

**HOUSING AND THE LAW: LESSON 4: HANDOUT 1****SUMMARY: *BUCHANAN V. WARLEY (1917)*  
*AND CORRIGAN V. BUCKLEY (1926)***

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In the early 1900s, mainly White state governments across the country enacted racially based **zoning ordinances**. These laws made sure neighborhoods stayed racially segregated. They were often made in response to African Americans moving from rural areas in the South to more urban cities in the North. These **zoning ordinances** blocked Black people from buying or renting homes in neighborhoods that were mainly White. White people also would be unable to move into mainly Black neighborhoods.



FIGURE 1

Civil rights activists wanted to challenge these laws. William Warley, a Black civil rights activist and NAACP attorney, offered to purchase a home from Charles H. Buchanan, a White man in Louisville, Kentucky. Buchanan accepted Warley's offer, but Warley would not pay the full price. Because the home was in a White neighborhood, he felt he could not benefit from the full value of the home. He would not be able to live in the house because of the zoning ordinance. Buchanan sued Warley, claiming that Louisville's policy was unconstitutional. This case made it all the way to the U.S. Supreme Court.

In 1917, the Supreme Court **unanimously** sided with Buchanan. They argued that the ordinance violated the **due protection clause** and **freedom of contract** protected by the **14<sup>th</sup> Amendment**. Since Buchanan and Warley were making a private sale, the court claimed that the ordinance **infringed** upon their individual property rights. In the court's opinion, the state and police did not have the power to ban real estate sales through racially biased motives.<sup>1</sup>

The *Buchanan v. Warley* decision did not guarantee equal protection under the law. The ruling only stated that property rights must be respected. In response, mainly White local governments soon began adopting non-racial forms of zoning that had the same outcomes as the racially restrictive ordinances. This practice was further strengthened by the U.S. Supreme Court's 1926 *Euclid v. Ambler* decision. Here, the court increased the power of

<sup>1</sup> Retrieved from *Buchanan v. Warley (1917)*, <https://www.law.cornell.edu/supremecourt/text/245/60;>  
<https://www.bostonfairhousing.org/timeline/1917-Buchanan-v.Warley.html>.

local governments to use zoning laws to shape housing markets and uses of land within its jurisdiction.

Other forms of racial discrimination became more common. One practice included **racially restrictive covenants**. These **covenants** were agreed-upon contracts that prohibited people from selling or renting their homes to people of color. Since these were private agreements, they were legally enforceable and allowed White people to block people of color from moving into their neighborhoods.

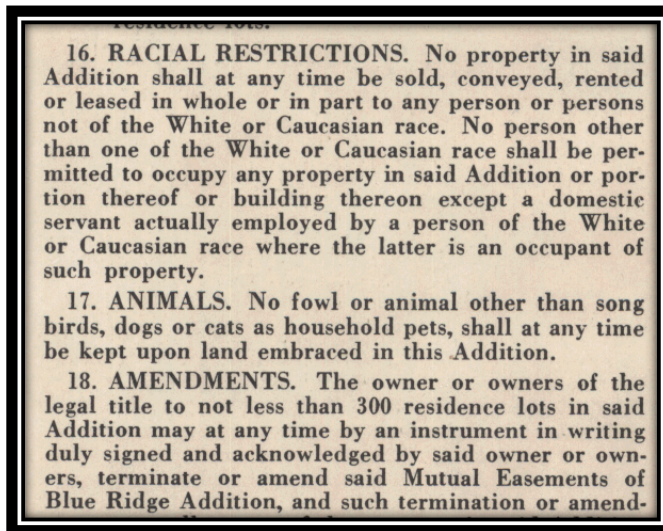


FIGURE 2

In 1926, the U.S. Supreme Court dismissed a challenge to these restrictive covenants. Irene Corrigan, a White woman in Washington, D.C., broke her neighborhood's racial covenant by selling her home to a Black couple. John Buckley, a White homeowner in the same neighborhood, decided to sue, claiming the sale violated the covenant.

Lower courts in D.C. sided with Buckley. They argued that the covenants were not discriminatory since people of color could also exclude people from moving into their neighborhoods if they chose to do so. The courts also used the "separate but equal" *Plessy v. Ferguson* decision to say segregation was legal. The U.S. Supreme Court agreed with the lower courts, upholding the use of racial covenants.

After the *Corrigan v. Buckley* ruling, racial covenants and segregation in housing became more common and socially acceptable. This **exclusionary** practice made sure that neighborhoods remained racially segregated. If a person of color somehow legally moved into a majority-White neighborhood, White homeowners would begin to move out of the community, use violence or intimate people of color to force them to move.<sup>2</sup>

**Figure 1.** Protesters against racial covenants.

**Figure 2.** Here is an example of the language used in a racial covenant. This image appeared in a pamphlet describing homes in Seattle, WA.

<sup>2</sup> Retrieved from *Corrigan v. Buckley* (1926), <https://www.law.cornell.edu/supremecourt/text/271/323>; <https://www.bostonfairhousing.org/timeline/1920s1948-Restrictive-Covenants.html>; Chris M. Asch, and George D. Musgrove, *Chocolate City: A History of Race and Democracy in the Nation's Capital* (Chapel Hill, NC: UNC Press Books, 2017); "Constitutional Law. Covenant Prohibiting Sale of Property to Negro Is Constitutional." *Virginia Law Review* 11, no. 1 (November 1924): 68-69; Thomas Sugrue, *The Origins of the Urban Crisis* (Princeton, NJ: Princeton University Press, 1996).

Images retrieved from <https://africanamericancivilrights.wordpress.com/1920-1929/>; [http://depts.washington.edu/civilr/covenants\\_report.htm](http://depts.washington.edu/civilr/covenants_report.htm).