The common law approach to frustration has always been either to deny the possibility of relief or to restrict the ambit of the relief as far as possible. Contracts are to be performed, and a relieving Power would introduce uncertainty, and the possibility of dispute, in too many cases. This is not what business people desire. They are willing to recognise that outside events may alter the nature of the obligation. Thus the Vienna Convention reflects commercial reality more than the common law and the Sale of Goods Act do.

We have seen how a not-untypical force majeure clause, the GAFTA prohibition clause, afforded relief in circumstances where the common law would have found a breach of contract. Many force majeure clauses in practice are wider and vaguer than the GAFTA clause.

Referring Principles:

VI.3 - Force majeure