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TORTS-INDUCING BREACH OF CONTRACT

TORTS—INDUCING BREACH OF CONTRACT.—A contracted to build a dwelling for B, a negro. C, learning that A was building the structure for B, called on B and gave B to understand that the neighborhood would not permit B to use the building after completion. There were no direct threats, nor was there any violence, nor was B requested to cancel the contract. A sues C for inducing the breach which follows C's conversation with B. *Held,* A was entitled to damages even though C bore no malice toward A and did not intend to cause damage to A. *Carson v. Stephens* (La. 1930) 129 So. 381.

The great weight of authority in this country and England is to the effect that if A has a legal contract with B, either for rendition of service or any other purpose, and C, having knowledge of the existence thereof, intentionally and knowingly and without reasonable justification or excuse induces B to break the contract, by reason of which A sustains damage, an action will lie by A against C to recover the same. *Campbell v. Gates,* 236 N. Y. 457, 141 N.E. 914; *Lamb v. Cheney,* 227 N. Y. 418, 125 N.E. 817. The general rule, as stated often, contains the phrase "maliciously inducing the breach." See 28 MICH. L. REV. 94, 352, 1063. But the malice required is not malice in fact but legal malice. See 12 MINN. L. REV 147. While the instant case is an example of this modern tendency to extend liability, *Brooks v. Patterson,* 234 Ky. 757, 29 S.W. (2d) 26, decided one month previous in another jurisdiction, is an example of the early doctrine that tort liability exists only where there is a master-servant relationship, unless the means inducing the breach involved deceit, fraud or coercion. See notes in 16 L. R. A. (N. S.) 747; 28 L. R. A. (N. S.) 615; L. R. A. 1915F 1076. The Kentucky case did not involve a breach of an existing contract but the court followed the rule that the same principles apply where a third person prevents the making of a future contract. The instant case and *Brooks v. Patterson,* supra, show us that no one accepted rule has been generally adopted, and sustain the prediction of Judge Mitchell in *Bohn Mfg. Co. v. Hollis* (1893) 54 Minn. 223, 55 N.W. 1119, "that for a quarter of a century the subject here involved would remain one of the most important and difficult confronting the courts."