

## STUDY UNIT 12 ONE GENERAL GROUND FOR RESCISSION OF A CONTRACT

- ① Traditional grounds for Rescission of a contract  
Traditionally our law approached voidability on 1 assumption ~~± there are~~ 2 grounds for rescission existed i.e. misrep & duress & then undue influence was recognised.
- ② CONSENSUS OBTAINED BY IMPROPER MEANS  
With regard to voidability in 1 eyes of 1 law consensus has been obtained in an improper manner.
- ③ Improper Conduct.  
Van de Merwe - a contractant would be entitled to plead any facts which support 1 conclusion ~~± his~~ consent was obtained improperly.  
Improper conduct would amount to wrongful conduct in 1 delictual sense.

In *Plaaslike Boeredienster v Chemfos* - a contractant had bribed 1 agent of 1 other contractant to persuade 1 latter to conclude 1 contract. Court found ~~± 1~~ contract could be rescinded. 1 court held ~~± 1~~ act of persuasion through bribery did not constitute fraud as such but amounted to an improper means of obtaining consensus.

See worksheet