

## Sec. 1—Full Faith and Credit

did not make a personal appearance.<sup>71</sup> The Court found the principle of *Estin v. Estin*<sup>72</sup> inapplicable. In *Simons*, the Court rejected the contention that the forum court, in giving recognition to the foreign court's separation decree providing for maintenance and support, has to allow for dower rights in the deceased husband's estate in the forum state.<sup>73</sup> Full faith and credit is not denied to a sister state's separation decree, including an award of monthly alimony, where nothing in the foreign state's separation decree could be construed as creating or preserving any interest in the nature of or in lieu of dower in any property of the decedent, wherever located and where the law of the forum state did not treat such a decree as having such effect nor indicate such an effect irrespective of the existence of the foreign state's decree.<sup>74</sup>

**Decrees Awarding Alimony, Custody of Children.**—A by-product of divorce litigation are decrees for the payment of alimony, judgments for accrued and unpaid installments of alimony, and judicial awards of the custody of children, all of which necessitate application of the Full Faith and Credit Clause when extrastate enforcement is sought for them. Thus, a judgment in State A for alimony in arrears and payable under a prior judgment of separation that is not by its terms conditional nor subject by the law of State A to modification or recall, and on which execution was directed to issue, is entitled to recognition in the forum state. Although an obligation for accrued alimony could have been modified or set aside in State A prior to its merger in the judgment, such a judgment, by the law of State A, is not lacking in finality.<sup>75</sup> As to the finality of alimony decrees in general, the Court had previously ruled that where such a decree is rendered, payable in future installments, the right to such installments becomes absolute and vested on becoming due, provided no modification of the decree has been made prior to the maturity of the installments.<sup>76</sup> However, a judicial order requiring the payment of arrearages in alimony, which exceeded the alimony previously decreed, is invalid for want of due process, the respondent having been given no opportunity to contest it.<sup>77</sup> "A judgment obtained in violation of procedural due pro-

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<sup>71</sup> 381 U.S. at 84–85.

<sup>72</sup> 334 U.S. 541 (1948).

<sup>73</sup> 381 U.S. at 84–85.

<sup>74</sup> 381 U.S. at 85.

<sup>75</sup> *Barber v. Barber*, 323 U.S. 77, 84 (1944).

<sup>76</sup> *Sistare v. Sistare*, 218 U.S. 1, 11 (1910). See also *Barber v. Barber*, 62 U.S. (21 How.) 582 (1859); *Lynde v. Lynde*, 181 U.S. 183, 186–187 (1901); *Audubon v. Shufeldt*, 181 U.S. 575, 577 (1901); *Bates v. Bodie*, 245 U.S. 520 (1918); *Yarborough v. Yarborough*, 290 U.S. 202 (1933); *Loughran v. Loughran*, 292 U.S. 216 (1934).

<sup>77</sup> *Griffin v. Griffin*, 327 U.S. 220 (1946).