

Case Brief

Vypracoval: Radim Dočkal

Parties: Sullivan versus Bullock

Facts: Sullivan hired Bullock to transmute some rooms in her house. The written contract included the major aspects but there weren't much details. No precise things were agreed in about the design or the whole final product. The work wasn't completed on time. Plaintiff assented to the delays. The work performed was sometimes not as Plaintiff requested, and was not performed to her satisfaction. Plaintiff moved back in while the remodeling continued. She stated, that in her absence no workmen would be at her place. One workman entered through a window anyway. Plaintiff told the defendant to remove his crew from the premises.

Legal Issue(s): Whether it was the owner or the contractor who breached the contract ?

Procedural history: Jury returned Special verdict; Plaintiff filed Judgment notwithstanding verdict that was denied. Plaintiff appealed, denial affirmed and damages reversed and remanded.

Rule: Plaintiff's performance requires the cooperation of the defendant, the defendant promises to give this cooperation and if defendant fails to do so, defendant is immediately liable although defendant's only express promise is to pay money at a future day.

Reasoning: There is generally in a contract subject to either an express or implied condition an implied promise not to prevent or obstruct performance of the condition. Such prevention if the condition could otherwise have been performed, is an immediate breach of contract. The duty to cooperate involves allowing access to the premises to enable the contractor to perform the work. Non-performance under the contract is excused if the other party prevented the performance. To excuse a party's nonperformance the conduct of the party preventing performance must be wrongful and in excess of their legal rights. The act of prevention must have been unreasonable and outside the purpose of the parties as expressed in the contract. When plaintiff denied access she acted in a manner that was outside the intention of the contract or the parties when they executed the contract.