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# The Enforcement of Foreign Degrees for Alimony

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## THE ENFORCEMENT OF FOREIGN DEGREES FOR ALIMONY

In enforcing alimony decrees, American courts have encountered a serious obstacle in the evasion of their process by the husband's flight to another jurisdiction. Leaving no appreciable assets behind, he is enabled by his flight to avoid the obligation to continue supporting his former wife and their children. In line with his intention, the wife no longer has an effective remedy in F-1[1] but must seek to enforce the decree in the jurisdiction to which the debtor has fled.

This problem was recently presented to the Montana Supreme Court.[2] Dorothy Espeland had obtained a Washington decree for alimony which was rendered ineffective by her husband's removal to Montana where he obtained other employment. Consequently she brought action in Montana to recover the amount of accrued installments, also asking the Court to adopt the Washington decree as its own in order to simplify the collection of future installments. The Court held that the Washington Court had reserved power in its decree to modify installments after they had accrued,[3] thereby rendering the decree not "final," and not subject to full faith and credit.[4] Plaintiff did receive the amount of the past-due installments, but on the basis of *comity* rather than full faith and credit. The Court apparently did not consider her request that it adopt the decree as its own.

To simplify consideration of the Espeland decision, it may be well to divide the discussion into two phases; the first relating to the portion of the decree involving past-due installments, the second concerning future installments. As to the

[1]For convenience of reference, the forum rendering the original decree will be designated as F-1; the jurisdiction in which it is sought to enforce the decree, F-2.

[2]Espeland v. Espeland (1941) 111 Mont. 365, 109 P. (2d) 792.

[3]The Court did not feel "... that the monthly award became absolutely fixed each month under the reservation in the decree. . .," holding that the following portion of the decree authorized the Washington Court to modify retrospectively:

"... All until the further order of the court, or so long as the plaintiff (defendant in Montana) wilfully continues to live separate and apart from the defendant and continues his wrongful abandonment of her and so long as he shall wrongfully refuse to live with the defendant as a husband should..., the (Washington) court retains jurisdiction for the purpose of making such orders as may in the future be just and equitable."

[4]It is admitted that full faith and credit does not require F-2 to enforce a non-final judgment. RESTATEMENT, CONFLICT OF LAWS, §435:

"A valid foreign judgment for the payment of money which by the law of the state in which it was rendered is not a *final* judicial determination of the right to payments will not be enforced."

former, what test did the Court apply in determining that the decree was alterable, hence not final? Then, assuming as did the Montana Court, that the duty to pay accrued alimony was not absolute, what implications are involved in enforcing that part of the decree through comity? Will such a decision influence the Court in a later action? As to the second portion of the decree, that relating to future installments, what was plaintiff's purpose in seeking to have the Court adopt the decree as its own? Did the Court give her request proper consideration?

As a general proposition, F-2 will enforce an alimony decree, if it possesses the elements of definiteness and finality which are prerequisites for enforcing any money judgment. If the decree is final in F-1, liability to modification ordinarily being the determining factor, F-2 will accept it as final and give it the *same faith and credit* as F-1 would give.[5] A decree payable in installments is regarded as a final judgment in respect to the installments which have accrued, if they are no longer subject to change in F-1, and F-2 *must* give judgment for the amount of such installments.[6]

It is at this point that the Espeland decision is first open to question. The Court should have determined the finality of the decree according to Washington law, inquiring into the Washington modifications statute[7] and the interpretation placed thereon by the Washington Court.

It is difficult to perceive how the Court could possibly have decided that the Washington Court had reserved in the decree the right to revise accrued installments, when the latter has interpreted its modification statute as follows:

> "... On the question of the power of the court to modify the decree as to those installments of alimony past due

[5]The full faith and credit clause (U. S. CONST. Art. IV, §1.), and the federal legislation enacted thereunder (U. S. CODE, Title 28, §687.), require a state to give to the judgments of other states the same "...faith and credit...as they have by law or usage in the courts of the State from which they are taken." See R. C. M. 1935, §10563: "The effect of a judicial record of a sister state is the same in this state as in the state where it was made..."

[6]19 C. J. §826, p. 364: "...A foreign decree, where no reservation of a right to modify it appears in the decree itself, and where no such right is conferred upon the court by statute, is such a *final* (italics supplied) determination of the rights of the parties as to create an obligation enforceable in other states."

[7]REMINGTON'S REV. STATS., §988.2:

> "All orders and judgments heretofore made and entered in divorce actions relative to alimony and support money may be modified, altered, and revised by the court from time to time as circumstances may require."

and unpaid, the (Washington) law appears to be that such power does not exist. The rights and liabilities of the parties with reference to such installments become absolute and fixed at the time provided in the decree for their payment, and as to such the decree is not subject to modification.'"[8]

Suppose, however, that the F-1 law on modification is not as definite and certain on the question of finality as is Washington's, thereby raising a problem of construction and interpretation. F-2's own decision in such circumstances is restricted by the full faith and credit requirement, inasmuch as the *judgment* of a sister state is involved. If the judgment is "actually final", a denial of full faith and credit on the ground of non-finality would subject F-2's decision to reversal by the United States Supreme Court, the ultimate arbiter in matters of full faith and credit.[9] Therefore, if the Supreme Court has the ultimate decision in this matter, it should be able to prescribe a rule of construction or interpretation which F-2 must adhere to in ascertaining whether the F-1 decree is final.[10] In this man-

[8]Beers v. Beers (1913) 74 Wash. 458, 133 P. 605. Other cases to the same effect are: Kinne v. Kinne (1926) 137 Wash. 284, 242 P. 388; Phillips v. Phillips (1931) 165 Wash. 616, 6 P. (2d) 61; Blethen v. Blethen (1934) 177 Wash. 431, 32 P. (2d) 543. The Court in this latter case even questions the constitutionality of a legislative attempt to empower it to modify accrued installments, holding that "...it is not competent for the legislature to take away such vested rights in property."

The California Court in Wallace v. Wallace (1931) 111 Cal. App. 500, 295 P. 1061; and the Circuit Court of Appeals, in Cotter v. Cotter (C. C. A. 9th, 1915) 225 Fed. 471, when considering the identical problem presented to the Montana Court—the finality of a Washington alimony decree—have held that the Washington Court possesses no authority to revise past-due installments, thereby feeling compelled to enforce the decree through full faith and credit.

[9]"The question whether due faith and credit were . . . denied to the judgment rendered in another state is a Federal question, of which this court has jurisdiction . . ." Huntington v. Attrill (1892) 146 U. S. 657, 13 Sup. Ct. 324.

[10]As a corollary to its power to determine whether F-2 has rendered full faith and credit to a foreign *judgment*, the Supreme Court has drawn to itself certain powers of characterization which F-2 would possess were it dealing with the original cause of action rather than a judgment based thereon. For instance the forum has traditionally refused to render a judgment on liability arising out of the penal laws of another state, and as a matter of characterization has been free to determine for itself whether such laws are penal. F-2 likewise will not enfore a *judgment* based on F-1's penal laws, just as it will not enforce a non-final judgment. But the Supreme Court has held as to the penal judgment that in order to determine whether F-2 "...has given full faith and credit to the judgment, (it) must determine for itself whether the original cause of action is penal..." (Huntington v. Attrill, *supra* note 9). The power to characterize as to what is a "final" judgment rests with the Supreme Court for the same reason. If the Court has this ultimate power, necessarily it may pre-

ner the U. S. Supreme Court can define the scope of the full faith and credit clause—by imposing a rule of construction which will bind every court considering the question.

Thus, after overlooking or ignoring the decisive Washington law on the question of finality, the Montana Court quite naturally turned to the Supreme Court for guidance. It considered the noted case of *Sistare v. Sistare*,[11] wherein Connecticut had refused to enforce a New York alimony decree on the ground that it was not final, claiming that a statute permitted the New York court to modify accrued almony. The Supreme Court recognized that the whole problem of finality is one of determining whether F-1 does have power to revise past-due installments. And the decision has been generally interpreted as holding that if F-1 does possess such power, full faith and credit does not require F-2 to enforce the decree.[12] However, the Court said that ". . . every reasonable implication must be resorted to against the existence of such power in the absence of clear language manifesting an intention to confer it." Under this rule of construction, the Court held that the New York statute did not contemplate such exercise of power, thereby compelling Connecticut to enforce the decree.[13]

scribe a rule of construction for determining finality binding F-2, for F-2 could ignore the rule only at the peril of reversal for improperly denying full faith and credit.

[11](1909) 218 U. S. 1, 30 S. Ct. 682, 28 L. R. A. 1068.

[12]The rule of the Sistare case is this:

". . . Where a decree is rendered for alimony and is made payable in future installments, the right to such installments becomes absolute and vested upon becoming due, and is therefore protected by the full faith and credit clause."

The Court recognized an exception to the rule, however, and also provided a formula of construction for determining the existence of the exception.

[13]The net effect of the rule of statutory construction was to bind the Connecticut court, but it might be argued that statutory construction should be left to the state court as the forum, since traditionally such rules have been deemed procedural, hence governed by the forum's law. Even if the Supreme Court were to treat it thus, (the propriety of which is doubtful) the rule would remain a constitutional principle because of its essential function in limiting the application of the full faith and credit clause—a principle selected by a form of constitutional "choice of law." That is, the Supreme Court having the *sole recognized power* to determine what the statutory construction should be, "chooses" to utilize whatever construction F-2 gives to the statute found in F-1. A striking example of a court "choosing" to give effect to a foreign divorce of its own domiciliaries where there was no proper jurisdiction in F-2, though the court properly recognized sole legislative power in itself to control the marital status, is found in Davis v. Davis (App. D. C., 1938) 96 F. (2d) 512. The difficulty of harmonizing these examples of a state recognizing exclusive legislative jurisdiction in itself, but "choosing" a rule from another system to implement its own legislative action with the ordinary judicial process

The Montana Court felt that the Washington *decree*[14] came within the Sistare exception—that it empowered the Washington Court to revise past-due installments, so that full faith and credit did not require its enforcement. However, the Court ignored the Supreme Court's rule of construction. Instead of resorting to ". . . every reasonable implication . . . against the existence of such power . . . ," the Court seemed to determine as a matter of course that the decree had reserved this extraordinary power.[15]

An analysis of the decree, even independent of the Sistare rule of construction, fails to show such reservation of authority.

of "choice of law," presents a basic, though relatively undeveloped, problem in the conflicts field.

[14]Even granting that the right of modification exists as an incident to the courts' power to grant a divorce and alimony decree, the query arises whether any decree is sufficient in itself, without statutory authority, to modify installments *after they have accrued.* The Montana Court itself in an earlier decision held that it ". . . must examine the *statutes* bearing upon the subject. . ." to determine whether a foreign court has such power. Woehler v. Woehler (1938) 107 Mont. 69, 81 P. (2d) 344. The Court went on to say in the Woehler case that its own statute (R. C. M. 1935, §5769) is the source of such power, implying that if authority to revise past-due installments were not found there, it would not exist.

The Supreme Court in the Sistare case held that the New York court's authority in this regard stemmed from statute, properly relying on the "settled rule" in New York that modification power of any sort must be given by statute. The Montana Court ignored the earlier Woehler decision on this point, and it has already been noted that as a result of relying solely on the decree as the source of power rather than the Washington modification statute, the Court made an erroneous finding. It is submitted that the approach of the Woehler case in treating the foreign statute as the source of power is the desirable one.

[15]While F-2 must apply the Sistare rule of construction when analyzing F-1's modification power, F-1 is not subject to this constitutional limitation when determining its own authority to modify accrued installments. Most courts, as a matter of interpretation, deny their power to revise accrued installments, though Oregon and Virginia have prohibited such action by statute. See 53 HARV. L. REV. 1180.

The Montana Court in the Woehler case, *supra* note 14, held that its modification statute (R. C. M. 1935, §5769) is broad enough to permit modification of past-due installments. The statute *is* broad; ". . . The *final* judgment in such action may be enforced by the court by such order or orders as in its discretion it may . . . deem necessary, and such order or orders may be varied, altered, or revoked at the discretion of the court." And it has been admitted that F-1 may put its own interpretation on such power. However, the statute is no more inclusive than the New York statute held by the Supreme Court not to permit such action. The Montana statute is derived from the California Civil Code, §137, which the California Court on numerous occasions has held does not contemplate the exercise of retrospective revision. See Rinkenberger v. Rinkenberger (1929) 99 Cal. App. 45, 277 P. 1096; and Bruton v. Tearle (1931) 117 Cal. App. 696, 4 P. (2d) 623.

(See note 3 for a full statement of the decree's reservation). The Court said that ". . . failure on the part of plaintiff to establish the continuance of the . . . abandonment might result in an order (of the Washington Court) which would reduce her claim for accrued alimony." But would it not seem more logical to say that no "claim" would come into existence if plaintiff did not fulfill the conditions imposed by the decree? Was not the Washington Court saying, in effect, that the installments became debts upon maturity, *contingent* upon the continued separation of the parties? If the separation terminated, no debt would arise thereafter. The fact that the Washington Court might determine that the installments had not become obligations would in no sense give authority to modify them after they had become *vested.*[16] In such a decree F-2 would be as capable as F-1 to determine whether the condition had been met, (Montana did find that the separation had continued) and an affirmative finding would necessarily require enforcement under the full faith and credit clause for the accrued installments. The Court's contention that the portion of the decree reserving jurisdiction in the Washington Court ". . . for the purpose of making such orders as may in the future be just and equitable . . ." affected the finality of the decree does not seem to be warranted. Such a general reservation of jurisdiction may be found in a variety of equity decrees, and it has been held to operate only as to future installments.[17] If one keeps the Sistare rule of construction in mind when examining the decree, it becomes the more certain that the decree contained no power to revise accrued installments.

While the scope of the full faith and credit clause in its relation to the enforcement of foreign judgments is still in a development period,[18] state courts generally accept the Sistare

[16]The California Court in Wallace v. Wallace, *supra* note 8, held that a Washington decree making plaintiff's right to any alimony contingent upon her remaining single, with the amount of the monthly payments dependent on the size of the debtor's salary constituted a final judgment. The continued separation was the only contingency in the Espeland decree.

[17]The Washington Court has so held in Kinne v. Kinne, *supra* note 8, ". . . even though the facts show . . . strong justification for depriving appellant of the past-due alimony."

[18]Conflicts law in this field is directly affected by the increasing readiness of the Supreme Court to *require* enforcement of judgments which F-2 formerly would enforce only by comity, if at all. Tax judgments had been excluded from the full faith and credit requirement until 1935, when the Supreme Court discarded the exception in Milwaukee County v. M. E. White Co., 296 U. S. 268, 56 S. Ct. 229.

Divorce decrees, for numerous reasons, have only slowly been accorded the respect given to other foreign judgments. At one time it

decision as defining its scope as to foreign alimony decrees. However, in the light of other developments in this branch of conflict of laws, a re-examination of the Sistare case may show considerable evolution of full faith and credit as applied to alimony decrees. Therefore, as to the Sistare exception, this question is posed: Does the mere fact that F-1 *may* modify past-due installments necessarily render its judgment not final, so that full faith and credit does not compel F-2 to enforce the decree as to them?

A Minnesota case, *Holton v. Holton,*[19] is of interest in considering this query. In giving judgment for installments which had accrued under an Oregon alimony decree, the Court held that ". . . so long as the *judgment*[20] is absolute in its terms and remains unmodified, or at least until an application for modification has been made, it is final as to installments of alimony which have accrued."[21] In other words, if plaintiff would be entitled to *execute by summary proceedings*[22] in F-1 at any time

was thought that an alimony decree could be given no extra-territorial force whatsoever. Battey, Executor v. Holbrook (1858) 11 Gray 212, 213. The Court only recently in Williams v. State of North Carolina (1942) 63 S. Ct. 207, 87 L. Ed. 189 (a decision marked by a powerful dissent of Mr. Justice Jackson) overruled a long-standing exception in the divorce field enunciated by Haddock v. Haddock (1906) 201 U. S. 562, 50 L. Ed. 867. In compelling North Carolina in the Williams case to recognize Nevada divorces, the majority seemed to be motivated by a desire for interstate recognition of the adjudication of marital status by any one jurisdiction. The Court felt that the lack of such recognition required the substitution of the *command* of full faith and credit for the former principles of comity.

[19](1922) 153 Minn. 346, 190 N. W. 542, 41 A. L. R. 1415.

[20]Italics supplied. Plaintiff alleged both the original decree and a later judgment for accrued installments rendered by the Oregon Court. Where F-1 has already rendered judgment for the accrued installments, F-2 may not deny enforcement on the ground of non-finality, for there is then a definite and unalterable sum owing in F-1. But the Court treated the second judgment as part of the original, inasmuch as the former was obtained by summary proceedings and was merely for the purpose of execution.

[21]The same result could have been reached under the Sistare rule, for the Court had determined that Oregon had no power to modify accrued installments. This fact plus the second judgment (note 20) rendered in Oregon tends to weaken the authority of the Holton decision.

A later Minnesota case, Ladd v. Martineau (1939) 205 Minn. 129, 285 N. W. 281, following the Holton case is more substantial. In that case the Court assumed that the installments were still subject to change in F-1, but held that irrespective of that fact; ". . . Under the rule of the Holton case, we must regard it as *final.*"

[22]Such procedure may envisage a variety of patterns, but it would contemplate an ex parte hearing with affidavits rather than formal pleadings, and notice to the parties would not be essential. This type of procedure resulted in the second Oregon judgment referred to in the Holton case.

before application for modification has been made, though F-1 does permit revision of accrued installments, the decree is final in the sense that F-2 must enforce it; i.e., give the decree the *same* faith and credit as would F-1.[23]

We have been told that the Holton decision is improperly based on the full faith and credit clause. (Note 23). Whether this is true depends upon what is the proper interpretation of the Sistare case. Can this language of the Holton case be harmonized with the Sistare exception? The exception is of this language: F-2 is not required to enforce a decree where by the law of F-1 ". . . the right to demand and receive such future alimony is discretionary with the court . . . to such an extent that no *absolute or vested right*[24] attaches to receive the installments . . . , even although no application to annul or modify the decree in respect to alimony has been made prior to the installments becoming due." What is an "absolute or vested" right? If the wife may proceed to execution until revision has been sought by the debtor, is not the finality requirement satisfied for enforcement purposes? One would hardly say that a judgment being appealed in F-1 is *final* for all purposes, but if F-1 permits execution thereon prior to or pending appeal (as where appellant has failed to post a supersedeas bond), the party may institute enforcement proceedings in F-2.[25] In either situation

[23]While the majority of courts refuse to enforce a decree which F-1 *may* modify as to accrued installments, without regard to whether such power has been exercised at the time enforcement is sought, Minnesota is not alone in its interpretation of the scope of full faith and credit in this situation. In a much stronger decision than the Holton case, Georgia has held that full faith and credit requires enforcement ". . . as to such payments as have become due and remain unpaid at the time of the rendition of the judgment in this state, although the foreign court retains jurisdiction for the purpose of modifying the judgment. . ." even in respect to past-due alimony. McLendon v. McLendon (1941) 66 Ga. App. 156, 17 S. E. (2d) 252. The Court recognized that F-1 (Md.) had power to revise accrued installments, but said that any modification would have to be pleaded as defense. To the same effect is Roberts v. Roberts (1932) 174 Ga. 645, 163 S. E. 735.

Albert C. Jacobs, 6 LAW AND CONTEMPORARY PROBLEMS (1939) 250, 263, states that: ". . . Though improperly based on the full faith and credit clause. . . , the (Holton) decision might be justified on the ground of *comity*." But "comity" does not seem to explain the case adequately, for the Court was stating a formula for determining "finality." And if the judgment were final, full faith and credit, not comity, would require its enforcement. Jacobs does conclude that the Holton case ". . . exhibits an enlightened policy."

For other criticism of the Minnesota Court, see 25 MINN. L. REV. (1940) 496; 53 HARV. L. REV. (1940) 1180.

[24]Italics supplied.

[25]Whether F-2 will permit such action depends entirely upon F-1's law, as a matter of full faith and credit. There is abundant authority for the proposition that where the appeal or writ of error does not

the judgment is not final for all purposes, but F-2 may not deny the claimant the substantial rights to which he is entitled in F-1.

The Sistare case itself sustains this argument in language so familiar that it is generally ignored: ". . . if the judgment be an *enforceable* (italics supplied) judgment in the State where rendered, the duty to give effect to it in another State clearly results from the full faith and credit clause." If the Sistare exception is read with this language in mind, one may reach a result quite in keeping with the language of the Holton case.

Inasmuch as Mrs. Espeland recovered the amount of the past-due installments, what difference should it make whether enforcement was based on comity or on full faith and credit? The most important difference is the effect that the decision will have as precedent for the Montana Court. If the Court continues to feel that it is dealing with a non-final judgment, which is actually final, and enforces it only through judicial courtesy, should it *choose* not to enforce such a judgment, it may be subject to reversal in the same way as the Connecticut Court in the Sistare case.[25]

Suppose that the Washington decree actually had been subject to modification. Would the decree have such status that F-2 might enforce payment of past-due installments by its own law on the ground of comity? It would seem not, at least on the traditional theory that enforcement of a foreign judgment is, in effect, an action of debt, with the judgment of F-1 as the best evidence thereof. Washington could find that plaintiff was entitled to $5000, or perhaps nothing at all. And if she has no "vested" right to such installments in F-1,—if she must go through formal proceedings to establish the existence of a debt in F-1—it can hardly be said that there is anything prior to such action which she may enforce in F-2. It is this legal difficulty which is the basis for excepting non-final money judgments from enforcement in F-2. This argument would seem to be especially applicable to alimony decrees where plaintiff's entire right depends upon the adjudication of the foreign court, rather than upon a cause of action on a debt for which any court could give judgment. Then, too, the

vacate or suspend the original judgment in F-1, an action may be maintained thereon in F-2. Ebner v. Steffanson (1919) 42 N. D. 229, 172 N. W. 857. See 5 A. L. R. 1261 for a report of the case with a citation of similar authority.

[25]The Espeland decision has already been seized upon as an example of the enforcement of a non-final judgment, as to past-due installments, lumping Montana with jurisdictions recognizing the foreign decree through comity as to future installments. 25 ILL. L. REV. (1942) 496.

Montana Court might be embarrassed should Washington (on a later application to modify) not feel estopped by the earlier Montana adjudication. The husband also could find his wages garnisheed for $5000 in Montana, while he owed nothing in the original jurisdiction. These further difficulties are not obviated by enforcing the judgment through comity.

Thus far the discussion has been confined to the portion of the alimony decree relating to past-due installments. As to them the general rule is that full faith and credit requires enforcement of that much of the decree. Where F-1 may revise such installments after maturity, though every reasonable presumption will be exercised against the existence of such authority, most courts refuse enforcement. It has been sought to show that the mere fact that F-1 possesses such modification power need not in every case affect the finality of the decree for enforcement purposes. If the plaintiff can secure execution by summary proceedings in F-1, at that moment she has a "vested right" in the sense used in the Sistare case, and is entitled to enforcement in F-2. The question has also been raised as to whether a non-final decree has such status that F-2 should enforce payment of past due installments under its own law on the grounds of comity, and the answer would seem to be no.

Plaintiff's request that the Montana Court adopt the Washington decree as its own was directed to future payments. It has been noted earlier that the Court ignored this request, possibly assuming that its determination that past-due installments were alterable disposed of the question. If so, the Court had an erroneous conception of the relief sought. It has been pointed out that accrued installments generally constitute a final judgment—an unalterable debt of record—and are subject to full faith and credit. On the other hand, future installments generally are not final and are subject to modification to meet the changing circumstances of the parties, hence F-2 is not required to enforce them. Plaintiff's counsel recognized this distinction by demanding the amount of accrued installments on the ground of full faith and credit, requesting the other relief as a matter of "enlightened public policy."

Courts which deny such relief rely on the above mentioned theory as to the nature of an enforcement action—that it is an action of debt for a definite sum of money then owing to plaintiff in F-1. This view necessarily prevents relief where the installments have not matured. These courts further maintain that the plaintiff has an adequate remedy at law by bringing action for each installment as it becomes due, and limit her to remedies available to enforce an ordinary debt.

This view seems logical enough when put on the theory of enforcement of money judgments in general, but there is more at stake when problems of support are involved. The husband's duty to support his family is just as imperative after the marriage ties have been cut as before. Legislatures and courts have sought to insure the performance of this duty by providing the wife with such remedies as contempt, security, sequestration, exemption from bankruptcy discharge, and other remedies not available to collect an ordinary debt. To destroy these incidents of the alimony decree merely because it must be enforced in another jurisdiction is to lose sight of the original policy in mind when creating such remedies.

Led by California,[27] a number of courts[28] now grant on the basis of comity the relief which plaintiff sought in Montana as to the future installments. These courts carry their policy to a logical conclusion by providing the same means of enforcement available for a local decree.[29] F-1 remains free to revise its original decree, for F-2 can modify its decree so as to conform with such revision.[30]

From a social standpoint there is much in favor of this view. Instead of requiring the wife to sue repeatedly for installments as they mature, a debtor can be adjudged in contempt upon default—in short, will no longer profit by his flight from the original jurisdiction. It is clearly to the public interest that his obligation be enforced to the hilt, and the action of these courts seems to be a practicable method for attaining this goal. The Montana Court, in line with an "enlightened public policy," might well adopt this more desirable approach when it has another opportunity to pass upon the matter.

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[27]Cummings v. Cummings (1929) 97 Cal. App. 144, 275 P. 245, is the pioneer in this recent development. In addition to rendering judgment for the amount then owing on a New York decree, the Court provided for the continued payment of the monthly installments, enforcing the decree just as though it had been obtained in California originally.

[28]Rule v. Rule (1942) 313 Ill. App. 108, 39 N. E. (2d) 379;
Sorenson v. Spence (1937) 65 S. D. 134, 272 N. W. 179;
Cousineau v. Cousineau (1936) 155 Ore. 184, 63 P. (2d) 897;
Shibley v. Shibley (1935) 181 Wash. 166, 42 P. (2d) 446;
Ostrander v. Ostrander (1934) 190 Minn. 547, 252 N. W. 449;
Fanchier v. Gammill (1927) 148 Miss. 723, 114 So. 813.

[29]Mississippi in Fanchier v. Gammill, *supra* note 28, felt that it was compelled by the full faith and credit clause to grant such enforcement. While the Supreme Court has not passed upon the subject of future installments, the other courts maintain that such action is in excess of the full faith and credit requirement, so that no constitutional question is raised, comity being the proper basis for such action.

[30]Albert C. Jacobs presents a thorough treatment of this problem in *The Enforcement of Foreign Decrees For Alimony*, 6 CONTEMPORARY LAW PROBLEMS (1939) 250, *supra* note 23.