

farm workers or tenants who abandoned their employment, breached their contracts, and exercised their legal right to enter into employment of a similar nature with another person. The clear purpose of such a statute was declared to be the coercion of payment, by means of criminal proceedings, of a purely civil liability arising from breach of contract.²⁵

Several years later, in *Bailey v. Alabama*,²⁶ the Court voided another Alabama statute that made the refusal without just cause to perform the labor called for in a written contract of employment, or to refund the money or pay for the property advanced thereunder, *prima facie* evidence of an intent to defraud, and punishable as a criminal offense, and that was enforced subject to a local rule of evidence that prevented the accused, for the purpose of rebutting the statutory presumption, from testifying as to his “uncommunicated motives, purpose, or intention.” Because a state “may not compel one man to labor for another in payment of a debt by punishing him as a criminal if he does not perform the service or pay the debt,” the Court refused to permit it “to accomplish the same result [indirectly] by creating a statutory presumption which, upon proof of no other fact, exposes him to conviction.”²⁷

In 1914, in *United States v. Reynolds*,²⁸ a third Alabama enactment was condemned as conducive to peonage through the permission it accorded to persons, fined upon conviction for a misdemeanor, to confess judgment with a surety in the amount of the fine and costs, and then to agree with said surety, in consideration of the latter’s payment of the confessed judgment, to reimburse him by working for him upon terms approved by the court, which, the Court pointed out, might prove more onerous than if the convict had been sentenced to imprisonment at hard labor in the first place. Fulfillment of such a contract with the surety was viewed as being virtually coerced by the constant fear it induced of rearrest, a new prosecution, and a new fine for breach of contract, which new penalty the convicted person might undertake to liquidate in a similar manner attended by similar consequences.

²⁵ *Peonage Cases*, 123 F. 671 (M.D. Ala. 1903).

²⁶ 219 U.S. 219 (1911). Justice Holmes, joined by Justice Lurton, dissented on the ground that a state was not forbidden by this Amendment from punishing a breach of contract as a crime. “Compulsory work for no private master in a jail is not peonage.” *Id.* at 247.

²⁷ 219 U.S. at 244.

²⁸ 235 U.S. 133 (1914).