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LAWYER

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LAFAYETTE 1660

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To the Supreme Court of the United States:

Gentlemen:

The Chief Justice was reported by the press as asking the question – By what authority Congress abrogated the Gold Clause in the Bonds issued by the United States requiring payment in gold? And that the question went unanswered. In this communication, I will answer that question by asking the Court itself to answer the following questions:

(1) Has not the Congress of the United States the power to impair the obligation of any contract which was made under its authority, within the United States? If you answer it has not such power, please state what part of the Constitution prohibits it from so acting?

(2) Assuming there is no provision of the Constitution prohibiting Congress from impairing the obligation of a contract, please state whether if, having done so, the Supreme Court of the United States has any jurisdiction to declare the act illegal; in other words, is not the issue thereby raised purely political and not a question for judicial action?

(3) Is it not the law of sovereignty that no act of any Congress can derogate from the power of a subsequent Congress to exercise an unlimited jurisdiction unless restrained by express Constitutional provision to the contrary?

(4) Is it not the law that when Congress repeals the specific law, it at the same time repeals a prohibitory clause which guards against any such repeal?

(5) To conclude the matter, let me suggest that when Congress in 1918 or thereabouts, issued the Bonds in question, it did not deprive the Congress of 1932 of the power of changing the contract. There is no provision in the Constitution of the United States prohibiting the Congress of 1932 from exercising the sovereign power to violate an alleged contract if it sees fit to do so. The Supreme Court of the United States cannot give the complaining party any relief in such a case.

P. H. Kelley