

## Preface

This text is a study of rescission *ab initio* at common law and in equity.

Chapter 1 examines the ramifications of the distinction between rescinding a transaction *ab initio*, and terminating a contract, but with prospective effect only, on the ground of a fundamental breach of it committed by the opposite party thereto.

Chapter 2 discusses the distinction between *restitutio in integrum* at common law and *restitutio in integrum* in equity.

Chapter 3 discusses the concurrent, and exclusive, jurisdictions of equity in relation to rescission *ab initio*.

Chapter 4 distinguishes between, and deals with, intention-based election and estoppel-based election.

Chapter 5 examines the impact on the interests of third parties where the relevant transaction is void *ab initio*, as opposed to being merely voidable *ab initio*.

Chapter 6 addresses the tenebrific concept of partial rescission.

Chapter 7 encompasses the controversy as to whether or not an executed contract is capable of being rescinded by reason of its formation having been induced by a non-fraudulent misrepresentation made by one party to the opposite party.

Chapter 8 identifies the various grounds for rescission.

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## PREFACE

My use of the masculine pronoun, which is not the general policy of the Publisher, is based on convenience only.

The law stated in this text is derived from the analysis of materials accessible to me as at 3 August 2015.

Denis SK Ong  
17 August 2015