

**New “Search within Results”**

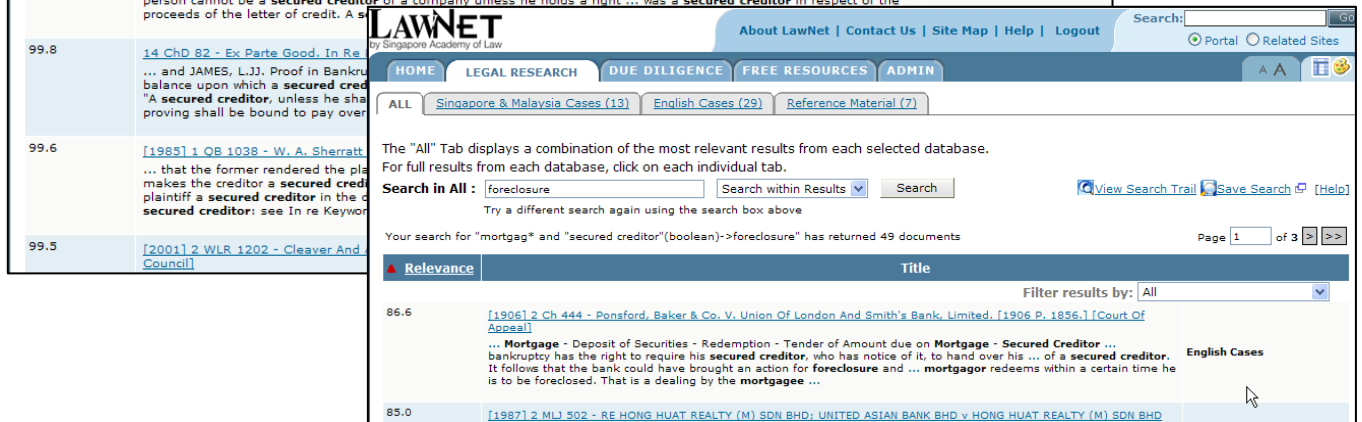
**“Search within Results”**

Searching in Legal Research can now be more precise with the introduction of the “Search within Results” function. This feature will allow you to refine your search progressively as you go along so that you can zoom in to identify results which are more relevant for your purposes.

The function is available for all databases except Legislation, Treaties, AustLII and Parliamentary Reports.



In the search results page, enter new search terms in the search box and select “Search within Results” in the dropdown list to refine your search.



◆ To navigate to previous refined searches, use the Search Trail.

Search Trail stores last 15 actions.

- ▶ [Search mortgag\\* and "secured creditor"\(boolean\);foreclosure in Combined Legal Research \(at 26-Apr-2010 10:38:34 Hrs\)](#)
- ▶ [Search mortgag\\* and "secured creditor" in Combined Legal Research \(at 26-Apr-2010 10:28:18 Hrs\)](#)

The screenshot shows the LAWNET search results page. At the top, there is a search bar with the query 'foreclos\* or reposess'. Below the search bar, there are navigation tabs for 'ALL', 'Singapore & Malaysia Cases (87)', 'English Cases (296)', and 'Reference Material (31)'. The search results are displayed in a table with columns for 'Relevance' and 'Title'. The first result is '[2001] 2 AC 328 - Cleaver And Another V Delta American Reinsurance Co (in Liquidation) [2001] Ukpc 6 [Privy Council]'. The second result is '14 ChD 82 - Ex Parte Good, In Re Lee. [Court Of Appeal]'. The third result is '[1985] 1 QB 1038 - W. A. Sherratt Ltd. V. John Bromley (church Stretton) Ltd. [1981 W. No. 420] [Court Of Appeal]'. The search results are filtered by 'All'.

◆ “Search within Results” uses Boolean logic for greatest flexibility in searching

◆ All search terms used to refine search are also highlighted in case view pages

● Mr. Waters's difficulty is that the society's only interest was that of a **secured creditor** who has fully recovered all that it was entitled to recover under the **mortgage**. When it discovered the fraud, it could and did affirm the **mortgage** and proceed to enforce its rights as **mortgagee**. Mr. Zelin for the C.P.S. pointed out that the society could have sought **foreclosure** and by that route become the absolute owner of the **mortgaged** property. However, it may be doubted whether that was a realistic possibility today, given the power of the court to order sale under section 91(2) of the Law of Property Act 1925 (and see the comments of Sir Donald Nicholls V.-C. in *Palk v. Mortgage Services Funding Plc.* [1993] Ch. 330, 336 on the rarity of **foreclosure** actions). Or it could have exercised a right inconsistent with the affirmation of the **mortgage**, that is to say, to seek the setting aside of the **mortgage**, obtained as it was by fraud. It might then have claimed in equity that it remained the owner of the moneys advanced and traced those moneys into the flat and the sale proceeds, or it might have made a common law claim for money had and received to the society's use. Mr. Waters accepts that the **mortgage** was voidable by the fraud, not void, and, absent avoidance, it cannot assert a property right.

Mr. Waters submits that there were two further remedies available to the society, neither of them inconsistent with the affirmation of the **mortgage**. One was to sue in tort, claiming damages for deceit. He points