits of a contract that might prove ad-