

**HOUSING AND THE LAW: LESSON 4: HANDOUT 3 SCAFFOLDED**

**OPINION: CORRIGAN ET AL. V. BUCKLEY (1926)<sup>1</sup>**

Argued: January 8, 1926.

Decided: May 24, 1926.

Justice Sanford delivered the opinion.

**Primary Source Quote 1**

“Under the pleadings in the present case the only constitutional question involved was that arising under the assertions in the motions to dismiss that the indenture or covenant which is the basis of the bill, is 'void' in that it is contrary to and forbidden by the Fifth, Thirteenth and Fourteenth Amendments. This contention is entirely lacking in substance or color of merit. The Fifth Amendment 'is a limitation only upon the powers of the General Government,' and is not directed against the action of individuals.<sup>2</sup> The Thirteenth Amendment denouncing slavery and involuntary servitude, that is, a condition of enforced compulsory service of one to another does not in other matters protect the individual rights of persons of the negro race.<sup>3</sup> And the prohibitions of the Fourteenth Amendment 'have reference to State action exclusively, and not to any action of private individuals.'<sup>4</sup> It is State action of a particular character that is prohibited. Individual invasion of individual rights is not the subject-matter of the Amendment.”

**Secondary Description**

The justice claims that the racial covenants in this case do not violate the Fifth, Thirteenth, or Fourteenth Amendments.

He bases his argument on how these amendments do not forbid people from engaging in private decisions about property, The amendments would only prohibit public and government actions done in similar discriminatory ways.

**In My Words**

The amendment says...

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<sup>1</sup> Excerpts retrieved from <https://www.law.cornell.edu/supremecourt/text/271/323>.

<sup>2</sup> Talton v. Mayes, [163 U. S. 376, 382](#), 16 S. Ct. 986, 988 (41 L. Ed. 196)

<sup>3</sup> Hodges v. United States, [203 U. S. 1, 16, 18](#), 27 S. Ct. 6, 51 L. Ed. 65.

<sup>4</sup> Virginia v. Rives, [100 U. S. 313, 318](#), 25 L. Ed. 667; United States v. Harris, [106 U. S. 629, 639](#), 1 S. Ct. 601, 27 L. Ed. 290.

**Primary Source Quote 2**

“Assuming that this contention drew in question the 'construction' of these statutes, as distinguished from their 'application,' it is obvious, upon their face, that while they provide, inter alia, that all persons and citizens shall have equal right with white citizens to make contracts and acquire property, they, like the Constitutional Amendment under whose sanction they were enacted, do not in any manner prohibit or invalidate contracts entered into by private individuals in respect to the control and disposition of their own property.

There is no color for the contention that they rendered the indenture void; nor was it claimed in this Court that they had, in and of themselves, any such effect.”

**Secondary Description**

Statutes are laws that often prohibit or require something. The justice claims that the statutes in question, like the amendments, do not legally invalidate racial covenants because they are private contracts.

**inter alia:** among other things

**In My Words**

Justice Sanford says...

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**Primary Source Quote 3**

It results that, in the absence of any substantial constitutional or statutory question giving us jurisdiction of this appeal under the provisions of section 250 of the Judicial Code, we cannot determine upon the merits the contentions earnestly pressed by the defendants in this court that the indenture is not only void because contrary to public policy, but is also of such a discriminatory character that a court of equity will not lend its aid by enforcing the specific performance of the covenant. These are questions involving a consideration of rules not expressed in any constitutional or statutory provision, but claimed to be a part of the common or general law in force in the District of Columbia; and, plainly, they may not be reviewed under this appeal unless jurisdiction of the case is otherwise acquired.

**Secondary Description**

With the decision outlined here, the sale of Corrigan’s home was invalidated because the covenant had to be upheld. The court agreed that no constitutional or statutory violations occurred, though other considerations may be at hand that are not currently under the court’s jurisdiction.

**In My Words**

Justice Sanford says...

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