

The doctrine of privity of contracts stipulates that third parties have no rights to a contract between two parties unless those rights were assigned to them by one of the original contracting parties.

Exception: **It is a principle, not only of the common law, but of universal jurisprudence that fraud vitiates every act, whether public or private: contracts, deeds, and judgments, are all affected by it, even as to bona fide purchasers. No record, however solemn, estops an allegation of fraud. Judgments of Courts of competent jurisdiction import absolute verity, wherever they are brought in question; but if obtained by fraud, they are set aside, either in the same or any other tribunal; and *a person affected by the fraud may show it and avoid the judgment, though not a party to the suit.* (In *Re The Amiable Isabella*, [19 U.S. 1](#) (1821))**