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Conflict of Laws - Full Faith and Credit

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NOTES AND COMMENT

Conflict of Laws—Full Faith and Credit.

On June 24, 1918 Dart received judgment against McDonald in Superior Court of Spokane County, Washington.

On February 27, 1924 Dart assigned that judgment and all sums due thereon to Roche.

In March 1924 the six-year statute of limitation of Washington having not yet run, Roche brought suit against McDonald in Oregon upon the Washington judgment. McDonald was personally served with a summons, appeared and demurred to the complaint. This demurrer was overruled. He then elected to plead no further and did not answer the complaint. Subsequently, in October, 1924, more than six years after the rendition of the Washington judgment, judgment was rendered against him in default of answer for the amount of the original judgment with interest.

Shortly thereafter the plaintiff Roche commenced an action in Washington on the Oregon judgment. McDonald answered denying the validity of the Oregon judgment under a Washington statute which provided that after six years from the rendition of any judgment it should cease to be a charge against him, and no suit should be had extending its duration or continuing it in force beyond such six years.

McDonald won in Washington because the Washington Court held the Oregon judgment void because the first Washington judgment had no validity there since six years had run, when the Oregon judgment was rendered.

Roche appealed to the Supreme Court of the United States because of the full faith and credit clause of the Constitution, Section 1 Article 4 which provides, that "full faith and credit shall be given in each state to the public acts, records, and judicial proceedings of every other state."

U. S. Supreme Court reversed the decision of the Washington Court. Held, that the Oregon Court had jurisdiction of the parties and subject matter. (The suit was started before the Washington six years had run). Even if Oregon had misconstrued the Washington statute, McDonald could not thereafter have impeached the validity of the judgment because nevertheless it is a good judgment in Oregon and must have full faith in Washington.

The Washington Court in coming to their decision cite *Brown v. Parker*, 28 Wis. 21. In that case Brown sued Parker in Illinois on a Wisconsin contract which was barred by the Wisconsin six-year statute of limitation. Brown obtained judgment in Illinois by confession upon warrant of attorney. He then brought suit on the judgment in Wisconsin. The Wisconsin court held that no greater legal rights, remedies or effect can be claimed under the judgment in suit here than could be claimed under a like judgment entered in this state.

This case is distinguishable from *Roche v. McDonald* insofar as the Wisconsin six-year statute had already run at the commencement of that action, while in *Roche v. McDonald* the six-year Washington statute had not yet run at the commencement of the action in Oregon.

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