

Selling by mistake: good faith as an impediment to avoiding the contract

A Seller who fails to clarify a point of essence and mention it to the Buyer(s) prior to concluding a contract cannot rely on its mistake in order to avoid the contract or to refuse its performance.

Fundamental error in the context of M&A transactions: reversing the irreversible?

Rescission with retroactive effect of a share purchase agreement because of a fundamental error.