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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. If, however, the mistake was due to gross negligence of the mistaken party, rescission is not possible. 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

[illegible]

2006Da41457

[illegible]

96Da26657

when 30% of the land subsequently became subject to compulsory sale in order to make a public road. The court held that the motives for purchasing the land were communicated to the seller during the negotiation and that the motives were material enough so that a reasonable purchaser would not have entered into the contract under the same terms had he not been mistaken.

2002Na7701 Future prediction went wrong. No mistake.

The court found that the defendant's failure to disclose the future predictions was a breach of its duty of disclosure. The court held that the defendant had a duty to disclose all material information, including future predictions, which could affect the value of the shares. The court found that the defendant's failure to do so constituted a breach of its duty of disclosure.

(affirmed 2003Da38221)

(Similar position is expounded in Amalgamated Investment & Property Co. Ltd v. Walker & Sons Ltd. [1977] 1 W.L.R. 164.)

2006Da15755 distinguishes mistake of the then existing facts from a future prediction gone wrong (〇〇〇〇 〇〇 〇〇 〇〇〇〇 〇〇〇〇 〇〇〇 〇, 〇〇 〇〇 〇〇〇 〇〇 〇〇〇〇 〇〇 〇 〇〇 〇〇〇〇 〇〇〇〇〇〇 〇 〇 〇〇〇〇 〇〇 〇〇 〇〇, 〇 〇 〇〇〇〇 〇〇〇 〇〇〇〇 〇〇〇 〇〇〇 〇〇〇 〇〇〇 〇〇 〇〇〇 〇〇〇 〇〇 〇〇〇 〇 〇〇〇〇 〇 〇〇 〇〇)

However, the court does not always seem to place much weight on the distinction between mistake of law and mistake of fact.

91DA11308

The claimant had purchased a building with a misunderstanding that the relevant council regulations would allow the owner of the building to purchase the ground from the city council (in Korean law of property, a building is a separate property from the land on which it stands). The claimant could rescind the building purchase agreement when it turned out that he could not purchase the land. The court found that the reasons for purchasing the building were communicated to the seller of the building at the time of the agreement. Although they were not written down, the motives were material enough to

allow rescission.

93DA24810

The claimant had sold a building at a price which purported to include the amount of capital gains tax payable by the seller. The estimate for the capital gains tax was worked out by the purchaser and the seller was informed of this calculation. When the Tax Authority finally levied the capital gains tax, it turned out to be much higher than the parties' estimate. The seller was allowed to rescind the sale contract.

If the mistake was provoked by the other party, the court tends to allow rescission upon a more lenient standard. (For a comparable approach in the common law, see *Scriven Bros. v. Hindley & Co.* [1913] 3 K.B. 564.)

Seoul District Court (Appellate Division) 99Na77808

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Supreme Court 97Da26210

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 00 00000 0000 00 00000000 0000 00 ... [At the time of the
 contract, the purchaser did not realise that a portion of the
 building was situated beyond the boundary. He was mistaken.
 He discovered the true circumstances afterwards. But he paid
 the price knowing the fact. In such a case, the payment would
 normally be regarded as ratification. In the present case,
 however, the payment (which would otherwise have been treated
 as ratification) was actually made under the mistaken belief
 (provoked by the other party) that the offending portion of

the building would not have to be torn down. The payment therefore shall not be treated as ratification.

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 entirely 'self-induced' in the sense that the seller did not at all contributed to or brought about the buyer's mistake.
- 2011Da106976: Purchaser (a construction company) rescinded the sale contract in respect of a portion of the land which turned out to be a forest land which is not buildable. The purchaser checked the certificate of land use planning (土地利用計画), but did not make further inquiry into the detailed plans for the use of forest land (森林利用計画). Purchaser erroneously thought that the

land in question was buildable. In truth, it was not. Purchaser was allowed to rescind the sale contract.

- [illegible]

Where mistake was provoked by the counterpart, the defence of gross negligence has no real prospect of success. The obvious rationale is that the party who provoked the other party's mistake should not be allowed to put the blame on the other party. 97Da26210 *supra*.

On the contrary, if the mistake was not caused or provoked by the other party, the Court is likely to hold that the mistaken party was “grossly negligent” and rule that the party has no right to rescind. 2011Da106976 (implicitly assumes that the purchaser should have checked the land use plans), 92Da38881 (seller refused to confirm whether the land was suitable for building a factory).

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. 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. [Bücheler 1998. 12. 8](#) [BB 9649423](#) [BB](#): "Bücheler BB 9649423 BB")

公司董事在代表公司时，如果其行为超出了公司章程规定的权限，那么该行为对公司不发生效力（即该行为对公司无效，公司不承担该行为的法律后果）；但是，如果该行为符合善意第三人的要求，那么该行为对公司仍然有效，公司应当承担该行为的法律后果（即该行为对公司有效，公司应当承担该行为的法律后果）。

- 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: 某房地产开发合作社的章程规定，该合作社的董事不得对外代表该合作社签订合同，但该规定未在工商部门登记。该合作社的董事王某擅自以该合作社的名义与第三人签订了买卖合同。第三人主张该买卖合同有效，要求该合作社履行义务。法院认为，该章程规定属于内部规定，不得对抗善意第三人。王某的行为符合善意第三人的要求，该买卖合同有效，该合作社应当承担该买卖合同的法律后果。）

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 good faith.
- Commercial Code, Art. 393(1) provides that "disposal or transfer of important assets of the company ... shall require a resolution of the board of directors." If the other party could (easily) have known that there was no resolution of the board of directors, the company shall not be bound by the transaction, even if the company's internal rules do not require such a resolution. 2005Da3649 ("important assets of the company" shall be objectively determined, not necessarily bound by BOD rules; to avoid liability, the company must prove that

the counterpart knew that there was no BOD resolution).

- A company would usually and normally conduct its business in accordance with the relevant statutes and internal rules. Counterpart has no 'duty' to investigate whether the RD complied with these rules. 2005Da480 □□□ □□□ □□ □ □□□□□□□□ □□□ □□□□ □□□ □□□ □□□□ □□□ □□□ □□ □□□□ □□ □□ □□ □□□□ □□□□ □□□□ □ □.
- Commercial Code, Art 395: If the company allowed a person to describe himself as having the representative power, the company shall be bound by a contract concluded by such a person provided that the counterpart honestly believed that the person had the representative power.

3. Abuse of power

If a transaction is within the powers of a representative director, the corporation shall, in principle, be bound by it even if the director carried it out for a purpose which is unrelated to the company's business but to further his or other individual's personal gain.

However, if the corporations proves that the counterpart knew, or should have known, that the transaction was carried out for such an abusive purpose, the corporation shall not be bound by it. 2003Da34045, 97Da18059. Art. 107

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, Gwangju District Court (Appellate Division) 97Na4506

4. Tort liability of a corporation

A corporation shall be held liable for the loss caused by its representative organs 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), 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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 - □□□□ □□□ □□□ □□ □□□□ □□□□ (296□)
 - □□□□□□ □□ □□□ □□ □□□□□□□□□ □□□ □□ (416□)
 - □□□□□ □□ □□□□□ □□□□□□ □□ (440□) □□□ [86□□1569](#) (□□□□□ □□□ □□□ □□□ □□□ □□)

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0) [9512446](tel:9512446)

8. 000000 0000 00

- 000000 00 00 '00'0 00 – 0000 000000 0 00 00
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- 000000 00 0000 0000 00 [891114](tel:891114) [9512446](tel:9512446)

9. 000000

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4. □□□ □□ (□153□)

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- □□□□□ □□ (□388□)

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3. 2025 年 / 2026 年 2 月 2 日

- 2025 / 2026 / 2027 - 2028 年 2 月 2 日
 - 2025 年 2 月 2 日 2025 年 2 月 2 日 (150)
 - 2026 年 2 月 2 日 2026 年 2 月 2 日 - 2027 年, 2028 年
- 2025 年 2 月 2 日
 - 2025 年: 2025, 2026, 2027, 2028, 2029 年 2 月, 2029 年 2 月
 - 2025 年 - 2029 年
 - 2029 年 2 月 - 2029, 2029, 2029, 2029
 - 2029, 2029

2025 年

1. 2025 年

- 2025 年 2 月 2 日 2025 年 - 2029 年, 2029
- 2025 年 2 月 2 日 - 2029 年 2 月
- 2025 年 2 月 2 日 2025 年 2 月 2 日 2025 年 2 月 2 日

2. 2025 年 / 2026 年

- 2025 年 2 月 2 日 2025 年 2 月 2 日
- 2025 年 2 月 2 日 2025 年 2 月 2 日 (132)
- 2025 年 2 月 2 日 - 2025 年 2 月 2 日 2025 年 2 月 2 日 (133)
- 902190
- 2025 年 2 月 2 日 2025 年 2 月 2 日

3. 2025 年 (131)

- 2025 年 2 月 2 日 2025 年 2 月 2 日
- 2025 年 2 月 2 日 2025 年 2 月 2 日 2025 年 2 月 2 日

4. 〇〇〇〇 〇〇〇(134〇)

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5. 〇〇〇〇〇〇〇 〇〇(135〇)

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6. 〇〇〇 〇〇 〇〇〇〇〇〇 〇〇 (136〇)

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- 000000 000 0000 0000 000 000,
- 00000000 000 00, 000000 00 0 00 (1350)
- 00000 000000 000000 (1310), 000 00000 00 0 0 00 (1340)
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4. 0000000 0000 0000000 0 00 (1250)

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 - [200002566](#)
 - [97026593](#)
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 - [96051271](#)
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- 00000 0000: 0000000 00 (0240), 000000 (0140), 0000000 (03950)

5. 0000 00 00000(1260)

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 - 000000 000 00 000 0000000 00 000? [91032190](#) (00), [61](#)

[192](#) ()

- 125 (), 129 () ' ' 692149
- ? [973828](#), ? ? ?
- 802077 [81524](#)
- ? ? – [200149814](#), [9252436](#)
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 - [9818988](#)

6. (129)

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