**19.02 Intentional Interference with Contract or Prospective Economic Advantage – DEFINITION OF iNTENT**

The defendant's actions were intentional if they were for the purpose of [inducing [name of third person] to breach the contract] [disrupting or preventing the plaintiff from achieving the potential business relationship] or if the defendant believed that [breach of the contract] [disruption of the relationship] was substantially certain to follow from [his][her] actions.

# Use Note

This instruction should be given immediately after Instructions 19.01A and 19.01B.

# Comment

The torts of intentional interference with contract and intentional interference with prospective economic advantage are closely related. *E.g.*, *Odom v. Fairbanks Memorial Hosp*., 999 P.2d 123, 132 (Alaska 2000). Both require a finding of specific intent. *See* *J & S Services, Inc. v. Tomter*, 139 P.3d 544, 551 (Alaska 2006)(intent to prevent fruition of the prospective relationship); *K & K Recycling, Inc. v. Alaska Gold Co.*, 80 P.3d 702, 716 (Alaska 2003)(intent to induce breach of contract); *Mattingly v. Sheldon Jackson College*, 743 P.2d 356, 363 (Alaska 1987).

Instruction 19.02 is based, in part, on *Shields v. Cape Fox Corp.*, 42 P.3d 1083, 1088 n.12 (Alaska 2002), and *Long v. Newby*, 488 P.2d 719 (Alaska 1971). In *Long*, the court emphasized that the defendant must have expressly intended to induce a breach or have foreseen that consequence of its actions in order for liability to attach under a claim of intentional interference with contract. *Id.* at 722-23.