

3068 VOIDABLE CONTRACTS: DURESS, FRAUD, MISREPRESENTATION

There must be full and free consent by the parties to the terms of a contract. If consent of a party is gained through duress, fraud, or misrepresentation, that party may either avoid or ratify the contract.

[Follow with instructions Wis JI-Civil 2400 et seq. on misrepresentation.]

COMMENT

This instruction and comment were approved by the Committee in 1975. The comment was updated in 2016.

Corbin on Contracts § 6, 17 Am. Jur. 2d Contracts §§ 151, 153, 154.

Seidling v. Unichem, Inc., 52 Wis.2d 552, 191 N.W.2d 205 (1971); Whipp v. Iverson, 43 Wis.2d 166, 168 N.W.2d 201 (1969); Mendelson v. Blatz Brewing Co., 9 Wis.2d 487, 101 N.W.2d 805 (1960).

Rescission. A misrepresentation of fact must be material before it can render a contract void or voidable. Bank of Sun Prairie v. Esser, 155 Wis.2d 724, 456 N.W.2d 585 (1990); Mueller v. Harry Kaufmann Motorcars, Inc., 2015 WI App 8, 359 Wis.2d 597, 859 N.W.2d 451.