15. Duress, undue influence, and unconscionable bargains

Course-focused and comprehensive, the Textbook on Contract Law series provides an accessible overview of the key areas on the law curriculum. This chapter examines the doctrines of duress and undue influence, both of which provide a means for a person to avoid a concluded contract into which he entered due to threats or unfair pressures or influence exerted on him. It also looks at the circumstances in which the courts or Parliament have intervened to prevent one party from taking advantage of another. Duress refers to some form of coercion or threat to the person, property, or to a person’s financial interests (economic duress). Undue influence can arise if there is illegitimate pressure and abuse exerted by one party over the other (actual undue influence) or if something in the transaction is suspicious or calls for an explanation (evidential undue influence). The chapter also considers unconscionable bargaining, procedural and
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substantive unfairness, consumer legislation, and the link between unconscionability and undue influence.

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