

## Sec. 1—Full Faith and Credit

court which handed down the original decree.<sup>27</sup> Records and proceedings of courts wanting jurisdiction are not entitled to credit.<sup>28</sup>

**Judgments in Personam.**—When the subject matter of a suit is merely the defendant's liability, it is necessary that it should appear from the record that the defendant has been brought within the jurisdiction of the court by personal service of process, or by his voluntary appearance, or that he had in some manner authorized the proceeding.<sup>29</sup> Thus, when a state court endeavored to acquire jurisdiction of a nonresident defendant by an attachment of his property within the state and constructive notice to him, its judgment was defective for want of jurisdiction and hence could not afford the basis of an action against the defendant in the court of another state, although it bound him so far as the property attached by virtue of the inherent right of a state to assist its own citizens in obtaining satisfaction of their just claims.<sup>30</sup>

The fact that a nonresident defendant was only temporarily in the state when he was served in the original action does not vitiate the judgment thus obtained and later relied upon as the basis of an action in his home state.<sup>31</sup> Also a judgment rendered in the state of his domicile against a defendant who, pursuant to the statute thereof providing for the service of process on absent defendants, was personally served in another state is entitled to full faith and credit.<sup>32</sup> When the matter of fact or law on which jurisdiction de-

<sup>27</sup> *Cooper v. Reynolds*, 77 U.S. (10 Wall.) 308 (1870); *Western Union Tel. Co. v. Pennsylvania*, 368 U.S. 71 (1961). Full faith and credit extends to the issue of the original court's jurisdiction, when the second court's inquiry discloses that the question of jurisdiction had been fully and fairly litigated and finally decided in the court which rendered the original judgment. *Durfee v. Duke*, 375 U.S. 106 (1963); *Underwriters Assur. Co. v. North Carolina Life Ins. Ass'n*, 455 U.S. 691 (1982).

<sup>28</sup> *Board of Public Works v. Columbia College*, 84 U.S. (17 Wall.) 521, 528 (1873). See also *Wisconsin v. Pelican Ins. Co.*, 127 U.S. 265, 291 (1888); *Huntington v. Attrill*, 146 U.S. 657, 685 (1892); *Brown v. Fletcher's Estate*, 210 U.S. 82 (1908); *Bigelow v. Old Dominion Copper Co.*, 225 U.S. 111 (1912); *Spokane Inland R.R. v. Whitley*, 237 U.S. 487 (1915). However, a denial of credit, founded upon a mere suggestion of want of jurisdiction and unsupported by evidence, violates the clause. *Rogers v. Alabama*, 192 U.S. 226, 231 (1904); *Wells Fargo & Co. v. Ford*, 238 U.S. 503 (1915).

<sup>29</sup> *Grover & Baker Machine Co. v. Radcliffe*, 137 U.S. 287 (1890). See also *Galpin v. Page*, 85 U.S. (18 Wall.) 350 (1874); *Old Wayne Life Ass'n v. McDonough*, 204 U.S. 8 (1907); *Brown v. Fletcher's Estate*, 210 U.S. 82 (1908).

<sup>30</sup> *Pennoyer v. Neff*, 95 U.S. 714 (1878). See, for a reformulation of this case's due process foundation, *Shaffer v. Heitner*, 433 U.S. 186 (1977).

<sup>31</sup> *Renaud v. Abbot*, 116 U.S. 277 (1886); *Jaster v. Currie*, 198 U.S. 144 (1905); *Reynolds v. Stockton*, 140 U.S. 254 (1891).

<sup>32</sup> *Milliken v. Meyer*, 311 U.S. 457, 463 (1940). In the pioneer case of *D'Arcy v. Ketchum*, 52 U.S. (1 How.) 165 (1851), the question presented was whether a judgment rendered by a New York court, under a statute which provided that, when joint debtors were sued and one of them was brought into court on a process, a judgment in favor of the plaintiff would entitle him to execute against all, must be accorded full faith and credit in Louisiana when offered as a basis of an action in debt