The effect of a change of circumstances on the binding force of contracts

Comparative perspectives
R.A. Momberg Uribe

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Comparative perspectives

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This book is the published version of the Ph.D thesis defended on May 27, 2011.
In loving memory of my mother, Nancy
Your light always shines on me
ACKNOWLEDGEMENTS

While sitting just in front of my desk, with such a beautiful view of the Utrecht Dom, thinking that my stay and work in the Netherlands is becoming to an end makes me feel a complex mixture of sadness and satisfaction. Sadness because this wonderful stage of my life is closed, but satisfaction because is ending successfully.

I would like to spend a few paragraphs writing about my feelings and gratitude towards the people who joined me and supported me during the writing of my dissertation. They all contributed to making me feel that I was not alone in this indeed solitary and individual work.

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ABBREVIATIONS

AC       Appeal Cases
All ER   All England Reports
App.Cas.Law  Reports Appeal Cases
BGB          Bürgerliches Gesetzbuch
BW            Burgerlijk Wetboek
Bull.civ.  Bulletin des arrêts de la cour de cassation rendus en matière civile
Cám. Civil  Cámara Civil
CCiv. y Com.  Cámara Civil y Comercial
CNFed. Civ. y Com.  Cámara Nacional de Apelaciones en lo Civil y Comercial Federal
CA        Cour d'appel, Court of Appeal
CApel.    Corte de Apelaciones
Cass       Cassation; Cassazione
CE         Conseil d’Etat
CNCiv.    Cámara Nacional de Apelaciones en lo Civil de la Capital Federal
CS        Corte Suprema (Argentina)
CNCom     Cámara Nacional de Apelaciones en lo Comercial de la Capital Federal
CNEsp., Civ. y Com.  Cámara de Apelaciones en lo Civil y Comercial
D         Recueil Dalloz
DCFR     Draft Common Frame of Reference
DP        Dalloz Periodique
Eng Rep  English Reports
F         Federal Reporter
F. 2nd  Federal Reporter, 2nd Series
F.Supp.  Federal Supplement
F. Supp. 2d  Federal Supplement, 2nd Series
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
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<tr>
<td>Foro amm.</td>
<td>Il Foro Amministrativo</td>
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<tr>
<td>Foro it.</td>
<td>Il Foro Italiano</td>
</tr>
<tr>
<td>Giust. civ.</td>
<td>Giustizia Civile</td>
</tr>
<tr>
<td>Giust. civ. mass.</td>
<td>Giustizia Civile Massimario</td>
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<tr>
<td>ICC</td>
<td>International Chamber of Commerce</td>
</tr>
<tr>
<td>I.C.J Reports</td>
<td>International Court of Justice Reports</td>
</tr>
<tr>
<td>I.L.M.</td>
<td>International legal materials</td>
</tr>
<tr>
<td>JCP</td>
<td>Jurisclasseur périodique</td>
</tr>
<tr>
<td>JNCiv.</td>
<td>Juzgado Nacional de Primera Instancia en lo Civil</td>
</tr>
<tr>
<td>KB</td>
<td>King’s Bench</td>
</tr>
<tr>
<td>L.R.C.P.</td>
<td>Law Reports Common Pleas Cases</td>
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<td>L.R.Eq.</td>
<td>Law Reports Equity</td>
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<tr>
<td>Lloyd’s Rep.</td>
<td>Lloyd’s Law Reports</td>
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<tr>
<td>N.E.2d</td>
<td>North Eastern Reporter, 2nd Series</td>
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<tr>
<td>N.Y.S. 2d</td>
<td>New York Supplement, 2nd Series</td>
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<td>N.W.2d</td>
<td>North Western Reporter, 2nd Series</td>
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<td>P</td>
<td>Pacific Reporter</td>
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<td>Pacific Reporter, 2nd Series</td>
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<td>P.3d</td>
<td>Pacific Reporter, 3rd Series</td>
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<tr>
<td>PECL</td>
<td>Principles of European Contract Law</td>
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<tr>
<td>PICC</td>
<td>UNIDROIT Principles of international Commercial Contracts</td>
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<tr>
<td>Q.B.</td>
<td>Queen’s Bench</td>
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<td>Q.B.D.</td>
<td>Queen’s Bench Division</td>
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<tr>
<td>RDC</td>
<td>Revue des Contrats</td>
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<tr>
<td>Riv. dir. comm.</td>
<td>Rivista del Diritto Commerciale e del Diritto Generale delle Obbligazioni</td>
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<tr>
<td>RTDCiv</td>
<td>Revue trimestrielle de droit civil</td>
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<tr>
<td>RDJ</td>
<td>Revista de Derecho y Jurisprudencia</td>
</tr>
<tr>
<td>SC Buenos Aires</td>
<td>Suprema Corte de Justicia (Buenos Aires)</td>
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<td>South Western Reporter, 3rd Series</td>
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<td>UCC Rep. Serv. (CBC)</td>
<td>Uniform Commercial Code Reporting Service (Callaghan)</td>
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