In Exchange Telegraph Co. v. Gregory, [1896] 1 Q. B. 147, the head-note expresses the law thus: "In order to support an action for maliciously inducing persons to break their business contracts with the plaintiff, proof of specific damage need not be given; it is sufficient to prove facts from which it may properly be inferred that some damage must result to the plaintiff from the defendant's wrongful acts." This decision was followed by Stirling, J., in Exchange Telegraph Co. v. Central News, [1897] 2 Ch. 48, who held it was competent for a news agency to collect information from one source and transmit it to subscribers to whom it is new, upon the terms that they shall not communicate it to third parties, and the Court will interfere by injunction to restrain a subscriber from communicating such information to a third party in breach of his contract, and also to restrain a third party from inducing a subscriber to break his contract by supplying him with such information with a view to publication.

As further developed, it may now safely be asserted that the element of malice is not necessary to be alleged or proved; spite or ill-will is not of the gist of the action. It is enough to prove that the defendant has incited or procured a breach of contract, and, this being proved, an actionable wrong is established, unless there be legal justification for interfering with the contract. This ground of decision, first plainly pointed out by Lord Macnaghten in Quinn v. Leathem, [1901] A. C. at p. 570, is now well-recognized law, as shewn in South Wales Miners Federation v. Glamorganshire Coal Co., [1905] A. C. 239. What may be sufficient justification for interfering with the contractual rights of the plaintiffs with the purchaser of their ledger-binders and sheets, is a matter of evidence to be made out by the defendants. It is not enough to say that the restrictive condition was not present to the minds of either party when the solicitation was made, or that the object was to make profit for the defendants by competition with the plaintiffs, and that the motive of injuring the plaintiffs or lessening their sales was not taken into consideration. What justification suffices is considered by Mr. Justice Darling in Read v. Friendly Society, [1902] 2 K. B. 88, and the point has been elaborated in an able judgment in the Massachusetts Court, where much attention has been given to this class of cases, in Beekman v. Marsters, 195 Mass. 205 (1907), where it is decided that it is no defence in a suit to enjoin a defendant