

13-839. Undue influence.

If _____ (*name of party claiming undue influence*) entered into the contract through undue influence, then [he] [she] [it] is excused from performing [his] [her] [its] obligations under the contract. “Undue influence” is the abuse of a position of trust or a dominant position in a relationship by one party which persuades the other party to enter into the contract.

USE NOTES

This instruction is intended for use in contract cases and is not intended for use in its present form in other situations, such as gifts, wills, etc. If the contract in question is a written release of claims, the jury also should be instructed that undue influence must be proven by clear and convincing evidence. See UJI 13-304 NMRA.

[Adopted, effective November 1, 1991; as amended by Supreme Court Order No. 20-8300-006, effective for all cases pending or filed on or after December 31, 2020.]