

CONTRACTS B HD EXAM NOTES

Australian Contract Law | Weeks 1–10

Distinction & High Distinction Study Guide

What's Included?

- ✓ Complete Topic Summaries
- ✓ HD Exam Structures
- ✓ Case Tables
- ✓ Flowcharts
- ✓ Problem Question Templates
- ✓ Model Answers
- ✓ Exam Attack Sheets
- ✓ 50+ Leading Cases Explained

Designed For

- Final Exam Revision
- Open Book Exams
- Closed Book Exams
- Weekly Revision
- Distinction & HD Students

SAMPLE PAGE

TOPIC 5 — UNCONSCIONABLE CONDUCT

Quick Definition

Unconscionable conduct occurs where one party knowingly takes advantage of another person's special disadvantage.

The doctrine focuses on exploitation rather than mere unfairness.

The Amadio Test

Ask Three Questions

Special Disadvantage?

↓

Knowledge?

↓

Exploitation?

↓

Unconscionability

Leading Authority

Commercial Bank of Australia Ltd v Amadio (1983) 151 CLR 447

Facts

- Elderly migrant parents
- Limited English skills
- Signed guarantee
- Son's business failing
- Bank aware of circumstances

Held

Guarantee set aside.

Principle

A transaction may be unconscionable where one party knowingly exploits another's inability to protect their own interests.

Exam Triggers

▶ Elderly parent

- ▶ Family guarantee
- ▶ Poor English
- ▶ No legal advice
- ▶ Financial dependence
- ▶ Significant power imbalance

HD Exam Paragraph

Emma may argue that the guarantee is voidable for unconscionable conduct. Under *Commercial Bank of Australia Ltd v Amadio* (1983) 151 CLR 447, unconscionability arises where one party suffers a special disadvantage, the other party knows of that disadvantage, and exploits it. Here, Emma's age, language difficulties and dependence on her son suggest a special disadvantage. The bank appears aware of these matters and failed to ensure she understood the transaction. Accordingly, a court would likely conclude that the guarantee is voidable for unconscionable conduct.

SAMPLE PAGE

CONDITIONS, WARRANTIES & INTERMEDIATE TERMS

Exam Importance

★★★★★ Extremely Examinable

Overview

Type	Damages	Termination
Condition	✓	✓
Warranty	✓	✗
Intermediate Term	✓	Sometimes

The Luna Park Test

Condition

A term is a condition where the innocent party would not have entered the contract without assurance of its performance.

Authority

Tramways Advertising Pty Ltd v Luna Park (NSW) Ltd (1938) 61 CLR 286

The Hongkong Fir Test

Intermediate Terms

Ask:

Has the innocent party been substantially deprived of the benefit of the contract?

If:

YES → Termination + Damages

NO → Damages Only

Exam Tip

When you see:

"The innocent party terminated the contract"

Immediately ask:

1. Condition?
2. Warranty?
3. Intermediate term?

Most students skip this analysis and lose marks.

SAMPLE PAGE

FINAL EXAM ATTACK SHEET

Vitiating Factors

Topic	Test
Duress	Pressure + Illegitimacy + Inducement
Undue Influence	Trust + Influence + Dependence
Misrepresentation	Representation + Falsity + Inducement
Unconscionability	Special Disadvantage + Knowledge + Exploitation
Mistake	Common / Mutual / Unilateral

Damages

CRM Formula

C — Causation

R — Remoteness

M — Mitigation

Rescission

ATID Formula

A — Affirmation

T — Third Party Rights

I — Impossibility of Restoration

D — Delay

Top 5 Cases To Know

1. *Amadio*
2. *Thorne v Kennedy*
3. *BP Refinery*
4. *Hongkong Fir*
5. *Hadley v Baxendale*

Why Students Buy These Notes

- ✓ Exam-focused summaries
- ✓ Case law reduced to examinable principles
- ✓ HD answer structures included
- ✓ Open-book exam friendly
- ✓ Designed specifically for Australian law students
- ✓ 200+ pages condensed into a practical revision guide

Preview Ends

Full Notes Include:

- 14 Complete Topics
- Master Case Table
- HD Problem Question Templates
- Examiner Tips & Common Mistakes
- Final Attack Sheets
- Model HD Answers
- Exam Checklists