over the place of injury.[131] The same result was achieved in a subsequent case, but the Court promulgated a new rule, applied thereafter, which emphasized a balancing of the governmental interests of each jurisdiction, rather than the mere application of the statutory rule of one or another state under full faith and credit.[132] Thus, the Court held that the clause did not preclude California from disregarding a Massachusetts's workmen's compensation statute, making its law exclusive of any common law action or any law of any other jurisdiction, and applying its own act in the case of an injury suffered by a Massachusetts employee of a Massachusetts employer while in California in the course of his employment.[133] It is therefore settled that an injured worker may seek a compensation award either in the state in which the injury occurred or in the state in which the employee resided, his employer was principally located, and the employment relation was formed, even if one statute or the other purported to confer an exclusive remedy on the workman.[134]

Less settled is the question whether a second state, with interests in the matter, may supplement a workers' compensation award provided in the first state. At first, the Court ruled that a Louisiana employee of a Louisiana employer, who was injured on the job in Texas and who received an award under the Texas act, which did not grant further recovery to an employee who received compensation under the laws of another state, could not obtain additional compensation under the Louisiana statute.[135] Shortly, however, the Court departed from this holding, permitting Wisconsin, the state of the injury, to supplement an award pursuant to the laws of Illinois, where the worker resided and where the employment contract had been entered into.[136] Although the second case could have been factually distinguished from the first,[137] the Court instead chose to depart from the principle of the first, saying that only if the laws of the first state making an award contained "unmistakable lan-

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[131] Bradford Elec. Co. v. Clapper, 286 U.S. 145 (1932).

[132] Alaska Packers Ass'n v. Industrial Accident Comm'n, 294 U.S. 532 (1935). The state where the employment contract was made was permitted to apply its workmen's compensation law despite the provision in the law of the state of injury making its law the exclusive remedy for injuries occurring there. *See* id. at 547 (stating the balancing test).

[133] Pacific Employers Ins. Co. v. Industrial Accident Comm'n, 306 U.S. 493 (1939).

[134] In addition to *Alaska Packers* and Pacific Ins., *see* Carroll v. Lanza, 349 U.S. 408 (1955); Cardillo v. Liberty Mutual Co., 330 U.S. 469 (1947); Crider v. Zurich Ins. Co., 380 U.S. 39 (1965); Nevada v. Hall, 440 U.S. 410, 421–24 (1979).

[135] Magnolia Petroleum Co. v. Hunt, 320 U.S. 430 (1943).

[136] Industrial Comm'n v. McCartin, 330 U.S. 622 (1947).

[137] Employer and employee had entered into a contract of settlement under the Illinois act, the contract expressly providing that it did not affect any rights the employee had under Wisconsin law. 330 U.S. at 624.