

**3078 ABANDONMENT: MUTUAL**

Obligations under a contract may be terminated if the contract is abandoned by both the parties. The abandonment of a contract is purely a matter of intent to be ascertained from the facts and circumstances existing at the time the abandonment is alleged to have occurred.

In addition to acts by the parties which would show that an abandonment has occurred, it must appear that there was an actual mutual intention to abandon the contract. Intent to abandon may be express or may be inferred from the conduct of the parties.

**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.

Gessler v. Erwin Co., 182 Wis. 315, 340, 193 N.W. 363 (1924); 17 Am. Jur. 2d Contracts § 484.