

out of his hands to prevent me from obtaining payment, he seeks by circumvention to alter a particular right of mine, the right to payment for the property sold.

The term "fraud upon the law" comes within the definition, and is used for convenience to designate a striking aspect of certain frauds. Every fraud must be against a person capable of rights; frauds "upon the law" are, like the rest, frauds upon an individual, a corporation, or the sovereign, generally in the evasion of some statute, such as the Bankrupt Acts, when the offence is nothing but fraud upon the creditors.

The writer discusses "constructive" fraud, a term loosely used, often denoting a contract obnoxious to public policy, and sometimes a synonym for actual fraud. The more legitimate use of the term is in the law of fiduciary relations. Here, however, it is only a case of legal suspicion or assumption of fraud. In this sense it does not fall within the definition. "Constructive" fraud is also applied, properly too, to the action of one who acquires a title with notice of its invalidity. The above definition is not wide enough, nor is it intended, to cover constructive fraud. The article discusses the assertion contained in the definition, that fraud can only be perpetrated upon rights, *i.e.*, upon legal rights. By representations which he knows to be false, A induces B to alter his will, already executed in favour of C, and to leave nothing to C. C cannot maintain an action against A for fraud, A having infringed no legal right of C.

In ordinary cases fraud is essentially active in nature, a feature which appears in the definition in the word endeavour. One may, however, endeavour by passive conduct to deceive another, and thus also be guilty of fraud. Some special duty may require him to speak; he cannot stand by and see his property sold by another as belonging to that other person, and then recover it from the purchaser. But he is not bound to take steps to protect a possible purchaser, of whose very existence he may be ignorant, from loss by the purchase of a note to which his name has been forged. When there is a duty to speak, silence would be misleading.

VOLUNTARY MAINTENANCE OF ANOTHER'S CHILDREN.—In the *Justice of the Peace* there is a somewhat full discussion of the law in reference to the right of a volunteer to recover, as against the parent, the amount which has been expended on his child for food, clothing and education. The cases cited in support of the contention that the father is not liable to one who provides for the child in the absence of any request or undertaking to pay on the part of the father are, *Law v. Wilkins*, 6 A. & E. 718; *Mortimore v. Wright*, 6 M. & W. 482; *Shelton v. Springett*, 11 C. B. 452. The conclusion arrived at from these cases is that, though the common law does not make the father liable, yet it may often be the case that the father does, by some letter or otherwise, undertake the payment of the son's debts. This is well illustrated in the case of *Andrews v. Garrett*, 6 C. B. N. S. 262, when a tailor seeks to compel the father to pay for clothes supplied to the son, the claim being based on an alleged promise of the father to pay half the debt. In *Knowlton v. Bluett*, L. R. 9 Ex. 307, the father of several illegitimate children made a verbal agreement with their mother (who