### IDJI 6.25 - Abandonment

INSTRUCTION NO. \_\_\_

A contract is abandoned where both parties expressly abandon the contract, or where one party acts in a manner indicating an intention to abandon the contract, or acts in a manner inconsistent with the continuation of the contract, and the other party acquiesces therein. Abandonment of a contract is a question of intent. It may be implied from the parties’ actions. If the contract is abandoned, the law leaves the parties where it finds them.

Comments:

Jensen v. Chandler, 77 Id. 303, 307 (1955); Copenhaven v. Lavin, 92 Id. 681, 684 (1968); American Silver Min. Co. v. Coeur d’Alene Mines Corp., 94 Id. 54, 60 (1921); Russel v. Russel, 99 Id 151, 154 (1978); Liebelt v. Liebelt, 118 Id. 845, 849 (Ct. App. 1990)