

***Dred Scott v. Sanford* (1857) decision (excerpt)**

Now . . . the right of property in a slave is distinctly and expressly affirmed in the Constitution. The right to traffic in it, like an ordinary article of merchandise and property, was guaranteed to the citizens of the United States, in every state that might desire it, for twenty years. And the government in express terms is pledged to protect it in all future time, if the slave escapes from his owner. This is done in plain words—too plain to be misunderstood. And no word can be found in the Constitution which gives Congress a greater power over slave property . . . than property of any other description. The only power conferred is the power coupled with the duty of guarding and protecting the owner of his rights.

Upon these considerations, it is the opinion of the Court that the Act of Congress [Missouri Compromise] which prohibited a citizen from holding and owning property of this kind in the territory of the United States north of the line therein mentioned is not warranted by the Constitution, and is therefore void; and that neither Dred Scott himself, nor any of his family, were made free by being carried into this territory; even if they had been carried here by the owner with the intention of becoming a permanent resident.

Upon the whole, therefore, it is the judgment of this Court that it appears by the record before us that the plaintiff in error [Dred Scott] is not a citizen of Missouri in the sense in which that word is used in the Constitution; and that the Circuit Court of the United States for that reason had no jurisdiction in the case, and could give not judgment in it.

Dred Scott v. Sandford, 60 U.S. 393 (1856). Full text of the decision is at <http://caselaw.lp.findlaw.com/scripts/getcase.pl?court=US&vol=60&invol=393>.