Course-focused and comprehensive, the Textbook on series provides an accessible overview of the key areas on the law curriculum. In general terms non-performance constitutes a breach of contract. The contract may have expressly allocated the risk of certain external events which occur after the contract is made to one of the parties by means of a force majeure clause. The terms of this clause will determine the parties’ positions if the event in question occurs. In the absence of an express allocation of the risk, the frustration doctrine is a residual doctrine that governs when such frustrating events intervene, without the fault of either party. These frustrating events relate to impossibility, illegality or frustration of the common purpose of both parties. This chapter examines the legal basis of the frustration doctrine, when it applies, when it does not apply and the legal consequences of frustration on the parties’ positions. Frustration automatically terminates the contract for the future.
12. Discharge by frustration: subsequent impossibility

and, where it applies, the provisions of the Law Reform (Frustrated Contracts) Act 1943 govern the parties’ pre-existing legal position.