

**3046 IMPLIED PROMISE OF NO HINDRANCE**

If one person enters into a contract with another, there is an implied promise by each that he or she 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.]

**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.

This instruction is identical to the first paragraph of Wis JI-Civil 3060.

Manning v. Galland-Henning Pneumatic Malting Drum Mfg. Co., 141 Wis. 199, 203, 124 N.W. 291 (1910).