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COA Opinion: Not an abuse of discretion to deny rescission as remedy for fraud where party seeking rescission is attempt to avoid its own breach of contract

15. June 2011 By Matthew Nelson

In *Woods v. JLG Industries, Inc.*, the Court of Appeals unanimously affirmed a \$1.3 million jury verdict. JLG raised numerous issues on appeal, including that the trial court should have granted rescission to JLG based on the jury's verdict on its fraud counterclaim. The Court of Appeals reasoned that rescission will only be granted if "the party requesting it is blameless." Here, JLG was seeking rescission to avoid the consequences of its own breach of contract. Accordingly, the Court concluded JLG was not blameless and the trial court did not abuse its discretion.

Disclaimer: Warner Norcross & Judd LLP represented the successful Appellee, Thomas Woods, in this case.