

**3.30C UNLAWFUL INTERFERENCE WITH CONTRACTUAL RELATIONS** (Approved before 1986)

**WRONGFUL ACT — DEFINITION**

In determining whether the defendant committed a wrongful act, the ultimate inquiry is whether defendant unjustifiably interfered with plaintiff's fair opportunity to conduct his/her legitimate business affairs.

Everyone has a right to enjoy the fruits and advantages of his/her own enterprise, industry and skill, free from unjustified and wrongful interference. (He/She has no right to be protected against fair and legitimate competition).

Thus, the law protects a person in the pursuit of his/her livelihood. (True, he/she cannot complain of every disappointment; others too, may further their equal interests, if the means are fair).

If the act complained of does not rest upon some legitimate interest, or if there is sharp dealing or over-reaching, or other conduct below the behavior of fair men similarly situated, the ensuing loss to the plaintiff should be redressed.

Hence one who unjustifiably interferes with the contract (or reasonable expectation of economic advantage) of another has committed a wrongful act.

Cases:

*Harris v. Perl*, 41 N.J. 455 (1964); *Louis Schlesinger Co. v. Rice*, 4 N.J. 169, 181 (1950), “a wrongful act is any act which in the ordinary course will infringe upon the rights of another to his/her damage, except it be done in the exercise of an equal or superior right”; *Raymond v. Cregar*, 38 N.J. 472, 480 (1962), “malicious interference is the intentional doing of a wrongful act without justification or excuse”; *Sokolay v. Edlin*, 65 N.J. Super. 112, 128 (App. Div. 1961), to sustain the allegations that defendant maliciously interfered with plaintiff’s employment there must be proof of (1) actual interference by defendant, and (2) the malicious nature of such interference.