

Mistake

1. 'Material elements' of a contract

If there was a mistake as to 'material elements' of a contract, the party who made the mistake may rescind the contract. However, if the other party proves that the mistake was due to gross negligence of the mistaken party, rescission is not allowed. Art. 109(1). Korean law does not distinguish between mutual mistake and unilateral mistake.

Whether the mistake goes to the 'material' elements of a contract will be assessed using an 'objective' test. The mistake must be serious enough so that a reasonable person would not have agreed to the present terms had he not been mistaken. It is not enough that the particular party in question would not have entered into the contract under the same terms had he not been mistaken.

2005Da6228

Credit Guarantee Fund provided a guarantee for a company believing that its owner was A, who had a clean credit record. In fact, the company was owned by B, who had a poor credit rating. Upon default of the company, its creditor demanded payment from the Credit Guarantee Fund. The Fund may rescind the guarantee because the credit-worthiness of the debtor company is a critically important prerequisite for the guarantee. It is a material element of the guarantee contract.

2001Da36450

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Where mistake was provoked by the counterpart, the 'materiality' is recognised easily.

Supreme Court case 69Nu83: the official who made the decision to sell a plot of land held a false belief that the land in question has not yet been sold. But the mistake was provoked by the purchaser who applied to purchase the land. The Supreme Court ruled that although the official's mistake was not about the sale of the land itself, but about the decision-making process or the motivating circumstances of the sale, "since the mistake was wrongfully provoked by [the purchaser], the latter's purchase does not deserve legal protection and the [seller] is entitled to rescind the contract."

3. Gross Negligence

Rescission is not allowed if it is shown that the mistake was due to gross negligence of the mistaken party.

- 92Da38881: where the purchaser requested the seller to confirm whether it is possible to build a factory on the land in question. The seller expressly refused to provide any confirmation. Thus, the buyer's mistaken belief (that a factory can be built on the land) was

4. Rescission

The mistaken party may, as a matter of its legal right, rescind the contract *ab initio*. Once the exercise of the right to rescission is notified to the other party, the contract shall be deemed void from the beginning. Art. 141. Thus, the dispute usually revolves around whether the right to rescission had indeed accrued to the mistaken party (whether the purported rescission was indeed a valid exercise of right). The Korean court does not recognise a distinction between law and equity. Rescission is not a discretionary remedy. The judgment is declaratory in nature: confirming that the rescission was indeed valid or that the rescission was not valid and the contract remains in full force.

Upon valid rescission of a contract, the parties shall be required to effect *restitutio in integrum*. For example, thing sold and delivered must be returned; monies received must be repaid. The parties shall be deemed to be possessors in good faith until they were made aware of the exercise of rescission. If the validity of rescission is contested and a judgment affirming the rescission was subsequently made, the contesting party shall be deemed to have been a bad faith possessor as from the moment the lawsuit was lodged. Fairness dictates that the other party must also be treated likewise. Art. 749. 94Da51253, 92Da45025 (Changwon City Case)

A bad faith possessor must pay interest on the money received and compensate for any loss incurred. Also, a bad faith possessor has a duty of care in respect of the thing in his possession. Art. 202. A good faith possessor has only to return the thing as it is and shall not be required to compensate for damage caused to the thing while it was in his possession. Art. 748.

cf.) (Unlike rescission) Upon termination on the basis of a party's material breach (□□ □□), however, each party is required to pay interest from the day it received the money

(regardless of good faith or bad faith). Art. 548(2) The party who has been using the thing must return (disgorge) the benefit of using the thing as well (97Da30066).

The different scopes of restitution following a rescission on the one hand and an exercise of the statutory right of termination on the other, is perhaps due to the element of 'blame' which is relevant to statutory right of termination as it is exercisable upon the other party's material breach of contract. In the event of a contractual right of termination, Article 548(2) does not apply. Payment of interests and disgorgement of the benefit should be determined by agreement of the parties and, failing that, the rules of restitutio should apply (i.e., payment of interests and disgorgement of the benefit of using the thing should be determined based on good faith or bad faith of the possessor).

It is not in the nature of damage. It is return of unjust enrichment. (□□□□ □□ □□ □□ □□)

Termination of a contract does not preclude rescission. Even if the contract was terminated on the ground of a breach, the mistaken party may rescind it and avoid the consequences of his breach. 95Da24982

Even if a party could have resorted to remedies in respect of a breach of warranty (termination and damages), that does not preclude the remedy of rescission on the ground of a material mistake. 2015Da78703

Protection of a third party in good faith:

Limits to the exercise of right to rescission

Rescission must be done within three years

Good faith

94Da44620 (seller was mistaken as to whether the buyer was a natural person or a corporate person. At the time of the

conclusion of the contract, the mistake would have a significant impact on tax. But the relevant regulation was changed and there came to be no difference whether the buyer was a natural person or a corporate person. The rescission in this case was not allowed as it was against good faith.)

4287Minsang77 100 times

93Da5871 10 times, 7 years

Ratification

Destruction 553

4. [Settlement](#)

5. Procedural actions

2007Da2848 Withdrawal of an appeal. Fraud does not apply. (appellant withdrew the appeal relying on a settlement agreement. When the respondent did not honor the settlement terms, the appellant attempted to 'rescind' the withdrawal of the appeal.)

95Da11740 Withdrawal of an action. Mistake does not apply. (An attorney representing the appellant instructed his assistant to hand in a letter of resignation. The assistant misunderstood and submitted an application to withdraw the appeal.)

Representing a corporation

1. Ultra vires

Contracts of a corporation which lie outside of its scope of

business recognised by statute and by memorandum of incorporation shall be null and void. Art. 34. No protection for 'innocent' counterpart or third parties. They are deemed to know (to have 'constructive notice' of) the scope of business.

Supreme Court 72Da801

A branch manager of the Mutual Fund for Construction Industry guaranteed the repayment of a loan which was made to a non-member. The guarantee lies outside the scope of business permitted under the relevant statute. The guarantee is void. The Mutual Fund shall not be held liable by virtue of ostensible authority, either.

Supreme Court 98Da2488

Whether a transaction falls within the corporation's scope of business shall be determined by the objective nature of the transaction. The subjective intention of the particular author of the transaction is irrelevant.

Tort liability in such a case is dealt with by Article 35(2) (Directors and constituent members who were involved in committing such an ultra vires act shall be "personally" held liable.

The non-profit corporation itself shall not be held liable in tort for an ultra vires act of its organ. 64Da1321 (Non-profit corporation is incapable of committing a tort outside the permitted scope of business. The case was about a branch manager of the agricultural coop borrowing money from a lender from whom the coop may not borrow money.)

Conf. Section 35(1) of the UK Companies Act 1985 (as amended): "validity of an act done by a company shall not be called into question on the ground of lack of capacity by reason of anything in the company's memorandum'.

2. Powers of directors

(1) Internal rules

Directors should abide by the MOI and should act in accordance with the resolution of the general meeting of the constituent members. Art 59(1)

Powers of directors may not be restricted unless the restriction is stipulated in the memorandum of incorporation. Art. 41.

Can a director's representative powers be restricted by a resolution of the General Meeting of the non-profit corporation? (cf. Art 59(1), last sentence?)

(2) External rules

Provisions on power of attorney shall apply mutatis mutandis to representation of a corporation. Art 59(2)

In the case of non-profit corporations, the issue is whether the restrictions are registered. In the case of commercial corporations, the issue is whether the counterpart was in good faith (i.e., believed that the contract was executed by the representative who had proper powers). The reason is that non-profit corporations are small in number and the registration is tightly supervised and policed. Registration is therefore a workable, reliable indicator. It is not feasible to ensure that commercial corporations diligently register the restrictions placed on their RD's powers.

Non-profit corporations

If the restrictions are not registered with the Register of Non-profit Corporations (Civil Code deals with non-profit corporations only), the corporation may not plead them against the counterpart or against a third party. Art. 60.

Even if the counterpart had known that the transaction was in

violation of the restrictions set out in the memorandum of incorporation, the corporation shall nevertheless be bound by the transaction as long as the restrictions are not registered. 91Da24564

Once the restrictions are registered, the corporation may plead them even against an 'innocent' party.

- Can the innocent counterpart rely on the rule of apparent authority to bind the corporation? (Prob. not. 1998. 12. 8 9649423 00: “000000 00 0000 000 00 000 000 0 00000 000 000 00 00 0000 000000 000 000 000(0 0 00 00 0000 000000 000 000000) 0 000 0000 000 00 0000 000 00 0000 000 000 000 000 000000 00000 0000 000 00, 0 000 00 0000 000 000 00 0000 00”)
- 2001Da57679
- However, if a non-director acted as if he had the representative power, it is unclear whether Art 126 may apply. 87Daka2152 (applicable), 66Da2477 (inapplicable).

Unincorporated body (e.g., housing redevelopment coop): Restrictions to the director's powers (as they cannot be registered) may not be pleaded against third parties unless it is shown that the third party knew or should have known about the restrictions. (2002Da64780: 000000 0000 0000 000000 000 000 000 000 000000 000 00 000 000 0000, 00 00 0000 000000 00000000 000 000000 0000 0 0000, 0 00 0000 00 00 000 00 000 0000 0 0 000 000 00000 000000 00 0000, 0 00 000 00000 0000 00 000 00000 0 0 0000 00 0000 00000000 000000000 00.)

Commercial companies

Commercial companies are different from non profit corporation.

- The power to represent a joint stock company: only the representative director(s) shall have the power. Comm.

- Code, Art 389. (However, partnership company is represented by each partner. Comm. Code, Art 207)
- When non-representative director acted as if he had the power to represent the joint stock company, Comm. Code Art 395 may apply.
 - Commercial Code, Art. 209 provides: "Restrictions to the powers of representation may not be pleaded against a third party in good faith." The expression "third party" here includes the counterpart as well. Thus, a commercial company may not plead restrictions to the powers of directors, even if the restrictions are registered with the Companies Register, against a party who had dealings with the company in good faith. However, if the restrictions are registered, it would be difficult for the counterpart to successfully plead that it did not know.
 - Even if the restrictions are not registered with the Companies Register, the counterpart who actually knew, or grossly negligent in not knowing, that the transaction was in violation of the restrictions to the powers of directors may not compel the corporation to perform the contract. 2005Da480 (Company, without the BOD approval, became the guarantor for its RD's debt. The creditor did not know that the guarantee was without BOD approval. Guarantee held to be valid. Even though Art 398 of Commercial Code requires a BOD approval for certain transactions, the lack of BOD approval may not be pleaded against the counterpart who had no knowledge of the lack of BOD approval.) What if the counterpart knew that there was no BOD approval but did not know that the transaction required a BOD approval under the MOI? Counterpart's "ignorance of law" shall not be taken into account. If the requirement of BOD approval is not a statutory requirement, the counterpart's ignorance of such non-statutory requirement (a requirement which is solely based on a particular MOI of a particular company) shall be taken into account and will constitute

In some cases, the court held that the company shall be exonerated only if the corporation proves that it is against good faith to hold it liable, i.e. if it is proven that the counterpart had actual knowledge of the director's abusive purpose. 86Daka1522, 89Daka24360, 2016Da222453

4. Tort liability of a corporation

A corporation shall be held liable for the loss caused by its 'representative organs' (or any person who acted as the representative organ) in connection with execution of its business. The aggrieved party may sue the director(s) who are directly responsible or the corporation, or both. Art. 35(1), The same rule applies to unincorporated organisations, too. 2008Da15438. Also see 92Da49300 (Representative of a family clan forged the minutes of the clan meeting to show that the sale was approved, when in fact it was not).

A corporation shall not be held liable in tort if the director's action (the contract concluded by a director) lies outside the purpose of the corporation. But the director or the constituent member involved in the action shall be personally held liable. Art 35(2).

Whether the loss was caused "in connection with execution of business of the corporation" shall be determined by looking at the objective nature of the transaction or the conduct which caused the loss. The subjective motive or purpose of the director in question is irrelevant except where the victim was also aware, or grossly negligent in not knowing, that the director was engaged in the conduct for a purpose which is unrelated to the corporation's business.

2002Da27088 (Reps. of a redevelopment cooperative fraudulently recruited members who do not qualify, sold surplus apartments to more buyers than the number of units available for sale. Victims not held to have been grossly negligent, but the amount of damage was reduced in light of their carelessness.)

Victim's gross negligenc:

- lack of attention so severe as to be verging on 'deliberate' conduct (culpa lata dolus est)
- when, in view of equity, there is no need to protect the victim (for example, victim's conduct is also motivated by greed)

79Da49978, 2001Da58443, 2003Da36133 (golf club membership sale)

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