

exhibited his true title, and handed over the genuine title deeds; and to the plaintiff he pretended he claimed under another title by virtue of a deed to himself, which he had forged, and which he handed over to the plaintiff, who believed he had a good legal mortgage. This was a species of fraud which, in this country, it would be difficult, if not impossible, to perpetrate. At the time the mortgages were made it so happened that the legal estate was outstanding in prior mortgagees. As soon as the fraud was discovered the defendants, who were second mortgagees in point of date, after notice of the plaintiff's claim, procured a conveyance of the legal estate to themselves, and it was held, by Kay, J., that they had by that means acquired priority over the mortgage of the plaintiff, which was prior in point of time.

SETTLEMENT—FRAUD ON CREDITORS—13 ELIZ., C. 5, S. 5—PURCHASER FOR VALUE WITHOUT NOTICE.

In *Halifax Banking Co. v. Gledhill* (1891), 1 Ch., 31, Kay, J., was called on to decide a question upon which he observes that it was strange there was no direct decision. The action was brought to set aside a settlement as a fraud on creditors, and one of the defendants, without notice of the fraud, had for valuable consideration obtained a charge on the settlor's reversionary life interest thereunder; and the question was whether, notwithstanding the settlement was found to be fraudulent as against creditors, the rights of this defendant were protected by 13 Eliz., c. 5, s. 5. Kay, J., held that they were. The settlement was therefore declared void as against creditors, except as to the reversionary life interest of the settlor thereunder, which was directed to be valued, and its value deducted from the proceeds of the property and applied in payment of the charge.

STATUTE—CONSTRUCTION—"OWNER."

*Fillingham v. Wood* (1891), 1 Ch., 51, deserves a brief notice here. A statute required a notice to be given to an "adjoining owner," and the term "owner" was by the statute defined to apply to every person in possession or receipt either of the whole, or any part of, the rents or profits of any land or tenement, or in the occupation of such land or tenement, other than as tenant from year to year, or for any less term. The question Chitty, J., had to decide was whether a tenant in possession of part of a house under an agreement for a greater interest than as tenant from year to year was an "owner" within the meaning of the Act, and he held that he was, and that in such a case service only on the person in the receipt of the whole of the rents and profits of the premises was an insufficient compliance with the Act, as the word "owner" included everyone within the language of the interpretation clause, even though their interests were merely equitable.

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