

MARKS & WEINBERG, P.C.

Corporate Leasing International, Inc. v. Bridewell

896 S.W. 2d 419 (Tex. App. 1995)

The Court of Appeals of Texas held that a lessee who had appeared and received a judgment against him in a Michigan court could not subsequently attack the judgment in a Texas court.

The lease at issue provided that the lease would be governed by Michigan law and all disputes arising from the lease would be litigated in Oakland County, Michigan. The lessee defaulted on the lease, and the lessor sued the lessee in the appropriate forum in Michigan. Judgment was entered against the lessee, who did not appeal.

The lessor appropriately filed to enforce the judgment under the Texas Uniform Enforcement of Foreign Judgments Act. The lessee then petitioned the trial court in Texas to vacate the Michigan judgment on the grounds that the judgment was on a contract which was illegal under Texas law.

The trial court vacated the Michigan judgment and ordered a new trial to be held in Texas applying Texas law to determine the legality of the lease. The Court of Appeals of Texas held that the district court had no authority to vacate the Michigan judgment on the grounds of illegality under Texas law. The Court of Appeals noted that when a collateral attack is made on a duly authenticated foreign judgment filed in Texas, the trial court has only two



alternatives: enforce the judgment, or, if proper evidence is before it, declare the judgment void for want of jurisdiction.

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