

CAUSE OF ACTION
FOR REFORMATION
OF CONTRACT

Sample Only
Use At Your Own Risk



INSTRUCTIONS: The following is a “cause of action” to be inserted after the heading of the complaint and common allegations. Include as many other causes of action as you have claims such as fraud, accounting, etc. Your “prayer” (request for relief) comes after your causes of action and must describe the relief you are seeking for each cause of action.

_____ **CAUSE OF ACTION**

(For _____ Against _____)

<>. On or about ____, 19__ in ____, Plaintiff__ and Defendant__ negotiated for and mutually agreed to _____. The purpose of the agreement was to _____.

<>. The ___[--the oral agreement which was later reduced to writing--] agreement of the Plaintiff__ and Defendant__ consisted in pertinent part, of the following terms. Defendant__ agreed to _____. Plaintiff__ agreed to _____.

<>. ___[--the reduction to writing--e.g. On ___ in ____, California, Plaintiff__ and Defendant__ executed a written _____ to carry out their intended agreement, a true and correct copy of which is attached as Exhibit_____ and is incorporated herein by reference.

<>. The above-described written _____ fails to reflect the true intent of the parties in that _____. To reflect the true intent of the parties, it should instead provide that _____.

<>. The above-described failure of the written ___ to reflect the true intent of the parties resulted from a unilateral mistake on the part of ___ in that _____.

[--OPTIONAL- KNOWN MISTAKE OF FACT--]

<>. Defendant ___[--knew of or suspected]0-- the above-described mistake at the time of execution of the written ___ in that ___[--e.g. -- prior to signing the agreement, specifically asked to review the rental clause of the agreement, in view of the parties extensive negotiations with respect to the calculation of rent.].

[--OPTIONAL - MUTUAL MISTAKE OF LAW --]

<>. The above-described failure of the written ___ to reflect the true intent of the parties resulted from a mutual mistake of law by Plaintiff__ and Defendant__ in that _____.

[--OPTIONAL - UNILATERAL MISTAKE KNOWN BY OTHER --]

<>. The above-described failure of the written ___ to reflect the true intent of the parties resulted from a mistake of law on the part of _____ which knew or suspected at the time of execution of the agreement in that _____.

[--OPTIONAL - BASED ON FRAUD --]

<>. The above-described failure of the written ___ to reflect the true intent of the parties resulted from Defendant's false representation to Plaintiff that the above-mentioned written instrument embodied their real agreement.

<>. Without the knowledge of the true facts and in reliance on defendant's false representations, Plaintiff's was__ deceived and misled into signing a writing that differed materially from the prior oral understanding of the parties. Plaintiff's reliance on

defendant's false representations that the written ___ conformed to the parties' intended agreement was reasonable and justified in that ___ [--e.g.-- Defendant had previously shown plaintiff a writing that contained the parties intended agreement and plaintiff believed that it was this writing that she was asked to sign and did, in fact sign.

[--OPTIONAL - MUTUAL MISTAKE OF FACT--]

<>. The above-described written agreement failed to reflect the true intent of the parties resulted from a mutual mistake of both parties in that ___ [--e.g. -- the escrow agent employed by the parties to arrange the loan inadvertently used a standard printed form of note containing a provision--]

[--CONTINUE--]

<>. Plaintiff___, although not a named party to the above-described written ___ may nonetheless suffer ___ [--prejudice and/or pecuniary loss--] unless the ___ is reformed, in that ___.

<>. On or about ___, Plaintiff___ discovered the error in the written ___ when ____.
WHEREFORE, plaintiff___ pray___ judgment against defendant___ and each of them, as follows:

1. For the reformation of the written ___ to reflect the true intent of the parties, as follows: _____
2. For costs of suit herein incurred; and
3. For such other and further relief as the Court may deem proper.

Date: _____

_____ [Plaintiff's name]
Plaintiff *In Pro Per*

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