pressure can be established only by showing that the debtor, when he granted the preference, was under a real apprehension that his person or his business would have suffered some serious detriment if he had refused to comply with the creditor's demand. That this conception of an involuntary conveyance predominates in the earlier cases is, we think, impossible to deny, (*a*) and in the modern decisions under the English Bankruptcy Acts of 1869 and 1883, and statutes modeled upon them, there seems to be some tendency to return to the older tests. (*aa*)

On the other hand the word "voluntary" may signify merely the negation of absolute spontaneity, and this conception of its import leads us to a meaning of the word "pressure" which does not necessarily suggest compulsion, as that term is usually understood, but merely implies that the debtor did not act of his own motion in making the assignment.

If therefore we are to define the word "pressure" by contrasting it with the opposite conceptions, which are both indicated by the word "voluntary," one of its significations will be found to raise the question whether the freedom of the debtor's will was in a real sense destroyed, while, if its other signification is adverted to, the question presented is simply whether the debtor acted under an external influence which, although it may have induced him to adopt one particular course rather than another, cannot, without an abuse of terms, be said to have deprived him of his freedom of will. (*b*)

(*a*) See remarks of Bacon, C.J.B., in *Ex parte Craven* (1870) L.R. 10 Eq. 644 and of Lord Chelmsford in *Johnson* v. *Fesenmeyer* (1858) 3 De G. & J. 13 (p. 25) Compare also the language used in *Alderson* v. *Temple* (1768) 4 Burr. 2235 *Reed* v. *Ayrton* (1817) Holt 503 : *Crosby* v. *Crouch* (1808) 2 Camp 166.

(*aa*) In *Ex parte Griffith* (1883) 23 Ch. D. 69, Sir George Jessel remarked during the argument of counsel that, in order to establish pressure, it must be shewn that there was "coercion" which controlled the debtor's will. So under section 71 of the Victoria Insolvency statute, (a copy of sec. 92 of the English Bankruptcy Act of 1869), it has been held that there must be "real genuine pressure." *Mackay* v. *Jellie* (1890) 17 Vict. L. R. 91 : *Davey* v. *Walker* (1892) 18 Vict. L. R. 175 ; cases which both assume that there is no legal pressure exercised by a threat of proceedings, which the creditor has no actual intention of instituting.

(*b*) There seems to be a lack of precision in such a dictum as this : "It is impossible to declare the minimum of language or conduct on the part of a creditor which will be strong enough to *remove the volition* of the debtor." *Campbell* v. *Barrie* (1871) 31 U. C. Q. B. 279 per Wilson C.J. (p. 293, quoted with approval in *In re Hurst* (1876) 6 P.R. 329. In view of the actual decisions cited in sec. 20, even such statements as these fall short of complete accuracy. "I apprehend that a voluntary payment is a payment simply by the act and will of the party making it ; and that, if there is anything to *interfere with or control this will*, then it is not a voluntary payment." *Strachan* v. *Barton* (1856) 11 Exch. 647, 652, per Alderson B. (quoted with approval by Lord Chelmsford in *Johnson* v. *Fesenmeyer* (1858) 3 G. & J. 13) :