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Matric: 17/eng06/054

- 1. During this COVID 19 have been able to participate in the rules guiding the virus and have time for my personal well being. Also I have been able to read my books and attend online classes which are being setup by my school and are very effective. I have also had time in impacting my voice through the social media, especially with cases dealing with rape and racism. Also I have engaged myself in a small business which is a computer setup business to be getting small money for the up keep for myself and also been educating others through the YouTube.
- 2. Force majeure is a civil law concept that has no real meaning under the common law. However, force majeure clauses are used in contracts because the only similar common law concept the doctrine of frustration has limited application, because for it to apply the performance of a contract must be radically different from what was intended by the parties.

How does it apply in my discipline?

In circumstances where a project company wants to minimize any opportunity for extension of time claims, it could consider not including a force majeure clause and instead rely on the doctrine of frustration. However, before making a determination to rely on frustration, a project company must consider how frustration is applied in the relevant jurisdiction and, in particular, whether the common law application has been altered by legislation. Given force majeure clauses are creatures of contract; their interpretation will be governed by the normal rules of contractual construction. Force majeure provisions will be construed strictly and in the event of any ambiguity the contra proferentem rule will apply. Contra proferentem literally means "against the party putting forward". In this context, it means that the clause will be interpreted against the interests of the party that drafted it. The parties may contract out of this rule