

Question

What constitutes "fraud on the court" in Texas, and what are the available remedies if proven in a divorce proceeding?

Answer (Texas)

Short response

In Texas, "fraud on the court" in divorce proceedings generally refers to extrinsic fraud—wrongful conduct by one party that prevents the other from fully presenting their case or defenses, such as concealing assets or preventing notice of the proceedings. If proven, remedies may include setting aside the judgment through a bill of review, awarding a greater share of the community estate to the wronged spouse, invalidating fraudulent agreements, and, in some cases, awarding attorney's fees or sanctions.

Summary

Texas law distinguishes between intrinsic and extrinsic fraud, with only extrinsic fraud—fraud that prevents a party from having a fair opportunity to present their case—supporting a claim of "fraud on the court" sufficient to set aside a divorce judgment. In the context of divorce, this often involves one spouse concealing material facts or assets, or otherwise depriving the other spouse of the ability to participate meaningfully in the proceedings.

If extrinsic fraud is established, the primary remedies include setting aside the judgment via a bill of review, redistributing the community estate to compensate the defrauded spouse, and, in some cases, awarding attorney's fees or sanctions. However, Texas courts do not recognize an independent tort action for fraud on the community in divorce; the remedy is through equitable adjustment of the property division, not through separate tort damages or exemplary damages.

Background and Relevant Law

Legislative and Regulatory Framework

No specific Texas statute directly defines "fraud on the court" in divorce proceedings. Instead, the concept is developed through case law, particularly in the context of equitable remedies such as the bill of review, which allows courts to set aside final judgments under certain circumstances, including extrinsic fraud.

Case Law

Distinction Between Intrinsic and Extrinsic Fraud

Texas courts consistently distinguish between intrinsic and extrinsic fraud in the context of attacking final judgments. Intrinsic fraud involves fraudulent acts that pertain to issues actually litigated or that could have been litigated in the original proceeding, such as perjured testimony or forged documents. Extrinsic fraud, by contrast, involves conduct that prevents a party from presenting their case or defenses—such as being kept unaware of the suit, being prevented from attending court, or being misled about the proceedings.

Only extrinsic fraud supports a bill of review to set aside a judgment. This principle is established in numerous authorities, including:

- [Montgomery v. Kennedy](#), 669 S.W.2d 309, 312–13 (Tex. 1984)
- [S.C. v. M.B.](#), 650 S.W.3d 428, 438 n.10 (Tex. 2022)
- [Tice v. City of Pasadena](#), 767 S.W.2d 700, 702 (Tex. 1989)
- [King Ranch, Inc. v. Chapman](#), 118 S.W.3d 742, 752 (Tex. 2003)
- [In re Beamon](#), 05-25-00266-CV (Tex. App. Jun 03, 2025)
- [Ince v. Ince](#), 58 S.W.3d 187, 193 (Tex. App. 2001)
- [Rathmell v. Morrison](#), 732 S.W.2d 6, 13 (Tex. App. 1987)
- [Wright v. Wright](#), 699 S.W.2d 620, 622 (Tex. App. 1985)
- [Edwards v. Edwards](#), 651 S.W.2d 940, 942 (Tex. App. 1983)
- [Rylee v. McMorrough](#), 616 S.W.2d 649, 652 (Tex. Ct. App. 1981)
- [Schnautz v. Stelfox](#), 235 S.W.2d 473, 475 (Tex. Ct. App. 1950)
- [Warne v. Jackson](#), 273 S.W. 315, 317 (Tex. App. 1925)

The Texas Supreme Court in [Montgomery v. Kennedy](#) and [S.C. v. M.B.](#) reaffirmed that only extrinsic fraud—fraud that prevents a party from presenting their case—can justify setting aside a judgment via bill of review.

Examples of Extrinsic Fraud

Extrinsic fraud may include:

- Concealing the existence of the suit or failing to provide notice, thus preventing a party from appearing ([Ince v. Ince](#), 58 S.W.3d 187 (Tex. App. 2001); [Forney v. Jorrie](#), 511 S.W.2d 379 (Tex. Ct. App. 1974))
- Fraudulently inducing a party to sign a mediated settlement agreement (MSA) or other legal document, thereby depriving them of the opportunity to assert their rights ([In re Penafiel](#), 633 S.W.3d 36 (Tex. App. 2021))
- Concealing material facts or assets, especially in the context of a fiduciary relationship between spouses, which prevents the other spouse from asserting their rights at trial ([Vickery v. Vickery](#), 999 S.W.2d 342 (Tex. 1999); [Montgomery v. Kennedy](#), 669 S.W.2d 309 (Tex. 1984))

Intrinsic fraud, such as perjury or the use of fraudulent documents that were or could have been challenged in the original proceeding, does not support a

bill of review ([Tice v. City of Pasadena](#), 767 S.W.2d 700 (Tex. 1989); [King Ranch, Inc. v. Chapman](#), 118 S.W.3d 742 (Tex. 2003)).

Fraud on the Community

In divorce proceedings, Texas courts recognize the concept of "fraud on the community," which refers to wrongful acts by one spouse that deprive the other of their interest in the community estate. This can be actual fraud (intentional deception) or constructive fraud (breach of fiduciary duty, such as disposing of community property without the other spouse's knowledge or consent).

Key authorities include:

- [Schlueter v. Schlueter](#), 975 S.W.2d 584, 588-90 (Tex. 1998)
- [Loaiza v. Loaiza](#), 130 S.W.3d 894, 900 (Tex. App. 2004)
- [Caldwell v. Quaid](#), 14-24-00071-CV (Tex. App. Jun 27, 2024)
- [Marriage of DeVine, Matter of](#), 869 S.W.2d 415, 424-25 (Tex. App. 1993)
- [Belz v. Belz](#), 667 S.W.2d 240, 247 (Tex. App. 1984) (declined to follow in part by [Schlueter v. Schlueter](#), 929 S.W.2d 94 (Tex. App. 1996)—see below)

A presumption of constructive fraud arises when one spouse disposes of community property without the other's knowledge or consent, shifting the burden to the disposing spouse to prove the fairness of the transaction ([Loaiza v. Loaiza](#), 130 S.W.3d 894 (Tex. App. 2004); [Marriage of DeVine, Matter of](#), 869 S.W.2d 415 (Tex. App. 1993)).

Remedies for Fraud on the Court in Divorce

If extrinsic fraud is proven, the primary remedy is to set aside the judgment through a bill of review ([Montgomery v. Kennedy](#), 669 S.W.2d 309 (Tex. 1984); [S.C. v. M.B.](#), 650 S.W.3d 428 (Tex. 2022)). The requirements for a successful bill of review are:

1. The petitioner must have a meritorious defense to the original action.
2. The petitioner was prevented from making that defense by the fraud, accident, or wrongful act of the opposing party.
3. The petitioner's failure to present the defense was unmixed with any fault or negligence of their own ([Biggs v. Biggs](#), 553 S.W.2d 207 (Tex. Ct. App. 1977); [Forney v. Jorrie](#), 511 S.W.2d 379 (Tex. Ct. App. 1974); [Hill v. Steinberger](#), 827 S.W.2d 58 (Tex. App. 1992)).

In the context of fraud on the community, the court may award the wronged spouse a greater share of the community estate to compensate for their lost interest ([Schlueter v. Schlueter](#), 975 S.W.2d 584 (Tex. 1998); [Caldwell v. Quaid](#), 14-24-00071-CV (Tex. App. Jun 27, 2024); [Marriage of DeVine, Matter of](#), 869 S.W.2d 415 (Tex. App. 1993)). The court may also invalidate fraudulent agreements, such as MSAs, and award attorney's fees or sanctions ([In re Penafiel](#), 633 S.W.3d 36 (Tex. App. 2021); [Ortmann v. Ortmann](#), 999 S.W.2d 85 (Tex. App. 1999)).

However, Texas courts do not recognize an independent tort action for fraud on the community in divorce proceedings, and exemplary damages are not available for such claims ([Schlueter v. Schlueter, 975 S.W.2d 584 \(Tex. 1998\)](#); [In re Marriage of Notash, 118 S.W.3d 868 \(Tex. App. 2003\)](#)). The remedy is through equitable adjustment of the property division.

Administrative Decisions and Secondary Materials

Administrative and secondary sources confirm the above principles, emphasizing that constructive fraud arises from breach of fiduciary duty between spouses and that the remedy is an equitable adjustment of the property division, not a separate tort action (Marriage Dissolution (2022-05-05)).

Analysis

What Constitutes "Fraud on the Court" in Texas Divorce Proceedings

"Fraud on the court" in Texas divorce proceedings is synonymous with extrinsic fraud—wrongful conduct by one party that prevents the other from fully participating in the litigation or asserting their rights. This includes, but is not limited to:

- Concealing the existence of the suit or failing to provide notice, thus depriving a party of the opportunity to appear and defend ([Ince v. Ince, 58 S.W.3d 187 \(Tex. App. 2001\)](#); [Forney v. Jorrie, 511 S.W.2d 379 \(Tex. Ct. App. 1974\)](#))
- Fraudulently inducing a party to sign a settlement agreement or other legal document, thereby depriving them of the opportunity to assert their rights ([In re Penafiel, 633 S.W.3d 36 \(Tex. App. 2021\)](#))
- Concealing material facts or assets, especially in the context of a fiduciary relationship between spouses, which prevents the other spouse from asserting their rights at trial ([Vickery v. Vickery, 999 S.W.2d 342 \(Tex. 1999\)](#); [Montgomery v. Kennedy, 669 S.W.2d 309 \(Tex. 1984\)](#))

Intrinsic fraud, such as perjury or the use of fraudulent documents that were or could have been challenged in the original proceeding, does not support a bill of review ([Tice v. City of Pasadena, 767 S.W.2d 700 \(Tex. 1989\)](#); [King Ranch, Inc. v. Chapman, 118 S.W.3d 742 \(Tex. 2003\)](#)).

Remedies if Fraud on the Court is Proven

Bill of Review

The primary remedy for extrinsic fraud is a bill of review, an equitable proceeding that allows a court to set aside a final judgment if the petitioner can show:

1. A meritorious defense to the original action.
2. That they were prevented from making that defense by the fraud, accident, or wrongful act of the opposing party.
3. That their failure to present the defense was unmixed with any fault or negligence of their own ([Biggs v. Biggs, 553 S.W.2d 207 \(Tex. Ct. App. 1977\)](#); [Forney v. Jorrie, 511 S.W.2d 379 \(Tex. Ct. App. 1974\)](#); [Hill v. Steinberger, 827 S.W.2d 58 \(Tex. App. 1992\)](#)).

If successful, the court may set aside the original judgment and allow the case to be retried on the merits.

Equitable Adjustment of Property Division

In cases of fraud on the community, the court may award the wronged spouse a greater share of the community estate to compensate for their lost interest ([Schlueter v. Schlueter, 975 S.W.2d 584 \(Tex. 1998\)](#); [Caldwell v. Quaid, 14-24-00071-CV \(Tex. App. Jun 27, 2024\)](#); [Marriage of DeVine, Matter of, 869 S.W.2d 415 \(Tex. App. 1993\)](#)). The court may also invalidate fraudulent agreements, such as MSAs, and award attorney's fees or sanctions ([In re Penafiel, 633 S.W.3d 36 \(Tex. App. 2021\)](#); [Ortmann v. Ortmann, 999 S.W.2d 85 \(Tex. App. 1999\)](#)).

No Independent Tort Action or Exemplary Damages

Texas courts do not recognize an independent tort action for fraud on the community in divorce proceedings, and exemplary damages are not available for such claims ([Schlueter v. Schlueter, 975 S.W.2d 584 \(Tex. 1998\)](#); [In re Marriage of Notash, 118 S.W.3d 868 \(Tex. App. 2003\)](#)). The remedy is through equitable adjustment of the property division.

Attorney's Fees and Sanctions

In some cases, courts have awarded attorney's fees and sanctions as part of the remedy for fraud on the court ([In re Penafiel, 633 S.W.3d 36 \(Tex. App. 2021\)](#); [Ortmann v. Ortmann, 999 S.W.2d 85 \(Tex. App. 1999\)](#)).

Burden of Proof and Presumptions

When one spouse disposes of community property without the other's knowledge or consent, a presumption of constructive fraud arises, shifting the burden to the disposing spouse to prove the fairness of the transaction

([Loaiza v. Loaiza](#), 130 S.W.3d 894 (Tex. App. 2004); [Marriage of DeVine, Matter of](#), 869 S.W.2d 415 (Tex. App. 1993)).

Negative and Subsequent Treatment

Some authorities have been subject to negative or limiting treatment:

- [Belz v. Belz](#), 667 S.W.2d 240 (Tex. App. 1984) was declined to follow in part by [Schlueter v. Schlueter](#), 929 S.W.2d 94 (Tex. App. 1996), particularly regarding the availability of personal judgments and the scope of remedies. However, the core principle that fraud on the community justifies an unequal division of property remains valid.
- [Ince v. Ince](#), 58 S.W.3d 187 (Tex. App. 2001) was overruled by [Ramsey v. State](#), 249 S.W.3d 568 (Tex. App. 2008) on unrelated grounds, so its discussion of extrinsic fraud remains persuasive.
- [Rathmell v. Morrison](#), 732 S.W.2d 6 (Tex. App. 1987) was criticized in [Turner v. Precision Surgical, L.L.C.](#), 274 S.W.3d 245 (Tex. App. 2008), but its distinction between extrinsic and intrinsic fraud is consistent with later Supreme Court authority.

Exceptions and Caveats

- Only extrinsic fraud supports a bill of review; intrinsic fraud, even if egregious, does not ([Tice v. City of Pasadena](#), 767 S.W.2d 700 (Tex. 1989); [King Ranch, Inc. v. Chapman](#), 118 S.W.3d 742 (Tex. 2003)).
- The petitioner must show that their inability to present their case was not due to their own fault or negligence ([Edwards v. Edwards](#), 651 S.W.2d 940 (Tex. App. 1983); [Rylee v. McMorrough](#), 616 S.W.2d 649 (Tex. Ct. App. 1981)).
- The remedy is equitable and discretionary; courts may deny relief if the petitioner fails to meet the strict requirements for a bill of review ([Boley v. Boley](#), 506 S.W.2d 934 (Tex. Ct. App. 1974)).
- Statutes of limitations may bar certain claims for damages, but not equitable relief via bill of review if extrinsic fraud is proven ([Oliver v. Oliver](#), 889 S.W.2d 271 (Tex. 1994)).

Conclusion

In Texas divorce proceedings, "fraud on the court" is established by showing extrinsic fraud—wrongful conduct that prevents a party from fully presenting their case or defenses, such as concealing assets or failing to provide notice of the proceedings. If proven, the primary remedies are setting aside the judgment through a bill of review and awarding a greater share of the community estate to the wronged spouse. Texas law does not permit an independent tort action or exemplary damages for fraud on the community; the remedy is through equitable adjustment of the property division. The burden of proof may shift to the spouse accused of fraud, and courts may also award attorney's fees or sanctions in appropriate cases. The law in this area is well-settled, with the distinction between extrinsic and intrinsic fraud being central to the availability of relief.

Legal Authorities

[Schlueter v. Schlueter, 975 S.W.2d 584 \(Tex. 1998\)](#)

Texas Supreme Court

Extract

Texas recognizes the concept of fraud on the community, which is a wrong by one spouse that the court may consider in its division of the estate of the parties and that may justify an unequal division of the property. See *Belz v. Belz*, 667 S.W.2d 240, 247 (Tex.App.--Dallas 1984, writ ref'd n.r.e.). As the court in *Belz* aptly described it: [A] claim of fraud on the community is a means to an end, either to recover specific property wrongfully conveyed, ... or ... to obtain a greater share of the community estate upon divorce, in order to compensate the wronged spouse for his or her lost interest in the community estate.

Summary

The passage from the *Schlueter v. Schlueter* case provides insight into what constitutes "fraud on the community" in Texas. It is described as a wrong by one spouse that can influence the division of the community estate, potentially leading to an unequal division to compensate the wronged spouse. The passage also clarifies that the remedy for such fraud is not an independent tort action but rather an adjustment in the division of the community estate.

[Ortmann v Ortmann, 999 S.W.2d 85 \(Tex. App. 1999\)](#)

Texas Court of Appeals

Extract

On June 25, 1996, a hearing was conducted and the trial court subsequently ordered that Ortmann pay Brown \$30,000 for fraud on the estate and waste of community assets unless Ortmann could properly account for \$30,000 that he had presumably received as settlement funds from a lawsuit filed in El Paso in 1992. On October 4, 1996, the court entered a consent divorce decree granting judgment against Ortmann for \$20,000 for fraud on the community estate and waste of community assets, and awarding \$10,000 in attorney's fees to Brown.

Summary

N example of a court finding fraud on the community estate in a divorce proceeding, where the court ordered a monetary judgment against one party for failing to account for settlement funds. This indicates that fraud on the court in the context of divorce can involve misrepresentation or failure to

disclose financial assets, leading to a judgment for damages and attorney's fees.

[S.C. v. M.B., 650 S.W.3d 428 \(Tex. 2022\)](#)

Texas Supreme Court

Extract

But otherwise, the only way to obtain a 'just and right' division of the property after divorce was through a bill of review that could set aside the former judgment by establishing extrinsic fraud (whereas intrinsic fraud would be insufficient). See, e.g., *Montgomery v. Kennedy*, 669 S.W.2d 309, 313 (Tex. 1984) (extrinsic fraud for bill of review). ... Fraud is intrinsic when it involves merits issues that can be ferreted out in litigation. *King Ranch, Inc. v. Chapman*, 118 S.W.3d 742, 752 (Tex. 2003). This includes some rather despicable behavior like perjury, using fraudulent evidence, and hiding evidence. *Id.* On the other hand, fraud is extrinsic when it denies a party the opportunity to litigate its claim or defenses because of actions outside the court proceedings.

Summary

Only extrinsic fraud can be used to set aside a divorce judgment through a bill of review, which is a remedy available in Texas.

[Vickery v. Vickery, 999 S.W.2d 342 \(Tex. 1999\)](#)

Texas Supreme Court

Extract

The supreme court has held that a fiduciary's concealment of material facts, used to induce an agreed or uncontested judgment, that prevents a party from presenting his legal right at trial, constitutes extrinsic fraud. *Montgomery*, 669 S.W.2d at 313. Helen asserts Glenn concealed from her his real reason for wanting a divorce, as well as the fact that June Wright offered to settle her malpractice suit for policy limits before Helen signed the divorce decree. We conclude the evidence is legally and factually sufficient to support a finding of extrinsic fraud.

Summary

The passage from the *Vickery v. Vickery* case provides a clear definition of what constitutes extrinsic fraud in Texas. It specifies that the concealment of material facts by a fiduciary, which prevents a party from presenting their legal rights at trial, is considered extrinsic fraud. This is directly relevant to understanding what might constitute "fraud on the court" in a divorce

proceeding. The case also illustrates an example where such fraud was found, providing a practical application of the legal principle.

[Belz v. Belz, 667 S.W.2d 240 \(Tex. App. 1984\)](#)

Texas Court of Appeals

Extract

In the context of a divorce and property division, fraud on the community is a wrong by one spouse which the court may consider in its division of the estate of the parties and which may justify an unequal division of the property. Furthermore, as we have stated earlier in this opinion, the court may render a personal judgment against one spouse in order to effect an equitable distribution of the property and as a means to recoup for the defrauded spouse the value of property lost from the estate, by reason of the wrongful acts of the other spouse.

Summary

In Texas, "fraud on the community" in the context of divorce refers to wrongful acts by one spouse that deplete the community estate. This is not a separate cause of action but is considered during the division of property in a divorce. The court may use this as a basis to justify an unequal division of property or to render a personal judgment against the offending spouse to recoup the value lost from the estate. This indicates that the remedy for such fraud is primarily through the equitable division of property rather than a standalone legal action.

[Montgomery v. Kennedy, 669 S.W.2d 309 \(Tex. 1984\)](#)

Texas Supreme Court

Extract

In relation to attacks on final judgments, fraud is classified as either extrinsic or intrinsic. Only extrinsic fraud will entitle petitioners to bill of review relief. *Alexander v. Hagedorn*, Id. at 574, 226 S.W.2d at 1001. ... From the earliest times, this court has written that, in the context of a fiduciary's duty of full disclosure, in a suit to partition or divide assets, the fraudulent concealment of an asset is extrinsic fraud that will justify a court in setting aside its former judgment in an equitable proceeding. *Wright v. Wright*, 7 Tex. 526, 533-34 (1852).

Summary

The passage distinguishes between extrinsic and intrinsic fraud in the context of attacking final judgments. It specifies that only extrinsic fraud,

which is collateral to the matter tried and not an issue that could have been litigated in the original action, can justify a bill of review to set aside a judgment. The passage further clarifies that in the context of a fiduciary relationship, such as in divorce proceedings involving asset division, the fraudulent concealment of an asset is considered extrinsic fraud. This provides a basis for setting aside a judgment if proven.

[Marriage of DeVine, Matter of, 869 S.W.2d 415 \(Tex. App. 1993\)](#)

Texas Court of Appeals

Extract

In the present case, the jury was instructed in accord with the following pattern jury charges. A spouse commits [actual] fraud if that spouse transfers community property or expends community funds for the primary purpose of depriving the other spouse of the use and enjoyment of the assets involved in the transaction. Such fraud involves dishonesty of purpose or an intent to deceive. A relationship of confidence and trust exists between a husband and wife with regard to that portion of the community property that each controls. This relationship requires that the spouses use the utmost good faith and frankness in their dealings with each other. Because of the nature of the spousal relationship, conduct of a spouse affecting the property rights of the other spouse may be fraudulent even though identical conduct would not be fraudulent as between non-spouses. ... A presumption of constructive fraud arises where one spouse disposes of the other spouse's interest in community property without the other's knowledge or consent. *Mazique v. Mazique*, 742 S.W.2d at 808; *Jackson v. Smith*, 703 S.W.2d 791, 795 (Tex.App.--Dallas 1985, no writ); *Carnes v. Meador*, 533 S.W.2d at 370. The burden of proof then shifts to the disposing spouse to prove the fairness of the disposition of the other spouse's one-half community ownership. ... We know of no precedent in Texas for allowing one spouse to sue the other in tort for common law fraud, as a separate cause of action, based upon a depletion of the community estate prior to dissolution of the community estate, either by divorce or the death of one of the spouses. Rather, a claim of fraud on the community is a means to an end, either to recover specific property wrongfully conveyed, to recover, after the death of the donor spouse, from the donee the value of inter vivos gifts made by a spouse in fraud of the other's rights, or, as here, to obtain a greater share of the community estate upon divorce, in order to compensate the wronged spouse for his or her lost interest in the community estate. In the context of a divorce and property division, fraud on the community is a wrong by one spouse which the court may consider in its division of the estate of the parties and which may justify an unequal division of the property.

Summary

In Texas, "fraud on the community" in a divorce proceeding involves a spouse transferring or expending community property with the intent to deprive the other spouse of its use and enjoyment. This is considered

fraudulent due to the trust and confidence inherent in the marital relationship. A presumption of constructive fraud arises if one spouse disposes of community property without the other's knowledge or consent, shifting the burden of proof to the disposing spouse. Remedies for such fraud include recovering wrongfully conveyed property or obtaining a greater share of the community estate upon divorce to compensate for the lost interest. The court may consider this fraud when dividing the estate, potentially justifying an unequal division of property.

[King Ranch, Inc. v. Chapman, 118 S.W.3d 742, 2003 WL 22025017 \(Tex. 2003\)](#)

Texas Supreme Court

Extract

Fraud in relation to attacks on final judgments is either extrinsic or intrinsic. Only extrinsic fraud will support a bill of review. *Tice v. City of Pasadena*, 767 S.W.2d 700, 702 (Tex.1989). Extrinsic fraud is fraud that denied a party the opportunity to fully litigate at trial all the rights or defenses that could have been asserted. *Id.* Intrinsic fraud, by contrast, relates to the merits of the issues that were presented and presumably were or should have been settled in the former action. *Id.* Within that term are included such matters as fraudulent instruments, perjured testimony, or any matter which was actually presented to and considered by the trial court in rendering the judgment assailed. *Id.* Such fraud will not support a bill of review, because each party must guard against adverse findings on issues directly presented. *Id.*; *Alexander*, 226 S.W.2d at 998.

Summary

In Texas, fraud on the court in the context of attacking final judgments is categorized into extrinsic and intrinsic fraud. Extrinsic fraud, which prevents a party from fully litigating their case, is the type that can support a bill of review. Intrinsic fraud, which involves issues that were or should have been addressed in the original trial, does not support a bill of review. This distinction is crucial in determining the available remedies in legal proceedings, such as divorce cases.

[Cooper v. Cooper, 260 S.W. 679 \(Tex. App. 1924\)](#)

Texas Court of Appeals

Extract

No provision is made under the statutes of Texas for a new trial after the expiration of the term at which the judgment assailed was rendered. The law has provided rules for new trials at the term at which a judgment is

rendered, and that legal remedy is lost by a party who has not availed himself of it in the manner and at the time prescribed by law. When the term ends the case is effectually ended, and there can be no such thing as another trial at law, but under certain circumstances, such as where there has been fraud and a person has been deprived of his rights, through no fault of his own, but has used due diligence to preserve them, courts of equity, in the due exercise of their discretionary powers, may grant relief by re-examining the case upon its merits and rendering such aid as may be proper and necessary to protect rights jeopardized by the judgment in the court of law.

Summary

In Texas, once the term at which a judgment is rendered has expired, a new trial cannot be granted under statutory law. However, if there has been fraud that deprived a person of their rights, and they have used due diligence to preserve those rights, courts of equity may intervene. This intervention allows the court to re-examine the case on its merits and provide necessary relief to protect the rights affected by the judgment. This indicates that "fraud on the court" can be a basis for equitable relief even after the statutory period for a new trial has expired.

[Edwards v. Edwards, 651 S.W.2d 940 \(Tex. App. 1983\)](#)

Texas Court of Appeals

Extract

Texas law is clear that in order for this court to vacate the judgment the husband must show 'extrinsic fraud', which is fraud in the means whereby the wife procured the judgment below. The fraud complained of must be perpetrated by the wife, operating to prevent the husband from knowing about his defenses or from having a fair opportunity of presenting them upon trial. *Rylee v. McMorrough*, 616 S.W.2d 649 (Tex.Civ.App.--Houston [14th Dist.] 1981, no writ). *Rylee* requires a husband who wishes to complain of fraud to show that there was no fault or negligence committed by him, in connection with the other party's fraudulent act. The husband has done so here.

Summary

Definition of "extrinsic fraud" in the context of Texas law, particularly in divorce proceedings. It specifies that extrinsic fraud involves fraudulent actions by one party that prevent the other party from knowing about their defenses or having a fair opportunity to present them at trial. The passage also references a requirement from a previous case, *Rylee v. McMorrough*, which states that the complaining party must show that they were not at fault or negligent in connection with the fraudulent act. This information is directly relevant to understanding what constitutes "fraud on the court" in

Texas divorce proceedings and the conditions under which a judgment may be vacated.

[Warne v. Jackson, 273 S.W. 315 \(Tex. App. 1925\)](#)

Texas Court of Appeals

Extract

It has often, indeed, been declared by this court that the fraud which entitles a party to impeach the judgment of one of our own tribunals must be fraud extrinsic to the matter tried in the cause, and not merely consist in false and fraudulent documents or testimony submitted to that tribunal, and the truth of which was contested before it and passed upon by it.

Summary

For a party to successfully claim "fraud on the court" in Texas, the fraud must be extrinsic to the matter tried. This means it must involve deception that prevents a party from fully presenting their case, rather than simply involving false testimony or documents that were already considered by the court. The passage also implies that diligence in discovering the fraud is necessary for setting aside a judgment. This suggests that if a party was unable to discover the fraud despite reasonable efforts, they may have grounds to seek relief.

[Oliver v. Oliver, 889 S.W.2d 271 \(Tex. 1994\)](#)

Texas Supreme Court

Extract

The issue in this divorce case is whether the statute of limitations bars a counterclaim for fraud. The trial court, disregarding the jury's finding of fraud, rendered a take-nothing judgment on the counterclaim, and the court of appeals affirmed... Thirty days later, Rita filed an answer and counterclaim claiming that the 1979 divorce decree had been obtained through fraud, misrepresentation, and breach of fiduciary duty. Rita sought damages equal to her share of the community property that would have been acquired while the couple resided in New Mexico absent the secret divorce. In response, Sam asserted a statute of limitations defense. The jury found that Sam had defrauded Rita as to their status as husband and wife, awarding \$500,000 to compensate Rita for this fraud.

Summary

The passage discusses a case where fraud was claimed in a divorce proceeding, specifically that a divorce decree was obtained through fraud,

misrepresentation, and breach of fiduciary duty. The jury found fraud and awarded damages, but the trial court's judgment was influenced by the statute of limitations. This indicates that fraud in divorce proceedings can lead to claims for damages, but such claims may be subject to limitations defenses.

[In the Matter of the Marriage of Ham, 59 S.W.3d 326 \(Tex. App. 2001\)](#)

Texas Court of Appeals

Extract

The fraud alleged in a bill of review must be extrinsic and collateral to the issues in the underlying action. See *Alexander v. Hagedorn*, 148 Tex. 565, 226 S.W.2d 996 (1950); 5 Roy W. McDonald & Elaine A. Carlson, Texas Civil Practice § 29:14. Examples include preventing a party from attending court by fraudulently failing to serve a defendant with personal service in order to obtain judgment without actual notice, *Forney v. Jorrie*, 511 S.W.2d 379 (Tex. Civ. App. San Antonio 1974, writ ref'd n.r.e.), and failing to disclose to the court that a party is incompetent so a guardian ad litem could be appointed, *Miller v. Miller* 487 S.W.2d 382 (Tex. Civ. App. Fort Worth 1972, writ ref'd n.r.e.).

Summary

The passage provides examples of what constitutes "fraud on the court" in Texas, specifically noting that the fraud must be extrinsic and collateral to the issues in the underlying action. It cites specific cases where such fraud was identified, such as failing to serve a defendant properly or not disclosing a party's incompetence. This information is directly relevant to understanding what constitutes fraud on the court in Texas.

[Hill v. Steinberger, 827 S.W.2d 58 \(Tex. App. 1992\)](#)

Texas Court of Appeals

Extract

Rule 329b(f) of the Texas Rules of Civil Procedure provides: 'On the expiration of the time within which the trial court has plenary power, a judgment cannot be set aside by the trial court except by bill of review for sufficient cause, filed within the time allowed by law.' TEX.R.CIV.P. 329b(f). Although the term 'sufficient cause' is not defined by the rules, the Texas Supreme Court has set out what a petitioner must allege and prove in order to invoke a bill of review and set aside a final judgment. The petitioner must allege and prove: 1) a meritorious defense to the cause of action alleged to support the judgment, 2) which she was prevented from making by the

fraud, accident, or wrongful act of the opposing party, 3) unmixed with any fault or negligence of her own.

Summary

In Texas, to set aside a final judgment due to "fraud on the court," a petitioner must file a bill of review. The petitioner must demonstrate a meritorious defense that was prevented by the opposing party's fraud, accident, or wrongful act, without any fault or negligence on the petitioner's part. This is applicable in various cases, including divorce proceedings, where a final judgment is challenged.

[Caldwell v. Quaid, 14-24-00071-CV \(Tex. App. Jun 27, 2024\)](#)

Texas Court of Appeals

Extract

Constructive fraud, by its nature, entailed appellant 'wrongfully deplet[ing] the community estate of assets without [appellee]'s knowledge or consent.' *Boothe v. Boothe*, 681 S.W.3d 916, 924 (Tex. App.-Houston [14th Dist.] 2023, no pet.). ... we find the analogy is not fitting as the remedy the trial court carried out for constructive fraud (i.e., awarding appellee a correspondingly greater share of the community estate) was meant to remedy the harm appellant allegedly inflicted on appellee's rights. ... asserting 'fraud on the community [occurred] is a means to an end,' such as to 'compensate the wronged spouse for his or her lost interest in the community estate'.

Summary

Constructive fraud in Texas divorce proceedings involves the wrongful depletion of community estate assets without the other spouse's knowledge or consent. The remedy for such fraud is to compensate the wronged spouse by awarding them a greater share of the community estate to address the harm caused by the fraudulent actions. This aligns with the broader legal principle of compensating a spouse for their lost interest in the community estate due to fraud.

[Ince v. Ince, 58 S.W.3d 187 \(Tex. App. 2001\)](#)

Texas Court of Appeals

Extract

Fraud, as it applies to attacks upon final judgment, may be either intrinsic or extrinsic. Intrinsic fraud relates to issues that were presented and resolved- or could have been resolved in the former action. Fraudulent instruments and perjured testimony are considered intrinsic fraud because these are

matters presented to and considered by the court in the original proceeding. *Tice v. City of Pasadena*, 767 S.W.2d 700, 702 (Tex. 1989). Extrinsic fraud, on the other hand, is wrongful conduct practiced outside of the adversary trial such as keeping a party away from court, making false promises of compromise, denying a party knowledge of the suit that affects the manner in which the judgment is procured. *Alexander v. Hagedorn*, 226 S.W.2d 996, 1002 (Tex. 1950). Only extrinsic fraud supports a bill of review. *Tice*, 767 S.W.2d at 702.

Summary

The passage distinguishes between intrinsic and extrinsic fraud in the context of attacking final judgments in Texas. Intrinsic fraud involves issues that were or could have been resolved in the original proceeding, such as fraudulent instruments and perjured testimony. Extrinsic fraud involves wrongful conduct outside the trial, such as preventing a party from attending court or denying knowledge of the suit. Only extrinsic fraud can support a bill of review, which is a remedy to challenge a final judgment.

[*Schnautz v. Stelfox*, 235 S.W.2d 473 \(Tex. Ct. App. 1950\)](#)

Texas Civil Court of Appeals

Extract

'Fraud is classified as intrinsic or extrinsic. Included in the term 'intrinsic fraud' are false testimony, fraudulent instruments, and any fraudulent matter that was presented and considered in rendering judgment. Intrinsic fraud does not furnish a ground, in an independent suit brought for that purpose, for setting aside a judgment. Fraud must be extrinsic to justify the setting aside of a judgment, and must be collateral to the matter tried, and not something which was actually or potentially in issue in the trial; unless the presentation of such defense was prevented by fraud, accident, or act of the opposing party, without fault or negligence of the party against whom the judgment was rendered.'

Summary

The passage distinguishes between intrinsic and extrinsic fraud. Intrinsic fraud involves false testimony or fraudulent documents that were considered in the original judgment and does not provide grounds for setting aside a judgment. Extrinsic fraud, however, is collateral to the matter tried and can justify setting aside a judgment if it prevented the presentation of a defense without fault or negligence of the party against whom the judgment was rendered. This distinction is crucial in determining what constitutes "fraud on the court" in Texas and the potential remedies available.

[*Boley v. Boley*, 506 S.W.2d 934 \(Tex. Ct. App. 1974\)](#)

Texas Civil Court of Appeals

Extract

A bill of review is an equitable remedy to set aside a judgment solemnly rendered by a court of competent jurisdiction. It is not available unless a party seeking such remedy brings himself within the narrow and unbending requirements for such relief. ... In the first place, the fraud here portrayed is intrinsic in kind rather than extrinsic... The rule supported by the overwhelming weight of authority is that fraud as a ground for vacating a judgment must be 'what is known as 'extrinsic' fraud, that is, fraud in the means whereby the judgment was procured, and not fraud in the cause of action or matter put in issue and presented for adjudication...'

Summary

In Texas, for a judgment to be set aside on the grounds of fraud, the fraud must be "extrinsic" rather than "intrinsic." Extrinsic fraud refers to fraud that affects the means by which the judgment was procured, rather than fraud related to the issues presented in the case. The passage also mentions that a bill of review is an equitable remedy available under narrow conditions to set aside a judgment.

[Biggs v. Biggs, 553 S.W.2d 207 \(Tex. Ct. App. 1977\)](#)

Texas Civil Court of Appeals

Extract

A bill of review is an equitable proceeding in which the moving party must allege and prove: (1) a meritorious defense to the cause of action alleged to support the judgment, (2) which he was prevented from making by the fraud, accident or wrongful act of the opposite party, (3) unmixed with any fault or negligence of his own. *Alexander v. Hagedorn*, 148 Tex. 565, 568, 226 S.W.2d 996, 998 (1950). Only extrinsic fraud will entitle a complainant to relief by bill of review. Intrinsic fraud does not furnish a ground for setting aside a judgment in an independent suit brought for that purpose. *Alexander v. Hegedorn*, 148 Tex. at 574, 226 S.W.2d at 1001.

Summary

Clear definition of what constitutes fraud that can be addressed by a bill of review in Texas. It distinguishes between extrinsic fraud, which can be grounds for a bill of review, and intrinsic fraud, which cannot. This distinction is crucial in understanding what constitutes "fraud on the court" in the context of Texas law. The passage also outlines the requirements for a bill of review, which is a remedy available if extrinsic fraud is proven.

[Neill v. Neill, 386 S.W.2d 642 \(Tex. Ct. App. 1965\)](#)

Texas Civil Court of Appeals

Extract

'Fraud is classified as intrinsic or extrinsic. Included in the term 'intrinsic fraud' are false testimony, fraudulent instruments, and any fraudulent matter that was presented and considered in rendering judgment. Intrinsic fraud does not furnish a ground, in an independent suit brought for that purpose, for setting aside a judgment. Fraud must be extrinsic to justify the setting aside of a judgment, and must be collateral to the matter tried, and not something which was actually or potentially in issue in the trial; unless the presentation of such defense was prevented by fraud, accident or act of the opposing party, without fault or negligence of the party against whom the judgment was rendered.'

Summary

The passage distinguishes between intrinsic and extrinsic fraud. Intrinsic fraud involves fraudulent actions that were part of the trial process, such as false testimony or fraudulent documents, and does not provide grounds for setting aside a judgment. Extrinsic fraud, on the other hand, is fraud that is collateral to the trial and not directly related to the issues that were or could have been addressed during the trial. For a judgment to be set aside due to fraud, the fraud must be extrinsic, meaning it prevented a fair trial by keeping a party from presenting their case, without any fault or negligence on their part.

[In re Beamon, 05-25-00266-CV \(Tex. App. Jun 03, 2025\)](#)

Texas Court of Appeals

Extract

To establish that she was prevented from asserting her meritorious defense by Husband's fraud, accident, or wrongful act, Wife was required to show 'extrinsic fraud.' *Montgomery v. Kennedy*, 669 S.W.2d 309, 312 (Tex. 1984). 'Extrinsic fraud is fraud that denies a litigant the opportunity to fully litigate at trial all the rights or defenses that could have been asserted.' *PNS Stores v. Rivera*, 379 S.W.3d 267, 275 (Tex. 2012) (citing *King Ranch*, 118 S.W.3d at 752); see also *S.C. v. M.B.*, 650 S.W.3d 428, 438 n.10 (Tex. 2022) (extrinsic fraud involves conduct outside the court proceedings).

Summary

Legal definition and context for understanding what constitutes "fraud on the court" in Texas.

[Wright v. Wright, 699 S.W.2d 620 \(Tex. App. 1985\)](#)

Texas Court of Appeals

Extract

I am further convinced that the fraud complained of by appellee is of the intrinsic variety and not extrinsic in nature. In order to vacate the divorce judgment for fraud practiced by appellant, appellee was required to allege such particularized conduct on the part of appellant as prevented appellee either from knowing about her rights or defense, or from obtaining a fair opportunity to present them at a trial. If the conduct alleged to be fraud consisted of any matter which was actually presented to and considered by the trial court in rendering the judgment under attack, such fraud, if it be fraud, is intrinsic and not extrinsic. *Alexander v. Hagedorn*, 226 S.W.2d at 1001. Appellee was not prevented from presenting her side of the case at the hearing. She in fact participated by agreement and should not now be permitted to claim otherwise.

Summary

To vacate a judgment based on fraud, the fraud must be extrinsic, meaning it must have prevented the party from knowing their rights or having a fair opportunity to present their case. In this case, the court found that the alleged fraud was intrinsic because the appellee was not prevented from participating in the trial.

[In re Marriage of Notash, 118 S.W.3d 868 \(Tex. App. 2003\)](#)

Texas Court of Appeals

Extract

Further, the Texas Supreme Court has held that, because fraud on the community is not a tort independent of the divorce, exemplary damages could not be awarded. *Schlueter*, 975 S.W.2d at 588. Therefore, no exemplary damages can be recovered because no independent tort was proven, no actual damages due to an independent tort exist, and fraud on the community is not an independent tort.

Summary

In Texas, "fraud on the community" is not considered an independent tort separate from the divorce itself. As a result, exemplary damages, which are typically awarded in cases of torts, cannot be recovered in cases of fraud on the community because it does not constitute an independent tort. This suggests that while fraud on the community may be recognized, the remedies available are limited, particularly in terms of punitive damages.

[In re Penafiel, 633 S.W.3d 36 \(Tex. App. 2021\)](#)

Texas Court of Appeals

Extract

We affirm the portions of the trial court's judgment granting the divorce and Lisa's name change. We further affirm the holdings that Alejandro fraudulently induced Lisa into signing the MSA and committed fraud against the community estate and as to the value of the community estate. And we affirm the awards to Lisa of litigation expenses as sanctions and of attorney's fees. We reverse the portions of the judgment that purported to enforce the MSA and otherwise divide the parties' marital assets and liabilities and that awarded Lisa a money judgment for fraudulent inducement. We remand for entry of a new final decree in accordance with this opinion.

Summary

The passage from "In re Penafiel" provides insight into how fraud, specifically fraudulent inducement, is treated in the context of divorce proceedings in Texas. The court found that Alejandro fraudulently induced Lisa into signing the MSA and committed fraud against the community estate. As a remedy, the court affirmed the award of litigation expenses and attorney's fees to Lisa as sanctions. The court also reversed the enforcement of the MSA and the division of marital assets and liabilities, remanding for a new final decree. This indicates that fraud on the court in Texas can lead to the invalidation of agreements like MSAs and the awarding of sanctions and attorney's fees.

[Rathmell v. Morrison, 732 S.W.2d 6 \(Tex. App. 1987\)](#)

Texas Court of Appeals

Extract

Only extrinsic fraud will entitle a complainant to relief because it is a wrongful act committed 'by the other party to the suit which has prevented the losing party either from knowing about his rights or defenses, or from having a fair opportunity of presenting them upon the trial. Such, for instance, as where he has been misled by his adversary by fraud or deception, did not know of the suit, or was betrayed by his attorney. In other words, fraud which denied him the opportunity to fully litigate upon the trial all the rights or defenses he was entitled to assert. 'Intrinsic fraud' in the procurement of a judgment is not ground, however, for vacating such judgment in an independent suit brought for that purpose. And within that term is included such matters as fraudulent instruments, perjured testimony, or any matter which was actually presented to and considered by the trial court in rendering the judgment assailed.'

Summary

Clear distinction between extrinsic and intrinsic fraud and outlines the conditions under which a judgment can be challenged.

[Tice v. City of Pasadena, 767 S.W.2d 700 \(Tex. 1989\)](#)

Texas Supreme Court

Extract

Fraud in its relation to attacks on final judgments is either extrinsic or intrinsic. Only extrinsic fraud will support a bill of review. 'Extrinsic fraud' is fraud which denied a party the opportunity to fully litigate upon the trial all the rights or defenses he was entitled to assert. 'Intrinsic fraud,' by contrast, relates to the merits of the issues which were presented and presumably were or should have been settled in the former action. Within that term are included such matters as fraudulent instruments, perjured testimony, or any matter which was actually presented to and considered by the trial court in rendering the judgment assailed. Such fraud will not support a bill of review, for each party must guard against adverse findings upon issues directly presented.

Summary

The passage distinguishes between extrinsic and intrinsic fraud in the context of attacking final judgments. Extrinsic fraud, which prevents a party from fully litigating their case, can support a bill of review. Intrinsic fraud, involving issues like perjured testimony that were considered by the court, cannot support a bill of review. This distinction is crucial in understanding what constitutes "fraud on the court" in Texas and the available remedies, such as a bill of review, which is only applicable in cases of extrinsic fraud.

[Rylee v. McMorrough, 616 S.W.2d 649 \(Tex. Ct. App. 1981\)](#)

Texas Civil Court of Appeals

Extract

In order to vacate the judgment appellant must show extrinsic fraud, which is fraud in the means whereby the judgment was procured, and not fraud in the cause of action or matter put in issue and presented for adjudication. By that is meant fraud by the other party which has prevented the losing party either from knowing about his rights or defenses, or from having a fair opportunity of presenting them upon trial. Examples include cases where one did not know of the suit or was betrayed by his attorney. *State v. Wright*, 56 S.W.2d 950 (Tex.Civ.App. Austin 1933, no writ). The fraud must be

collateral to the matter tried, and not something which was actually or potentially in issue in the trial.

Summary

"fraud on the court" in Texas requires showing extrinsic fraud. This type of fraud involves deception in the process of obtaining the judgment, not in the underlying issues of the case. It includes actions by the opposing party that prevent the losing party from being aware of their rights or defenses or from having a fair chance to present them at trial. The fraud must be external to the issues tried in court. This understanding is crucial for determining whether a judgment can be vacated due to fraud.

[Forney v. Jorrie, 511 S.W.2d 379 \(Tex. Ct. App. 1974\)](#)

Texas Civil Court of Appeals

Extract

It is well settled that before a litigant can successfully invoke a bill of review to set aside a final judgment, he must allege and prove: (1) a meritorious defense to the cause of action alleged to support the judgment; (2) which he was prevented from making by the fraud, accident or wrongful act of the opposite party; (3) unmixed with any fault or negligence of his own. *Ivy v. Carrell*, 407 S.W.2d 212 (Tex.1966); *Alexander v. Hagedorn*, 148 Tex. 565, 226 S.W.2d 996 (1950). In *Hagedorn*, it was held that only extrinsic fraud such as fraud which denied the losing party the opportunity to fully litigate upon the trial all the rights or defenses he was entitled to assert will entitle a complainant to relief by bill of review.

Summary

Requirements for a litigant to successfully invoke a bill of review to set aside a final judgment in Texas. It specifies that the fraud must be extrinsic, meaning it must have denied the losing party the opportunity to fully litigate their rights or defenses. This is relevant to understanding what constitutes "fraud on the court" in Texas, as it highlights the type of fraud that can lead to setting aside a judgment. The passage also references specific cases that establish this legal standard, indicating its general applicability in Texas law.

[Jackson v. Smith, 703 S.W.2d 791 \(Tex. App. 1985\)](#)

Texas Court of Appeals

Extract

The "fraud on the community" or "fraud on the spouse" doctrine is a judicially created concept based on the theory of

constructive fraud. *Givens v. Girard Life Insurance Company of America*, 480 S.W.2d 421, 425 (Tex.Civ.App.--Dallas 1972, writ ref'd n.r.e.). Constructive fraud is the breach of a legal or equitable duty which violates a fiduciary relationship, as exists between spouses. A presumption of constructive fraud arises where one spouse disposes of the other spouse's one-half interest in community property without the other's knowledge or consent. See *Redfearn v. Ford*, 579 S.W.2d 295, 296-97 (Tex.Civ.App.--Dallas 1979, writ ref'd n.r.e.).

Summary

"fraud on the community" or "fraud on the spouse" is a concept based on constructive fraud, which involves a breach of a fiduciary duty between spouses. This breach occurs when one spouse disposes of the other's interest in community property without consent, leading to a presumption of constructive fraud. This concept is relevant in divorce proceedings where such actions may be contested.

[Loaiza v. Loaiza, 130 S.W.3d 894 \(Tex. App. 2004\)](#)

Texas Court of Appeals

Extract

The Texas Supreme Court reversed, holding that one spouse's fraud on the community estate could justify an unequal division of the estate but that there is no independent tort cause of action for wrongful disposition of community assets by a spouse. 975 S.W.2d at 589-90. A presumption of constructive fraud arises where one spouse breaches the fiduciary duty owed to the other spouse and disposes of the other spouse's one-half interest in community property without the other's knowledge or consent. *Zieba*, 928 S.W.2d at 789; *Jackson v. Smith*, 703 S.W.2d 791, 795 (Tex.App.-Dallas 1985, no writ). When that occurs, the burden of proof is on the disposing spouse to show fairness in disposing of community assets. *Zieba*, 928 S.W.2d at 789; see also *Morrison v. Morrison*, 713 S.W.2d 377, 379 (Tex.App.-Dallas 1986, writ dism'd); *Horlock v. Horlock*, 533 S.W.2d 52, 55 (Tex.Civ.App.-Houston [14th Dist.] 1975, writ dism'd).

Summary

The passage provides insight into what constitutes fraud on the community estate in Texas. It explains that a presumption of constructive fraud arises when one spouse breaches their fiduciary duty by disposing of community property without the other spouse's knowledge or consent. This presumption shifts the burden of proof to the disposing spouse to demonstrate the fairness of the transaction. The Texas Supreme Court has held that such fraud can justify an unequal division of the community estate, but it does not create an independent tort cause of action.

Extract

Appellee alleged that the property was paid for with funds belonging to said community estate, and that the recital in question was (quoted from his answer) 'the result of fraud and deceit practiced by the plaintiff upon * * * this defendant, and that, but for such fraud and deceit on the part of the plaintiff, said deed would not have been drawn so as to vest the title in the plaintiff for her sole and separate estate, and so as to deprive this defendant of his community interest therein.' And he alleged, further, that he 'had no knowledge of the recitals in said deed making the said lot the separate property of plaintiff,' and 'in good faith believed that the said lot was community property and, so believing, paid the entire consideration for said lot out of community funds.' The specific 'fraud and deceit' charged against appellant consisted, it seems, of the fact, as alleged, that appellant, without appellee's knowledge or consent, induced one Bolanz to have one Murphy (who wrote the deed) to include the recital in question in it by 'falsely and fraudulently' representing that he (appellee) had agreed the deed should be so drawn.

Summary

An example of what might constitute "fraud on the court" in a divorce proceeding in Texas. It describes a situation where one party allegedly committed fraud by misrepresenting facts to obtain a deed that falsely indicated separate ownership of property, thereby depriving the other party of their community interest. This case illustrates how fraud can be alleged in the context of property division in divorce and the type of evidence that might be considered by the court.

[Marriage Dissolution](#)

Texas Small-Firm Practice Tools. Volume 1-2 - James Publishing - Cindy Stormer - 2022-05-05

Extract

A spouse may bring an independent tort claim against the other spouse for fraud for which exemplary damages may be awarded, even when the fraud resulted only in a depletion of community assets and not the wronged spouse's separate estate. [Schlueter v. Schlueter, 975 S.W.2d 584 (Tex. 1998).] A presumption of constructive fraud arises where one spouse breaches the fiduciary duty owed to the other spouse and disposes of the other spouse's one-half interest in community property without the other's knowledge or consent. [Loaiza v. Loaiza, 130 S.W.3d 894 (Tex. App.—Fort Worth 2004, no writ).]

Summary

The passage provides insight into what constitutes fraud in the context of a divorce proceeding in Texas. It highlights that a spouse can bring an independent tort claim for fraud, which can lead to exemplary damages. It also explains that constructive fraud is presumed when one spouse breaches fiduciary duty by disposing of community property without the other's knowledge or consent. This information is relevant to understanding the legal framework for addressing fraud in divorce proceedings in Texas.

[Rollo v. Service Employees International Inc., 021721 LHCA, 20-0432](#)

Court of Appeals of Longshore Complaints

Extract

FRCP 60(d) gives courts authority to 'set aside a judgment for fraud on the court.' FRCP 60(d). This 'inherent power... allows a federal court to vacate its own judgment upon proof that a fraud has been perpetrated upon the court.' *Chambers v. NASCO, Inc.*, 501 U.S. 32, 44. The Rule 60(c) time limitations do not apply to a 'fraud on the court' claim. *United States v. Sierra Pac. Indus.*, 100 F.Supp.3d 948, 954 (E.D. Cal. 2015), *aff'd sub nom. United States v. Sierra Pac. Indus., Inc.*, 862 F.3d 1157 (9th Cir. 2017); FRCP 60(c), (d). ... involve a 'deliberately planned and carefully executed scheme to defraud' the court. *Hazel-Atlas*, 322 U.S. at 245; *Great Coastal Exp., Inc. v. Int'l Bhd. of Teamsters, Chauffeurs, Warehousemen & Helpers of Am.*, 675 F.2d 1349, 1356 (4th Cir. 1982). Proving such fraud requires meeting a high but narrow bar. *Fox*, 739 F.3d at 136; *Great Coastal*, 675 F.2d at 1356. The relevant inquiry is whether there has been a harm to the integrity of the judicial process. *Sierra Pac. Indus.*, 100 F.Supp.3d at 955-956.

Summary

"fraud on the court" involves a deliberately planned and carefully executed scheme to defraud the court, which harms the integrity of the judicial process. The passage also indicates that federal courts have the inherent power to set aside judgments if such fraud is proven, and this power is not constrained by typical time limitations. While the passage is from a federal context, Texas courts may consider similar principles when addressing "fraud on the court" in divorce proceedings.

This memo was compiled by Vincent AI based on vLex materials available as of September 27, 2025. [View full answer on vLex](#)