

MARKS & WEINBERG, P.C.

Bond Corp. v. Schultz

No. CV 980490056, 1999 WL 370657 (Conn. Super. Ct. 1999)

Lessor of equipment obtained a Michigan default judgment against the lessee when he failed to make the required payments. Lessee would not pay the default judgment and lessor commenced an action in Connecticut court to enforce Michigan's default judgment. The lessee submitted an affidavit in support of his refusal to pay the default judgment in which he complained about the quality of the leased equipment. The court granted summary judgment for the lessor because, under the Constitution's full faith and credit clause, the lessee could not attack the merits of the underlying claim. The lessee did not meet his burden of proving that Michigan's judgment was void because the Michigan court lacked jurisdiction over the person or subject matter or that the Michigan court lacked the power to grant the lessor's requested relief.

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