those proceedings have actually commenced, are of course within the general principle. (*f*)

20. **Mere demand without threat of suit amounts to pressure**—Descending one step lower in the scale of coercive influences, we find it laid down that "the simplest request may be sufficient if payment was the result of that request." (*a*) In other words a "demand or request made by a creditor, although not accompanied by any threat, or expressed in angry or even very urgent terms is still sufficient to deprive the act of a voluntary character." (*b*) Or to adopt the statement of the same judge on another case, "an earnest request by a creditor, although not accompanied by a threat or remonstrance or very positive demand." (*c*) This principle holds, although the creditor is on the most friendly terms with the debtor. (*d*)

(*f*) *Ex parte Jenkins* (1885) 3 W.R. 523; *Morgan* v. *Brundrett* (1833) 5 B. & Ad. 289.

(*a*) Pollock C.B. in *Strachan* v. *Barton* (1856) 11 Exch. 647, (citing *Crosby* v. *Crouch* 5 B. & Ad. 289). S.P. *Ex parte Helder*, 24 Ch. D. 339, per Brett M.R. (p. 343). *Davidson* v. *Ross* (1876) 24 Grant Ch. 22; *Gibbons* v. *McDonald* (1892) 20 S.C.R. 587, aff'g 19 Ont. Rep. 290: 18 Ont. App. 159. The following statement by Porter M.R. (Ireland) seems to be irreconcilable with the cases cited in this section: "Though something amounting to pressure by the creditor was needed to get rid of the doctrine of fraudulent preference, very little preference indeed would suffice, provided an actual application, with some circumstances of urgency, was shewn." *In re Boyd* (1885) 15 L.R. Jr. 52.

(*b*) *Ex parte Craven* (1870) L.R. 10 Eq. 644, per Bacon, C.J.B.

(*c*) *Ex parte Blackburn* (1871) L.R. 12 Eq. 358, per Bacon, C.J.B.

(*d*) *Boydell* v. *Gillett* (1835) 2 Cr. M. & R. 579. A verdict finding a transfer of property not to be voluntary will not be set aside, where the evidence is that the debtor had owed money to his son before marriage and had given him a bond for the amount which, when he married, he had settled on his wife, and that subsequently the son, upon learning that the property in question had been released from a mortgage, had, at the suggestion of the trustees of the marriage settlement, requested his father to transfer the property in satisfaction of the bond. *Belcher* v. *Prittie* (1834) 10 Bing. 408. Commenting on the contention that there was no importunity Park J. pointed out that "urgency depends on the station in which each party stands, and a very little act on the part of the son would be as strong towards a father as if a stranger had threatened to arrest him." A case involving the same transfer afterwards came before the Court of Chancery, and a similar ruling was made: *Bannatyne* v. *Leader* (1841) 10 Sim. 350. An instruction has been approved, by which the judge left it to the jury to say whether the assignment originated with the insolvent to the defendant, as a favoured creditor, or whether it originated in the request of the defendant; and told them that "pressure" of the creditor was not necessary, but that, if it originated with the insolvent, it could only have been made by way of voluntary preference. *Mogg* v. *Baker* (1838) 4 M. & W. 439; 2 Exch. 691. According to Parke B., in *Van Casteel* v. *Booker* (1848) 2 Exch. 691, this case decided that it is not necessary that there should have been any "pressure" on the part of the creditor, or apprehension on the part of the insolvent, that he would be in a worse condition by not making the payment.