

Sec. 1—Full Faith and Credit

sary, in order to carry into effect in a state the judgment of a court of a sister state, to institute a fresh action in the court of the former, in strict compliance with its laws; and that, consequently, when remedies were sought in support of the rights accruing in another jurisdiction, they were governed by the *lex fori*. In accord with this holding, the Court further held that foreign judgments enjoy, not the right of priority or privilege or lien that they have in the state where they are pronounced but only what the *lex fori* gives them by its own laws, in their character of foreign judgments.⁹ A judgment of a state court, in a cause within its jurisdiction, and against a defendant lawfully summoned, or against lawfully attached property of an absent defendant, is entitled to as much force and effect against the person summoned or the property attached, when the question is presented for decision in a court in another state, as it has in the state in which it was rendered.¹⁰

A judgment enforceable in the state where rendered must be given effect in another state, notwithstanding that the modes of procedure to enforce its collection may not be the same in both states.¹¹ If the initial court acquired jurisdiction, its judgment is entitled to full faith and credit elsewhere even though the former, by reason of the departure of the defendant with all his property, after having been served, has lost its capacity to enforce it by execution in the state of origin.¹² "A cause of action on a judgment is different from that upon which the judgment was entered. In a suit upon a money judgment for a civil cause of action, the validity of the claim upon which it was founded is not open to inquiry, whatever its genesis. Regardless of the nature of the right which gave rise to it, the judgment is an obligation to pay money in the nature of a debt upon a specialty. Recovery upon it can be resisted only on the grounds that the court which rendered it was without jurisdiction, . . . or that it has ceased to be obligatory because of payment or other discharge . . . or that it is a cause of action for which the State of the forum has not provided a court."¹³

On the other hand, the clause is not violated when a judgment is disregarded because it is not conclusive of the issues before a court of the forum. Conversely, no greater effect can be given than

⁹ *Cole v. Cunningham*, 133 U.S. 107, 112 (1890). See also *Stacy v. Thrasher*, 47 U.S. (6 How.) 44, 61 (1848); *Milwaukee County v. White Co.*, 296 U.S. 268 (1935).

¹⁰ *Chicago & Alton R.R. v. Wiggins Ferry Co.*, 119 U.S. 615, 622 (1887); *Hanley v. Donoghue*, 116 U.S. 1, 3 (1885). See also *Green v. Van Buskirk*, 74 U.S. (7 Wall.) 139, 140 (1869); *Bigelow v. Old Dominion Copper Co.*, 225 U.S. 111 (1912); *Roche v. McDonald*, 275 U.S. 449 (1928); *Ohio v. Chattanooga Boiler Co.*, 289 U.S. 439 (1933).

¹¹ *Sistare v. Sistare*, 218 U.S. 1 (1910).

¹² *Michigan Trust Co. v. Ferry*, 228 U.S. 346 (1913). See also *Fall v. Eastin*, 215 U.S. 1 (1909).

¹³ *Milwaukee County v. White Co.*, 296 U.S. 268, 275–276 (1935).