1. Referring to the question mentioned above we can easily seek the help from the Doctrine of Unconscionability in our argument. As we can observe, Thomas, nephew of Lauren, is in a stronger position thereby resulting in unjust agreements. This brings us to the concept of “Unconscionability”, which can be attributed as a defence against enforcement of a contract based on the terms unfair to one party. Judicial Intervention is the only mode to decide whether unconscientious dealings have taken place in any particular case.

Section 20 (1) (Law, n.d.) deals with the Doctrine of Unconscionability, and it also holds penal provision under the same section. As held in the landmark case of *Commercial Bank of Australia Ltd v. Amadio* (Commercial Bank of Australia Ltd v. Amadio, 1983), Deane J. reformulated the early test in Blomley v Ryan (Blomley v Ryan, 1954), (judgement of Fullagar J. where poverty or need of any sort, illness, mentally or physical disability, intoxication, or lack of education, and a lack of aid or explanations when support or clarification is required. They all seem to have the effect of putting one side at a significant loss when it comes to another.) making it easier for the plaintiffs as they do not have to prove actual exploitation. The key elements laid down by Deane J. are that the weaker party has certain special disadvantages in dealing with other parties without any reasonable degree of equity between them. And the disability was sufficient for the stronger party to make it prima facie unfair that they accept the weaker party’s assent to the transaction.

Similarly in the landmark case of *Diprose v. Louth* (Diprose v. Louth, 190)*,* Justice King quoted that, the plaintiff and the defendant had a connection that put the plaintiff in a situation of psychological dependency on the defendant and provided her a lot of power over his actions and decisions. He was completely enamoured with her from the moment they met. He'd had bad household encounters and was eager to shower a woman with love and devotion.

In a similar judgement of Kakavas v Crown Melbourne Ltd, (Kakavas v Crown Melbourne Ltd, 2013) Mandie JA. reformulated that the appellant argued that he was in a particular impairment or disadvantage because he possessed the capacity to regulate the regularity with which he wagered and the sum of funds he lost, as well as the capacity to make logical judgments in those areas. The court dismissed that claim, and I believe he had every right to do so based on the facts.

1. The argument which backs Jennifer will be in three folds. Firstly, it will fall under the Breach of Contract to be specific under ‘Mistake’. As held in the landmark case of Bell v Lever Bros, (Bell v Lever Bros, 1932) Lord Warrington of Clyffe said; the true issue would be that the stakeholders' incorrect assertion that warranties were undefined unless by accord was of this inherent structure that it constituted an implicit principle otherwise the sides never would have decided to make the deal they did, or not a basic implication. Therefore after analysing the argument we can say that it further bifurcated as a unilateral mistake, which means the error is done either through misrepresentation or fraud. Generally, the unilateral mistake leads to a contract voidable.

Secondly, the principle which is Variation of Contract is totally a most competent argument in this case. Referring to the judgement of Lucas Earthmovers Pty Limited v Anglogold Ashanti Australia Limited, (Lucas Earthmovers Pty Limited v Anglogold Ashanti Australia Limited, 2019) where White J. quotes the communication should be there on the single commodity, if not then it should be communicated to each party and the consent should be there on another product. Similarly, we can also see the judgment of Griffiths v Martinez (Griffiths as trustee for the Griffiths HWL Practice Trust v Martinez as trustee for the Martinez HWL Practice Trust as representative of the partners trading as HWL Ebsworth Lawyers, 2019), Togher & Anor v Alexander & Ors (Togher & Anor v Alexander & Ors (No.2), 2019) and Civil Mining & Construction Pty Ltd v Wiggins Island Coal Export Terminal Pty Limited (Civil Mining & Construction Pty Ltd v Wiggins Island Coal Export Terminal Pty Limited, 2019).

Thirdly, Schedule 2, Competition & Consumer Act (ACL) (2010) (AustLII, 2010) elaborates upon the aforementioned grounds, saying that one should not participate in a dishonest or fraudulent transaction. It also defines abominable behaviour and declares that no one should participate in immoral contracts for the sale. Provision indicates that unless the deal's conditions are unjust, the deal will be void. Furthermore, lure ads are categorised as predatory pricing in Part 3-1 of Chapter 3.

Hence, the conclusion is, the basic principles of contracts which are mistake in breach of contract and variation of contract including Competition & Consumer Act have been violated by Whale Constructions Pty Ltd.

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