



# Companies Act 1948

1948 CHAPTER 38 11 and 12 Geo 6

## PART V

### WINDING UP.

#### (v) PROVISIONS APPLICABLE TO EVERY MODE OF WINDING UP

*Effect of Winding Up on antecedent and other Transactions.*

#### **320 Fraudulent preference.**

- (1) Any conveyance, mortgage, delivery of goods, payment, execution or other act relating- to property made or done by or against a company within six months before the commencement of its winding up which, had it been made or done by or against an individual within six months before the presentation of a bankruptcy petition on which he is adjudged bankrupt, would be deemed in his bankruptcy a fraudulent preference, shall in the event of the company being wound up be deemed a fraudulent preference of its creditors and be invalid accordingly:

Provided that, in relation to things made or done before the commencement of this Act, this subsection shall have effect with the substitution, for references to six months, of references to three months.

- (2) Any conveyance or assignment by a company of all its property to trustees for the benefit of all its creditors shall be void to all intents.
- (3) In the application to Scotland of this section, the expression "fraudulent preference" includes any alienation or preference which is voidable by statute or at common law on the ground of insolvency or notour bankruptcy, the expression "bankruptcy petition" means petition for sequestration and for the words "three months" there shall be substituted the words "sixty days".