

State	Interpretation of List (narrow or broad)	Catch-All	Foreseeable	Government Action	Magic Language	Mitigation	
Delaware	Construes force majeure provisions according to the provision's plain meaning ¹	Requires specific language	Caselaw is undeveloped. No case law states that the event must be unforeseeable; depends on language of the contract	No caselaw on the subject	"any reason whatsoever" has been accepted to broaden the clause ²	No case law on the subject	
Florida	Courts narrowly construe force majeure clauses - generally will only excuse a party's performance if the event is listed ³	No caselaw on the subject	Do not need to demonstrate that the event was unforeseeable - Events that merely frustrate performance are permissible if listed and outside the control of the party	Can only be relied upon if the force majeure clause enumerates government prohibition/action ⁴	No caselaw on the subject	Not required, however, force majeure cannot be invoked if force majeure event is not the sole factor for non-performance	

¹ Stroud v. Forest Gate Dev. Corp., No. Civ.A 20063-NC, Civ.A 2064-NC, 2004 WL 1087373, at *4 (Del. Ch. May 5, 2004)

² Stroud

³ In re Flying Cow Ranch HC, LLC, 2018 WL 7500475, at *2 (Bankr. S.D. Fla. June 22, 2018), leave to appeal denied sub nom. Flying Cow Ranch HC, LLC v. McCarthy, 2019 WL 1258780 (S.D. Fla. Mar. 19, 2019)

⁴ Stroud

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Illinois	No caselaw on the subject	No caselaw on the subject	Can include foreseeable risks if identified. Places the impossibility doctrine into the written contract. ⁵	No caselaw on the subject	No caselaw on the subject	Duty to make an effort to resolve the event or inability to perform ⁶	Force majeure clauses supersede the impossibility doctrine, ⁷ however reciting boilerplate or a catch all provision will invoke the body of common law interpreting the term similarly to the doctrine of impossibility. ⁸
Maryland	No caselaw on the subject	No caselaw on the subject	No caselaw on the subject	No caselaw on the subject	No caselaw on the subject	No caselaw on the subject	

⁵ United States v. Moore American Graphics, Inc., 1989 WL 81799 (1989)

⁶ Commonwealth Edison v. Allied-General Nuclear Serv. 731 F. Supp. 850 (N.D. Ill. 1990)

⁷ Northern Indiana Public Service Co., v. Carbon County Coal Corp. 799 F.2d 265, 276 (7th Cir. 1986)

⁸ Commonwealth

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Massachusetts	No caselaw on the subject The clause must be interpreted with reference to the previous clauses of the contract ⁹	No caselaw on the subject	No case law on the subject	No caselaw on the subject	No caselaw on the subject	No caselaw on the subject	
Minnesota	Construes force majeure provisions according to the provision's plain meaning	No caselaw on the subject	Excuses performance in the event of an unforeseen circumstance ¹⁰	No caselaw on the subject	No caselaw on the subject	No caselaw on the subject	
New Jersey	Courts narrowly construe force majeure clauses and generally will only excuse performance if the event is listed ¹¹ Courts apply the rule of <i>ejusdem generis</i> -including only those things as the same character or class as the specific events mentioned	Not to be construed to its widest extent; rather, such language is to be narrowly interpreted as contemplating only events or things of the same general character	The event need not be absolutely unforeseeable, it is enough to show that the event makes performance impracticable ¹²	No caselaw on the subject	No caselaw on the subject	No caselaw on the subject	

⁹ Baetjer v. New England Alcohol Co., 319 Mass 592 (1946)

¹⁰ Suburban Newspapers of Greater St. Louis, Inc. v. Kroger Co., 886 F.2d 1060, 1062 (8th Cir.1989)

¹¹ Buono Sales, Inc. v. Chrysler Motors Corp., 363 F.2d 43, 47 (3 Cir.1966), cert. den. 385 U.S. 971, 87 S.Ct. 510, 17 L.Ed.2d 435 (1966);

¹² Facto v. Pantagis, 390 N.J. Super. 227 (2007)

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New York	Courts narrowly construe force majeure clauses and generally will only excuse a party's performance if the event is listed ¹³ Courts apply the rule of <i>ejusdem generis</i> -including only those things as the same character or class as the specific events mentioned	Phrases such as "for any reason" or "other similar events" will not broaden the meaning ¹⁴	Must demonstrate the event was not foreseeable ¹⁵	Can only be relied upon if the force majeure clause enumerates government prohibition/action ¹⁶	"Any cause whether similar or dissimilar to the foregoing," has been accepted to broaden the clause's meaning ¹⁷	Must make an attempt to perform in order to invoke ¹⁸	Courts may look to industry practice of events that excuse performance ¹⁹

¹³ Reade v. Stoneybrook Realty, LLC, 882 N.Y.S. 2d 8, 9 (1st Dep't 2009); Phibro Energy, Inc. v. Empresa De Polimeros De Sines Sarl, 720 F. Supp. 312, 318 (S.D.N.Y. 1989); see Kel Kim Corp. v. Central Markets, Inc., 70 N.Y.2d 900, 902-03, 524 N.Y.S.2d 384, 385, 519 N.E.2d 295, 296 (N.Y. 1987)

¹⁴ Constellation Energy Servs. of N.Y., Inc. v. New Water St. Corp., 46 N.Y.S. 3d 25, 146 A.D. 3d 557, 558 (1st Dep't 2017)

¹⁵ United States v. Brooks–Callaway Co., 318 U.S. 120, 122–23, 63 S.Ct. 474, 475–76, 87 L.Ed. 653 (1943)

¹⁶ Stroud

¹⁷ Castor Petroleum Ltd. v. Petroterminal De Panama, S.A., 968 N.Y.S. 2d 435, 498 (1st 2013)

¹⁸ Phillips P.R. Core, Inc. v. Tradax Petrol. Ltd., 782 F.2d 314, 319 (2d Cir. 1985)

¹⁹ Mitsubishi Int'l. Corp. v. Interstate Chem. Corp., No. 08 Civ. 194, 2008 WL 2139137, at *3 (S.D.N.Y. May 20, 2008)

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Pennsylvania	Construes force majeure provisions according to the provision's plain meaning.	Courts are reluctant to give intent to the catch all phrase.	No caselaw on the subject	No caselaw on the subject	No caselaw on the subject	Non-performing party must show what action it has taken to perform the contract. ²⁰	Must show that the excuse was beyond a party's control and not due to any fault of the party even if the event is listed in the force majeure clause
Washington DC	Courts apply the rule of <i>ejusdem generis</i> -including only those things as the same character or class as the specific events mentioned ²¹	Catch all language is accepted to broaden the clause ²²	Parties must prove that the event was unanticipated ²³	No caselaw on the subject	Not necessary	No caselaw on the subject	

²⁰ Martin v. Pennsylvania, Department of Environmental Resources, 120 Pa. Commw. 269 (1988)

²¹ Edwards v. United States 583 A.2d 661 (D.C. 1990)

²² Eastern States Petroleum & Chemical Corporation v. Seaton, 165 F. Supp 363 (1958)

²³ United States v. Caterpillar, Inc. 277 F. Supp. 73 (2002)