STUDY UNIT 12

ONE GENERAL GROUND FOR RESCISSION OF A CONTRACT

Traditional grounds for rescission of a contract
Traditionally our law approached voidability on the assumption that there are 2 grounds for rescission existed ie misrepresentation and undue influence was recognised.

CONSENSUS OBTAINED BY IMPROPER MEANS
With regard to voidability in the eyes of the law consensus has been obtained in an improper manner.

Improper Conduct
Van de menwe - a contractant would be entitled to plead any facts which support the conclusion that his consent was obtained improperly.

Improper conduct would amount to wrongful conduct in a delictual sense.

In Plaaslike Boerdienst v Chemfors - a contractant had bribed an agent of the other contractant to persuade the latter to conclude a contract. Court found that the contract could be rescinded. Court held that act of persuasion through bribery did not constitute fraud as such but amounted to an improper means of obtaining consensus.

See Worksheet