

cannot be a provision which *impairs* the obligation of contracts, and hence unconstitutional as to one person and not so as to another. What is the result? It will be this. When gentlemen have consummated this scheme, and want to carry it out, and it is tested in the courts, it is my legal opinion that no court in the country will decide it to be constitutional. The Supreme Court will decide that it is unconstitutional. Instead of abolishing slavery by this clause, slavery will still exist, because the article will be declared unconstitutional.

Gentlemen refer to the abolition of slavery in the District of Columbia. This question of the abolition of slavery without compensation never was raised there. It never was presented before. There never was such a case in the history of the world. Immediate emancipation in the District of Columbia, to be carried out without compensation, never was advocated. Slavery in the District was abolished upon the basis of compensation. Emancipation was not so consummated in Massachusetts or anywhere else. It always took effect gradually. It was made to operate upon slave property to be born after a certain future time. It provided that all those born after a specified time should be free. I assert, although gentlemen may look at the proposition as a novel and startling one, that no government has ever undertaken to do what is proposed to be done by this article; and hence when judgment comes to be pronounced upon it by a court of competent jurisdiction, that court will affirm that courts never before had to pass on such action by any government in any part of the world.

Gentlemen appear startled at the novelty of my proposition, that this article violates the Constitution of the United States by impairing the obligation of contracts and divesting the rights of creditors. The novelty of the proposition, Mr. President, results from the novelty of your proposed action. When a government abolishes slavery and compensates the owners of the slaves, the compensation stands in place of the slave property, and no contract is thereby impaired. The money received or paid is substituted in lieu of the slave property abolished. Mr. Clay's words here recur fresh to my memory in discussing a proposition so novel: "No one of the European powers—Great Britain, France, nor any other of the powers which have undertaken to abolish slavery in their col-

onies—have ever ventured to do it without making compensation to the owners." They were under no such constitutional obligation as I have referred to; but they were under that obligation to which all men ought to bow—that obligation of eternal justice, which declares that no man ought to be deprived of his property without full and just compensation for its value. * * * If the power is unrestricted, by any constitutional injunction or inhibition, the restriction imposed by the obligation of justice remains; and I contend that that would be sufficient to render it oppressive and tyrannical to use the power, without at the same time making the compensation." He then proceeds to argue, that where the Federal Government emancipates, the Constitution entitles the owner to compensation to the full extent of the value of the slaves liberated. And the reasoning applies with equal force to the State, where the State undertakes to liberate the slaves of her citizens.

But to return, Mr. President, to my proposition, that unless compensation is provided for the owners of slaves, this article will violate the Constitution of the United States, which prohibits a State from passing any law impairing the obligation of contracts. I ask you, sir, upon how many existing judgments, mortgages, bills of sale, bonds and contracts will this article operate? Time would fail me to specify the multitudinous host of existing contracts and rights that would be affected.

It will not do to say the property is valueless. It may not be as valuable as it was once. It is worth something. Who will say what it may be worth one, two, or three years hence? The value of the property does not affect the principle involved. This Convention has no more constitutional power to adopt this article, without providing compensation, than it has to pass any law or ordinance expressly prohibited by the Constitution of the United States.

The doctrine is so plain that the passage of the article in its present form, without compensation, will impair the obligation of contracts, that it is a work of supererogation further to argue it.

In the great case of *Ogden and Saunders*, (12 Wheat, 213) one of the judges says, "A law which in any shape exempts any portion of a man's property must impair the obligation of the contract." And the case of *Forsyth vs. Chambury*, R. M. Charlton's Reports, page 324 and 331, fur-