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.

First of all, my gratitude and recognition are extended to my supervisor, Prof. Dr. Ewoud Hondius, who, since the very beginning, has given me his support and confidence to carry out this research. He was always generous in sharing his knowledge and experience and also in giving me guidance, but at the same the necessary liberty to pursue my own intellectual interests.

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To come to the Netherlands implied a big challenge not only personally, but also for my wife Carola, and my children Manuela and Gustavo. They joined me in this adventure asking nothing in return. I have to say that they succeeded in that challenge much earlier than me, and I can proudly say that both my children and my wife are very happy and feel very much at home in the Netherlands. Without their unfailing support, understanding and daily love, this task would have been impossible for me.

We all know that our time in the Netherlands would be limited, but we never imagined how much we would enjoy it. Infinite thanks to all our friends and people who made these years some of the best of our lives. It is very hard for us to say goodbye, but I am sure that this is not a definitive farewell. We are looking forward to seeing you all again.
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# Abbreviations

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<tr>
<td>AC</td>
<td>Appeal Cases</td>
</tr>
<tr>
<td>All ER</td>
<td>All England Reports</td>
</tr>
<tr>
<td>App.Cas.Law</td>
<td>Reports Appeal Cases</td>
</tr>
<tr>
<td>BGB</td>
<td>Bürgerliches Gesetzbuch</td>
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<tr>
<td>BW</td>
<td>Burgerlijk Wetboek</td>
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<tr>
<td>Bull.civ.</td>
<td>Bulletin des arrêts de la cour de cassation rendus en matière civile</td>
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<tr>
<td>Cám. Civil</td>
<td>Cámara Civil</td>
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<tr>
<td>CCiv. y Com.</td>
<td>Cámara Civil y Comercial</td>
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<tr>
<td>CNFed. Civ. y Com.</td>
<td>Cámara Nacional de Apelaciones en lo Civil y Comercial Federal</td>
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<tr>
<td>CA</td>
<td>Cour d'appel, Court of Appeal</td>
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<tr>
<td>CApel.</td>
<td>Corte de Apelaciones</td>
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<tr>
<td>Cass</td>
<td>Cassation; Cassazione</td>
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<tr>
<td>CE</td>
<td>Conseil d’Etat</td>
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<tr>
<td>CNCiv.</td>
<td>Cámara Nacional de Apelaciones en lo Civil de la Capital Federal</td>
</tr>
<tr>
<td>CS</td>
<td>Corte Suprema (Argentina)</td>
</tr>
<tr>
<td>CNCom</td>
<td>Cámara Nacional de Apelaciones en lo Comercial de la Capital Federal</td>
</tr>
<tr>
<td>CNEsp., Civ. y Com.</td>
<td>Cámara de Apelaciones en lo Civil y Comercial</td>
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<tr>
<td>D</td>
<td>Recueil Dalloz</td>
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<tr>
<td>DCFR</td>
<td>Draft Common Frame of Reference</td>
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<tr>
<td>DP</td>
<td>Dalloz Periodique</td>
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<td>Eng Rep</td>
<td>English Reports</td>
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<td>F</td>
<td>Federal Reporter</td>
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<td>F. 2nd</td>
<td>Federal Reporter, 2nd Series</td>
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<tr>
<td>Foro amm.</td>
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<td>Il Foro Italiano</td>
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<tr>
<td>Giust. civ.</td>
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<td>ICC</td>
<td>International Chamber of Commerce</td>
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<td>I.C.J Reports</td>
<td>International Court of Justice Reports</td>
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<td>International legal materials</td>
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<td>JCP</td>
<td>Jurisclasseur périodique</td>
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<td>Juzgado Nacional de Primera Instancia en lo Civil</td>
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<tr>
<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>
</tr>
<tr>
<td>Q.B.</td>
<td>Queen’s Bench</td>
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<tr>
<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>
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<tr>
<td>SC Buenos Aires</td>
<td>Suprema Corte de Justicia (Buenos Aires)</td>
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<tr>
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