judges to the principle were, however, reflected in constant attempts to circumvent it by indirection, attempts which at one period in the history of the doctrine of pressure seem to have threatened to render it practically inoperative. (*e*)

2. Rationale of the doctrine.—From one standpoint it may be said that, as every creditor has a right to go to his debtor and get his debt, if he does so bona fide, (*a*), the law regards a transfer made in consequence of a creditor's importunity as being induced not by a desire to defraud other creditors, but by a desire to satisfy a just demand.

"If, in a fair course of business, a man pays a creditor who *comes to be paid*, notwithstanding the debtor's knowledge of his own affairs, or his intention to break, yet, being a fair transaction in the course of business, the payment is good; for the preference is there got, *consequently*, not by design. It is not the object; but the preference is obtained, in consequence of the payment being made at that time." Suppose a creditor presses his debtor for payment, and the debtor makes a mortgage of his goods; that is, and, at any time, may be a transaction in the common course of business, without the creditors knowing there is any act of bankruptcy in contemplation; and therefore good. It is not to be affected by what passes in the mind of the bankrupt." (*b*)

From another standpoint, and with a view to circumstances which quite commonly attend a transfer made in compliance with a request of the creditor, it is proper to say that the debtor yields to the real coercive influence of his desire to escape some aggressive proceedings by the creditor, which will injure his business or affect his personal liberty. (See the cases cited in III. post.)

But from whichever side we approach the question, it is clear that, upon the whole, the effect of pressure in legalizing a payment or other transfer by an insolvent is that it rebuts the presumption of an intention on the part of the debtor to act in fraud of the law, from which fraudulent intention alone arises the invalidity of the transaction. (*c*)

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v. *Crouch* (1809) 11 East 256. An assignee of an insolvent cannot receive property transferred by him to a creditor in consequence of his pressing for payment, although the jury find that the insolvent contemplated bankruptcy. *Strachan* v. *Barton* (1856) 11 Exch. 647.

(*e*) See the remarks of Martin, B., in *Strachan* v. *Barton* (1856) 11 Exch. 647.

(*a*) *Strachan* v. *Barton* (1856) 11 Exch. 647.

(*b*) *Rust* v. *Cooper* (1777) 2 Cowp. 629, per Ld. Mansfield (p. 635.)

(*c*) *Bills* v. *Smith* (1865) 6 P. & S. 314, per Cockburn C.J. (p. 321); *Bank of Toronto* v. *McDougall* (1865) 15 U.C.C.P. 475; *Davidson* v. *Ross* (1876) 24 Grant 22 (p. 64); *Clemmow* v. *Converse* (1869) 16 Grant 547.