§ 3002. Actions and relief not barred for inconsistency. (a) Action against several persons. Where causes of action exist against several persons, the commencement or maintenance of an action against one, or the recovery against one of a judgment which is unsatisfied, shall not be deemed an election of remedies which bars an action against the others.

(b) Action against agent and undisclosed principal. Where causes of action exist against an agent and his undisclosed principal, the commencement or maintenance, after disclosure of the principal, of an action against either, or the recovery of a judgment against either which is unsatisfied, shall not be deemed an election of remedies which bars an action against the other.

(c) Action for conversion and on contract. Where causes of action exist against several persons for the conversion of property and upon express or implied contract, the commencement or maintenance of an action against one, or the recovery against one of a judgment which is unsatisfied, either for the conversion or upon the contract, shall not be deemed an election of remedies which bars an action against the others either for the conversion or upon the contract.

(d) Action on contract and to reform. A judgment denying recovery in an action upon an agreement in writing shall not be deemed to bar an action to reform such agreement and to enforce it as reformed.

(e) Claim for damages and rescission. A claim for damages sustained as a result of fraud or misrepresentation in the inducement of a contract or other transaction, shall not be deemed inconsistent with a claim for rescission or based upon rescission. In an action for rescission or based upon rescission the aggrieved party shall be allowed to obtain complete relief in one action, including rescission, restitution of the benefits, if any, conferred by him as a result of the transaction, and damages to which he is entitled because of such fraud or misrepresentation; but such complete relief shall not include duplication of items of recovery.

(f) Vendee's lien not to depend upon form of action. When relief is sought, in an action or by way of defense or counterclaim, by a vendee under an agreement for the sale or exchange of real property, because of the rescission, failure, invalidity or disaffirmance of such agreement, a vendee's lien upon the property shall not be denied merely because the

claim is for rescission, or is based upon the rescission, failure, invalidity or disaffirmance of such agreement.