On the Nature of Being Mistaken in Contract



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It is possible to be mistaken about the existence or terms of an agreement and for that mistake to thereby prove that no contract exists, writes **Glenn West** in Weil, Gotshal & Manges LLP's ***Global Private Equity Watch***.

As a general rule, being mistaken about whether you contracted, or what you contracted for, does not mean that a contract does not exist based upon the terms of the written agreement you signed. A party's protestations that he or she did not understand the agreement, or believed it said something other than what it said, or that the words used in the agreement meant something other than what they are determined by a court to mean, will generally not be entertained by a court," he wrote.

He discusses the case of *Patterson v. CitiMortgage, Inc.*, which illustrates that "a unilateral mistake made by a party that is not made manifest to the other party will not be a basis for reformation because, absent knowledge of the mistaken belief, the other party is entitled to rely on the written agreement as manifesting the intentions of the otherwise mistaken party."

Read the article.