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Conflict of Laws

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action, barred from recovering from the tortfeasor. The court held that where the tortfeasor has, at the time of the settlement, no notice of the insurer's interest, there is no basis upon which the insurer may later bring a separate action against the tortfeasor.

CONFLICT OF LAWS

FULL FAITH AND CREDIT — JUDGMENTS PROCURED BY FRAUD

The full faith and credit clause,[1] as implemented by Congress,[2] requires that judicial proceedings shall have the same full faith and credit in every court within the United States as they have by law or usage in the courts of the state from which they are taken. Consequently, if a State X judgment may be attacked for fraud in State X, it may be collaterally attacked on the same ground in State Y.[3] The principle was recognized by way of dictum in *Schwartz v. Schwartz*,[4] in which the court permitted a collateral attack on a New York divorce decree, which, said the court, could have been set aside in New York.

CONFESSION OF JUDGMENT — POWER OF ATTORNEY VOID BY LAW OF PLACE OF MAKING

In *Albert v. Sitton*[5] a promissory note containing a warrant of attorney to confess judgment was made in Indiana, although payable at a designated Ohio bank. By the statutory law of Indiana, such a warrant of attorney was void. A judgment on the warrant of attorney was obtained in Ohio, but the court vacated it, holding that by reason of the invalidity of the warrant under the law of the place of making, there was no jurisdiction over the defendant. The court reasoned that making the note payable in another state or taking it across a state line cannot breathe life into a warrant of attorney void from its very inception by the law of the place of making.[6]

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1. U.S. CONST. art. IV, § 1.

2. 28 U.S.C. § 1738 (1958).

3. LEFLAR, CONFLICT OF LAWS § 76 (1959); STUMBERG, CONFLICT OF LAWS 117 (2d ed. 1951).

4. 113 Ohio App. 275, 173 N.E.2d 393 (1960). See also discussion in *Domestic Relations* section, p. 467 *infra*.

5. 170 N.E.2d 925 (Ohio C.P. 1959).

6. No reference was made to Ohio Revised Code section 2323.13 (Supp. 1961), which requires that cognovit notes be reduced to judgment only in the county of execution or of the promissor's residence. See generally STUMBERG, CONFLICT OF LAWS 268 (2d ed. 1951); Note, 44 HARV. L. REV. 1275 (1931); Annot., 19 A.L.R.2d 544 (1951). The annotation points out that the authorities are in conflict.