PRIOR DEBTS, NATIONAL SUPREMACY, AND OATHS OF OFFICE

ARTICLE VI

Clause 1. All Debts contracted and Engagements entered into, before the Adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation.

PRIOR DEBTS

There have been no interpretations of this clause.

Clause 2. This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby; any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

NATIONAL SUPREMACY

Marshall's Interpretation of the National Supremacy Clause

The assertion of federal authority under the Supremacy Clause is most often associated with Chief Justice John Marshall. Prior to Marshall's appointment, the Court had considered the clause and had rendered a state statutory provision that was inconsistent with a treaty executed by the Federal Government null and void.[1] It was left for Marshall, however, to develop the full significance of the clause as applied to legislation. By his vigorous opinions in *McCulloch v. Maryland*[2] and *Gibbons v. Ogden*,[3] Marshall gave the principle a vitality that survived despite a century of subsequent vacillation under the doctrine of dual federalism. In the former case, he asserted broadly that "the states have no power, by taxation or otherwise, to retard, impede, burden, or in any manner control, the operations of the constitutional laws enacted by Congress to carry into

[1] Ware v. Hylton, 3 U.S. (3 Dall.) 199 (1796).
[2] 17 U.S. (4 Wheat.) 316 (1819).
[3] 22 U.S. (9 Wheat.) 1 (1824).