law confining remedies by action to the contracting parties, dating from the statute of laborers, passed in 25 Edward III, and both on principle and authority limited by it; and that "the existence of intention, that is, malice, will in some cases be an essential ingredient in order to constitute the wrongfulness or injurious nature of the act; but it will neither supply the want of the act itself, or its hurtful consequences."

We have been referred to some American cases as being in harmony with the two cases mentioned. In *Walker* v. *Cronin*, 107 Mass. 555, it was held that where a contract exists by which a person has a legal right to continuance of service of workmen in business of manufacturing boots and shoes, and another knowingly and intentionally procures it to be violated, he may be held liable for the wrong, although he did it for the purpose of promoting his own business. But it was not alleged the defendant in that case had any such purpose in procuring the person to leave and abandon the employment of the plaintiff, the real grievance complained of being damage by the wanton and malicious act of defendant and others. In *Haskins* v. *Royster*, 70 N. C. 601; S. C., 16 Am. Rep. 780, it was held that if a person maliciously entices laborers or croppers on a farm to break their contract, and desert the service of their employer, damages may be recovered against him. But both those cases relate to rights and duties growing out of the relation of employer and persons agreeing to do labor and personal service, and do not apply here, except so far as the decisions rest upon other grounds than the statute of laborers. In *Jones* v. *Stanly*, 76 N. C. 355, it was however held that the same reasons which controlled the decision rendered in *Haskins* v. *Royster* "cover every case in which one person maliciously persuades another to break any contract with a third person. It is not confined to contracts for service." But we have not seen any other case in which the doctrine is stated so broadly. *Chesley* v. *King*, 74 Me. 164; S. C., 43 Am. Rep. 569, we do not regard at all decisive, because the court went no further than to say they were inclined to the view that there may be cases where an act, otherwise lawful, when done for the sole purpose of damage to a person, without design to benefit the doers or others, may be an invasion of the legal rights of such person. Cooley, Torts, 497, agreeing with Justice Coleridge, says: "An action cannot, in general, be maintained, for inducing a third person to break his contract with the plaintiff; the consequence, after all, being only a broken contract, for which the party to the contract may have his remedy by suing upon it." And it seems to us that the rule harmonizes with both principle and policy, and to it there can be safely and consistently made but two classes of exception; for, as to make a contract binding, the parties must be competent to contract and do so freely, the natural and reasonable presumption is that each party enters into it with his eyes open, and purpose and expectation of looking alone to the other for redress in case of breach by him. One such exception was made by the English statute of laborers to apply where apprentices, menial servants, and others, whose sole means of living was manual labor, were enticed to leave their employment, aud may be applied in this State in virtue of and as regulated by our own statutes. The other arises where a person has been procured against his will, or contrary to his purpose, by coercion or deception of another to break his contract. *Green* v. *Button*, 2 Cromp., M. & R. 707; *Ashley* v. *Dixon*, 48 N. Y. 430; S. C., 8 Am. Rep. 559. But as Wise was not induced by either force or fraud to break the contract in question, it must be regarded as having been done of his own will, and for his own benefit. And his voluntary and distinct act, not that of appellee, being the proximate cause of damage to appellants, they, according to a familiar and reasonable principle of law, cannot seek redress elsewhere than from him.

That an action on the case will lie whenever there is concurrence of actual damage to the plaintiff, and wrongful act by the defendant, is a truism, yet, unexplained, misleading. The act must not only be the direct cause of the damage, but a legal wrong, else it is *damnum absque injuria*. But whether a legal wrong has been done for which the law affords reparation in