

put this subject to rest. But as we are asked a second reply, the respect due to your honourable body enjoins it upon us to assign the reasons which again induce us to decline the conference proposed.

We freely admit, that by some preceding legislatures, this matter has been made a matter of conference between the two houses. But if we view your right to participate in the contract for printing the proceedings merely as based upon precedent, we are yet to learn, that any such usage, if admitted to have existed heretofore, does in any degree entail upon us an obligation to adhere to it, or that it has existed heretofore for such a length of time as to clothe your honourable body with a concurrent right. We think, that on examination it will be found to want one of the essentialities of a good and a sacred usage, a venerable old age. A recurrence to precedent and usage on this occasion, seems peculiarly unfortunate. This house have only to regret a departure from past usage in relation to this very matter. If the practice of our predecessors were permitted to regulate us, we should pursue a course different, we admit, from that which we have pursued, but at the same time equally different from the one which you recommend to us. If that were pursued, we should have a printer to the state, who in consideration of a stated salary, would perform all the services which we might require of him as printer. We should have precisely what was contemplated by the bill of the last session, rejected in your house, a printer elected directly by the representatives of the people—a printer excluded from exorbitant charge by the determination of his salary in the act appointing him, and a printer competent to the transaction of the business confided to him, because of the immediate operation of the manner of execution of his work upon the very persons appointing him.

As you have relied much upon usage, we may inquire what that usage has been? And in doing this we must remark, that the primary object of our order, is to provide for the printing of the daily journals for the use of the members, although there are other objects embraced in it. The printing of the daily journals, for the use of the members is, as you must be aware, of very recent origin, and it is but necessary to look into the journals of the two houses for the last two years, to enable us at once to account for the usage of which you speak in your message, without in any degree admitting your abstract right to participate in the contract to print. In 1822, at the instance of your house, a committee of both houses was appointed to devise and report some mode of facilitating the transaction of business in the two houses, and in the report of that committee of conference originated, for the first time, as we believe, the proposition to print the daily journals of both houses for the use of the members of both, which, based as it was, upon a report of a committee of both houses, was of necessity adopted by a concurrent vote.

At the last session of the general assembly, an order was submitted to the house of delegates at a very early period, enjoining it upon the committee of claims to receive proposals for the printing of the daily proceedings, and to report the result to the house, but it was at once negatived. The subject was then taken up also in your body, a conference upon the matter invited, and that conference resulted, as at the preceding session, in a proposition to print the journal; which was also necessarily adopted by a joint vote. At both the sessions, therefore, during which the daily journal has been printed, the proposition to print originated in a message of your honourable body, calling in our aid as the purse bearers of the state, in order to the effectuation of the object. But at the present session no such steps have been taken as those which at former sessions necessarily made your body a party to the contract. At the present session, our committee of claims was ordered to ascertain and report to this house, simply the cost of printing the daily journals, but having discovered in the course of their inquiries, that a conjunction of the contract to print these for the use of the members, with the ordinary contract to print them for distribution throughout the state, might be effected much to the advantage of our exhausted treasury, they reported to this house, as the result of their inquiries, the aggregate cost of printing the daily journals, and 1400 copies of the Votes and Proceedings. When this report was made, the session had so far advanced, that further delay was calculated to defeat the very object for which the report was sought; and as this house could not but suppose, that if we who are more especially the guardians of the people's purse, and more immediately amenable to them for our use of it, were willing to take upon ourselves the undivided odium of the measure, whilst you shared with us in its benefits, no reasonable objection could be urged on the part of your house. We passed an immediate order enjoining it upon the committee to form a contract in conformity to its report.

That contract has been formed, and now, whilst you in common with us are reaping the benefits of it, we are called upon to rescind it, and to retrace our steps. We ask, for what purpose? We ask, for what possible benefit? Whilst this house is willing to admit the propriety of having consulted you on the formation of this contract, it would place your right of concurrence upon ground very different from that on which you have placed it. In denying our right to form the contract which we have formed, your message does not, as we think, draw the proper distinction between the question of propriety or expediency, and that of abstract right. There is a manifest distinction between a contract and an appropriation to carry such contract into effect. We admit, that we do not carry exclusively the purse of the state, we admit that we only hold its strings, nor has this house ever denied, nor did it deny in this instance, the necessity of the concurrence of the senate in giving complete effect to this contract. But it does not, therefore, follow, that this house can make no contract because she cannot of herself appropriate money to carry such contract into execution. If this house had simply passed an order providing for the printing of its own proceedings for the use of its own members, no want of right would then have been alleged; and yet wherein does it differ from the present contract on the score of right?

We freely admit, gentlemen, that it would have been decorous and proper to have consulted you on this subject; that it would have been expedient that thus the faith of both branches of the legislature might have been pledged for the utter performance of the contract; and we can only say, that nothing but the urgency of the object to be effected, and a sincere belief that your body would rather be gratified than displeased with the speedy measures we were about to adopt, could have induced us to act in this matter without you. But further we cannot go, nor can we see why after these admissions, we should retrace our steps. Is it that we may make the bare acknowledgment that there is a propriety in making such a contract a joint contract, as the appropriation to effect it must be joint? Already has it been made.—Is it