

Pressure & Influence

Law

When consent is so compromised that the contract can be set aside.

Duress

- Illegitimate pressure applied
- To the person, goods or economically
- No practical alternative available
- Causation must be shown
- Contract voidable

Undue influence

- Relationship of trust exploited
- Can be presumed in some relationships
- Transaction calls for explanation
- Independent advice can rebut it
- Contract voidable

THE DIFFERENCE THAT MATTERS

Commercial pressure is normal. Economic duress requires pressure that the law regards as illegitimate, not merely hard.

Educational reference. Lenders often require independent advice precisely to rebut a later undue influence claim.