

1 K.B. 118 at p. 134 agrees in these words:—"If the real object were to enjoy what was one's own or to acquire for one's self some advantage in one's property or trade, and what was done was done honestly, peaceably, and without illegal acts it would not, in my opinion properly be said that it was done without just cause or excuse, but not if done merely with the intention of causing temporal harm without reference to one's own lawful action or the lawful enjoyment of one's rights."

Romer, L.J., in the *Glamorgan* case (p. 574), points out that a community of interest is no answer to an action for procuring a breach of contract.

Stirling, L.J., admits (p. 577), the force of the argument that duty may protect, but is evidently of opinion that if the fulfilling of the duty to advise carried the adviser into active interference with an existing contract he would be liable.

It is obvious that community of interests as an excuse shifts the ground from the sole interest of the offending party in exercising his legal right. It either admits a right of outside interference with a matter in which another party is exercising his individual right or brings in the moral excuse of filial, fraternal or friendly duty instead of an existing and recognized right.

Until the House of Lords has spoken it is impossible to say to what extent and under what circumstances a defence will be established by the duty to advise or to actively interfere. In such cases as are illustrated by the one so forcibly cited by Stirling, L.J., (a father causing a child to break off a marriage engagement with a person of immoral character) a difficult problem is suggested. It may be that the right to physical health and the enjoyment of life to which every one is entitled (which in itself forms a valid excuse for breaking a contract) will enure to protect those who act to secure it. In the meantime, and speaking of cases in which only money interests are involved, it is extremely doubtful whether community of interest will be sufficient as a defence, though it may be a prime factor in determining the actual relationship of the parties.

The Divisional Court in *Read v. Friendly Society*, (1902) 2 K.B. 88, have laid down what seems to be a fairly comprehensive rule. They hold that the justification which will be sufficient to exonerate a person from liability for his interference with the contractual rights of another must be an equal or superior right in himself,