

vantageous, any more than release her from one that might prove onerous. The concurrence of all the parties was as necessary to the discharge of either, as it unquestionably was to bind them.— Any new contract that may be made by this House alone, without the joint action of the Senate, would be in violation of that act.— That law was intended, not only to promote the convenience of the Legislature by having a printer appointed before the commencement of each session, but also that both branches of the Legislature might have a constitutional agency in appropriating the public money. Every contract for work to be done at a fixed price, whether by one or both branches of the Legislature, is in effect an appropriation of that sum to that object. It seems to be subversive of the power which is vested in the *Legislature* alone, for either branch to enter into engagement for the payment of public money without the concurrence of the other. Under this view of the present case, the undersigned is of opinion that the Senate ought to have been united with a committee of this House, both in the present enquiry, and in making a new contract if one should be necessary. He submits to the House the accompanying orders.

WILLIAM H. TUCK.

Ordered, That there is a contract now existing with Jeremiah Hughes for the printing of all work that may be ordered by this House, except the bills, and that he be required to enter upon the discharge of his duties as printer to this house.

Ordered, That the committee on claims adjust and pay the account of Messrs. George and William Johnston, for the printing that they have executed by the order of this House, upon the terms stipulated with Jeremiah Hughes by the joint committee of the last session.