

## In This Case, The Contract Had No Beginning

Article By:

Keith Paul Bishop

---

Known for the elegance of his Latin, French humanist Marc Antoine Muret observed "*que Graece Latineque sciat, is, quocunque terrarum venerit, apud plerosque admirationi erit* (and whoever knows Greek or Latin, wherever in the world she shall go, will be admired by everyone)". Nearly 500 years later, a knowledge of Latin can still be an important asset as was illustrated by the Court of Appeal's decision in *Fish IP Law v. Tsang*, 2020 Cal. App. Unpub. LEXIS 145.

The issue before the Court of Appeal was whether an arbitration clause in a partnership agreement was enforceable after the parties had entered into an agreement stating that the partnership agreement was "void *ab initio*". The defendant sought arbitration contending that the termination agreement only voided the partnership agreement prospectively, not retroactively.

**In the beginning the earth was void and so it seems was this contract . . .**

The trial court sided with the defendant and the Court of Appeal in an unpublished opinion affirmed finding "'Ab initio' is a Latin phrase meaning 'from the beginning,' and, consequently, 'Void ab initio' means a contract is null from the beginning, as from the first moment when the contract is entered into." *citing* 17A C.J.S. Contracts, § 169 & fn. 1.

As an unpublished decision, the case is subject to Rule 8.1115 of the California Rules of Court limiting citation and reliance.

### **What about turbaries?**

Suppose an issuer holds a turbary, is that issuer a resource extraction issuer under the SEC's rule proposal? See [Is Coal a Mineral and Why Ask?](#)

© 2010-2025 Allen Matkins Leck Gamble Mallory & Natsis LLP

---

National Law Review, Volume X, Number 15

Source URL: <https://natlawreview.com/article/case-contract-had-no-beginning>