



# CAUSE OF ACTION FOR CANCELLATION OF WRITTEN INSTRUMENT

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 \_\_\_\_\_)

<>. There is in existence a certain written instrument which purports to be \_\_\_\_ [--describe instrument--]. The form and contents of the \_\_\_\_ are \_\_\_\_\_. A true and correct copy of the said written instrument is attached hereto and incorporated herein by reference as Exhibit \_\_\_\_\_. The \_\_\_\_ is in the possession and under the control of the \_\_\_\_\_.

<>. [---Allege facts making instrument void or voidable against the plaintiff----]

<>. [---Allege such other facts as are necessary to show that plaintiff is the person against whom the instrument is void or voidable----]

<>. Plaintiff \_\_\_\_ did not know until \_\_\_\_, 19\_\_\_\_, that [----state facts constituting ground for rescission of underlying transaction making instrument voidable----], and on that date \_\_\_\_ [---describe circumstances under which plaintiff discovered such facts, including explanation for any delay----].

<>. [---Allege facts showing a reasonable apprehension that if left outstanding the instrument may cause serious injury to plaintiff---e.g.---If the \_\_\_\_ is left outstanding, plaintiff may be required to pay it or to defend a lawsuit based on it, and by refusing to pay it, plaintiff may be damaged in his credit. Defendant has refused to surrender the

\_\_\_ to plaintiff and has communicated to plaintiff an intention to hold the \_\_\_ for payment according to its terms.-----]

<>. [----Allege facts establishing a basis for a claim for damages as additional relief, if any. e.g. -----On \_\_\_, 19\_\_\_, before plaintiff discovered that the purported signature of \_\_\_ on the \_\_\_ is not genuine, plaintiff paid to defendant the sum of \$\_\_\_\_\_ as the installment payment due on that date according to the terms of the \_\_\_.

<>. [----Allege facts establishing a basis for a claim for exemplary damages, if any, e.g. ----Defendant transferred the \_\_\_ on or about \_\_\_, 19\_\_\_ to \_\_\_ for value. Defendant knew at the time of making the transfer that the purported signature \_\_\_ on the \_\_\_ is not genuine, but he did not disclose this fact to the transferee. Defendant made the transfer with intent to defraud plaintiff. Plaintiff therefore seeks exemplary and punitive damages in the sum of \$\_\_\_\_\_.

WHEREFORE, plaintiff\_\_ pray\_\_ judgment against defendant\_\_ and each of them, as follows:

<>. That the \_\_\_ be declared void.

<>. That defendant\_\_\_ deliver the \_\_\_ forthwith to the clerk of the court for cancellation.

<>. For damages, in the event that defendant fails to surrender the \_\_\_ for cancellation pursuant to the judgment, in the sum of \$\_\_\_\_\_, plus interest thereon from and after \_\_\_, 19\_\_\_[--date of execution of instrument---], at the rate of \_\_\_ percent per annum, as compensation and in lieu of cancellation.

<>. For damages in the sum of \$\_\_\_\_\_, plus interest thereon from and after \_\_\_, 19\_\_\_, at the rate of \_\_\_ percent per annum.

<>. For exemplary and punitive damages in the sum of \$\_\_\_\_\_.

<>. For costs of suit herein incurred.

<>. For such other and further relief as the court may deem proper

Date: \_\_\_\_\_

\_\_\_\_\_ [Plaintiff's name]  
Plaintiff *In Pro Per*

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