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
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

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
### Abbreviations

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<tr>
<th>Abbreviation</th>
<th>Full Name</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>
</tr>
<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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<td>L.R.C.P.</td>
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<td>L.R.Eq.</td>
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<tr>
<td>N.E.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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<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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<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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<td>RDJ</td>
<td>Revista de Derecho y Jurisprudencia</td>
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