

1975 WL 29440 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

January 29, 1975

**\*1 RE: Printing contract with R. L. Bryan Company and The State Printing Company**

The Honorable Sylvia W. Orange  
Clerk of the House  
House of Representatives  
State of South Carolina  
Post Office Box 11867  
Columbia, SC 29211

Dear Ms. Orange:

You have requested an opinion as to whether or not a portion of the printing contract of June 27, 1974, between the State Budget and Control Board and The State Printing Company and The R. L. Bryan Company can be canceled without penalty. The general law in South Carolina is that parties making a contract must stand to it and one party cannot, at will, revoke the contract. [Cunningham v. Independence Ins. Co.](#), 182 S.C. 520 at 525, 189 S.E. 800 (1937); [Hollings v. Banerrs Union](#), 63 S.C. 192 at 198, 41 S.E. 90 (1901).

The June 27, 1974, contract provides, in pertinent part:

That the State Printers [the State Printing Company and The R. L. Bryan Company] will furnish and the State of South Carolina will receive and pay for Legislative Printing for the General Assembly of the State of South Carolina for the period beginning July 1, 1974, and ending June 30, 1976, . . . [Emphasis supplied.]

The language used in the contract is mandatory and requires the State Printers to furnish specified materials at a set rate through June 30, 1976. Likewise, the contract requires that the State accept and pay for all materials specified in the contract through June 30, 1976. The State, therefore, is bound by this contract and cannot cancel any portion of it et will. No portion of the contract can be canceled without penalty except for cause.

However, with the consent of the State Printers, it would be possible to substitute a new contract, deleting that printed matter which the House no longer needs, for the June 27, 1974, contract. This substitution has the effect of creating a new bond between the parties. See: [Law of Contracts](#), Lawrence P. Simpson, § 206 at 415 (1965). If the State Printers object to a substitute contract, they may be willing to enter into release, releasing the State from that portion of the contract which it wishes to cancel. Thus, with consent of the State Printers, a portion of the June 27, 1974, contract may be canceled without penalty; absent such consent, a portion of the contract may be canceled only with penalty.

Sincerely,

M. Elizabeth Crum  
Assistant Attorney General

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