

Signing "Vi Coactus"



Although relied upon in OPCA circles, signing "VI COACTUS" regarding due process in a criminal matter is unintelligible, since it is not a contractual relationship. Enforcing the states legislative requirements regarding the granting of bail cannot be held as DURESS, it is governed entirely by statute, the obligation to these requirements is statutory. As held in [R v Stoneman \[2013\] QCA 209](#):

"As to the breach of bail, her Honour noted that the applicant claimed to have signed his bail undertaking under duress; that it was implicit in the police officer's behaviour towards him that unless he signed the bail undertaking he would not be released. Her Honour rightly held that the proper use of legal process could not constitute duress."

<https://freemandelusion.com/wp-content/uploads/2020/09/qca13-209.pdf>

St. George and Ian Craig Press engaged in a mediation regarding a loan and mortgage. At the conclusion of the mediation, a settlement deed was executed by the parties. Unbeknownst to St. George, Ian Press included the letters "V.C" in small type next to his signature – apparently an abbreviation for the Latin phrase - vi coactus - by which he alleged that he meant that he was signing the deed under duress.

In *St George Bank – A Division of Westpac Banking Corporation v Ian Craig Press* (Supreme Court (NSW), Fagan J, 9 June 2017, unrep)., the defendant sought to resist the force of the deed entered into by himself and St George. Under cross-examination, the defendant agreed that he had read the deed before signing it and understood that he could "walk away from the deal" during the cooling off period under the deed. He determined that the defendant would have likely exercised his right to rescind within the cooling off period if he had been subject to any illegitimate pressure during the mediation. In addition, his Honour found that the defendants ongoing promises to repay the debt by 31 March 2017 and the fact that he complied with a number of his other obligations under the deed were inconsistent with the alleged duress. Further, his Honour found that where an allegation of duress is made, it is necessary to describe the action and words of the person who is making unlawful threats or acting in an unlawful manner. It is not enough to simply state that a person "was under duress". To sustain a finding of duress, it is necessary to put into evidence details of the unlawful conduct.

The decision affirms that conduct capable of constituting duress is limited to threatened or actual unlawful conduct. Financial pressure does not amount to duress. The pressure must be one of a kind which the law does not regard as legitimate.

From [St George Bank - a Division of Westpac Banking Corporation v Ian Craig Press \[2017\] NSWSC 1129](#) (at 3):

"His Honour rejected the second ground of resistance on the basis that circumstantial evidence, not least of which was the behaviour of Mr Press himself, showed that he had not been the subject of duress when he entered into the deed. To give but one example, the proffering of the so-called promissory notes showed that Mr Press accepted that he was liable pursuant to that document. ... As for duress, the judgment of his Honour is compelling indeed, with respect, with regard to all of the factors that tell powerfully against that proposition."

<https://freemandelusion.com/wp-content/uploads/2022/03/St-George-Bank—A-Division-of-Westpac-Banking-Corporation-v-Ian-Craig-Press-2017-NSWSC-1129.pdf>



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