

Termination Because of Delay and the Responsibility of the Obligor

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Abstract

According to Taiwan Civil Code, if the responsibility of the obligor is not expressly required for the termination of contract, no such requirement is necessary. Recent development of the contract law in all the legal systems under discussion is that, instead of the responsibility of the obligor, the remedy of termination is only available if the default attains a certain minimum degree of seriousness.

**Keywords: delay of performance; termination of contract; responsibility of
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