

**3060 HINDRANCE OR INTERFERENCE WITH PERFORMANCE**

If one person enters into a contract with another, there is an implied promise by each that each person will do nothing to hinder or obstruct performance by the other. [If cooperation is necessary for the performance of the contract, there is an implied promise to give the necessary cooperation.] [Failure to cooperate may constitute a hindrance or obstruction of performance.]

The implied promise is as binding as if spelled out [and failure to fulfill the promise constitutes a breach of contract]. The doing of acts or the failure to do acts which one party knows or ought to know would hinder or prevent the other from performing his or her obligations under the contract may constitute such a breach.

(But if hindrance or obstruction of the performance of a party [is reasonably necessary or] was contemplated at the time the contract was made, it would not be considered a breach.)

(The conduct of a party which may have been sufficient to hinder or prevent performance by the other party to a contract does not constitute a breach if the other party would not have performed in any event.)

**COMMENT**

This instruction and comment were approved by the Committee in 1975. Editorial changes were made in 1993 to address gender references in the instruction. No substantive changes were made to the instruction.

Implied promise: Gessler v. Erwin Co., 182 Wis. 315, 193 N.W. 363 (1924); Edward E. Gillen Co. v. John H. Parker Co., 170 Wis. 264, 171 N.W. 61 (1919); Kehm Corp. v. United States, 93 F. Supp. 620 (1950).

Breach: Edward E. Gillen Co., supra.

Corbin on Contracts, Vol. 4, § 947; 17 Am. Jur. 2d Contracts § 442.

Hindrance contemplated: Corbin on Contracts, Vol. 3, § 571, Vol. 4, § 947.

No breach by hindrance if other party would not have performed: Corbin on Contracts, Vol. 3, § 571,  
n. 6.