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 civil
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’État
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
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<th>Abbreviations</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>
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<tr>
<td>Giust. civ.</td>
<td>Giustizia Civile</td>
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<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>
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<tr>
<td>I.C.J Reports</td>
<td>International Court of Justice Reports</td>
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<tr>
<td>I.L.M.</td>
<td>International legal materials</td>
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<tr>
<td>JCP</td>
<td>Jurisclasseur périodique</td>
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<tr>
<td>JNCiv.</td>
<td>Juzgado Nacional de Primera Instancia en lo Civil</td>
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<tr>
<td>KB</td>
<td>King's Bench</td>
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<tr>
<td>L.R.C.P.</td>
<td>Law Reports Common Pleas Cases</td>
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<td>L.R.Eq.</td>
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<td>Lloyd's Rep.</td>
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<tr>
<td>N.E.2d</td>
<td>North Eastern Reporter, 2nd Series</td>
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<td>N.Y.S. 2d</td>
<td>New York Supplement, 2nd Series</td>
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<td>N.W.2d</td>
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<td>P.3d</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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<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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<td>RDJ</td>
<td>Revista de Derecho y Jurisprudencia</td>
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<td>SC Buenos Aires</td>
<td>Suprema Corte de Justicia (Buenos Aires)</td>
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<td>UCC Rep. Serv. (CBC)</td>
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