

them may be in itself the act to be excused, because the acts may be in themselves lawful. See *Mulcahy v. Reg.* L.R. 3 H.L.p. 317 and *Quinn v. Leatham*, ante.

And the results of the acts may be the breaking of a contractual relation, or the preventing of bargains necessary to the carrying on of business, or they may affect the health, comfort, peace of mind, business or profits of an individual or of a Company. Consequently the justification may have to be sought for in many different rights and from many and varied relationships. It is impossible to classify either the acts or the excuses in any useful way and examples will have to indicate a rough and ready rule.

The Courts have refrained from attempting to lay down any rule as to when justification exists. Both Stirling and Romer, L.JJ., think it well-nigh impossible: *Glamorgan v. South Wales*, ante at pp. 573, 577, and Lord Bowen's test in the *Mogul* case is the "good sense of the tribunal."

Both Bigham, J., in the Court below and Lord Justice Vaughan Williams, in his dissenting judgment in the Court of Appeal (*Glamorgan* case (1903) 1 K.B. 118, 2 K.B. 545) discuss the question of the right of an individual to counsel another, where in consequence of such advice a contract is to be broken or may be prevented. Bigham, J., cites the case of a brother advising a sister to break a contract of service which is injuring her health, and also cases where advice as to whether or not it is wise to break a contract is honestly asked and is honestly given by solicitors, parents or friends. He concludes that if from all the circumstances it appears that the interference was justified, a cause of action does not exist against the adviser. It is of course obvious that if the advice is taken and the contract broken an action lies against the person breaking the contract. Lord Justice Vaughan Williams in considering the cases referred to is of the opinion that the principle by which they are covered is that a community of interest or a duty arising from the relation of the parties affords a just cause or excuse. But self-interest is not in itself and apart from other considerations a complete justification. Wills, J., in *Allen v. Flood*, at p. 480 speaks of it as only one of the circumstances to be taken into consideration in determining whether there is or is not just cause or excuse. Lord Herschell in the same case (p. 129) alludes to furthering one's own interest as good cause if resort is not had to unlawful acts. And Bigham, J., in the *Glamorgan* case (1903)