act. (*a*) Hence a bank to which money is paid by a person acting ostensibly as a friend desirous of saving the bankrupt, a customer of the bank, from a criminal prosecution on a charge of obtaining credit under false pretences, but in reality as the bankrupt's agent, cannot, as against the trustee in bankruptcy, retain the money, where it appears that the act of bankruptcy upon which the petithe act of bankruptcy, had ceased to be the property of the debtor tion was subsequently filed has been committed prior to the payment and was known to the bank. (*b*) So a transfer of money to a creditor, who is the employee of the transferor, partly for safe keeping and partly to secure him in case the debtor cannot continue in business, amounts to an act of bankruptcy, and cannot be validated by the fact that the creditor brought back the money, and refused to accept it as a deposit unless he was authorized to pay himself, and declared that he would not work any longer for his employer unless his request was acceded to. (*c*)

7. Doctrine enures only to benefit of pressing creditor himself—A deed whereby a debtor, being pressed, conveys estates in trust to sell and pay the pressing creditor, with a further trust to pay his debts to certain relatives, in order to give them an undue preference in contemplation of bankruptcy, is an act of bankruptcy, but valid, so far as regards the protection of the pressing creditor. (*a*)

8. Payment made under pressure by surety valid—A request by a surety that the money for the payment of which he is ultimately responsible may be paid over by the debtor to the creditor, prevents such payment by the debtor from being voluntary just as much as a request by the creditor himself. (*a*) The fact that the obligees of a surety's bond had never threatened to resort to him for payment at the time when he demanded security from the debtor,

---

(*a*) See Robson on Bankruptcy, pp. 556, 557: Yate Lee on Bankruptcy, pp. 261-264.

(*b*) *Ex parte Wolverhampton Bkg. Co.* (1884) 14 Q.B.D. 32, distinguishing *Ex parte Caldecott*, 4 Ch. D. 150, on the ground that no act of bankruptcy had been committed when the payment was made.

(*c*) *Ex parte Halliday* (1873) L. R. 8 Ch. App. 283.

(*a*) *Morgan* v. *Horseman* (1810) 3 Taunt. 241.

(*a*) *Edwards* v. *Glyn* (1859) 2 El. & El. 29. Compare *Roe* v. *Smith* (1868) 15 Grant 344.