### IDJI 4.70 – Tortious interference with contract – issues

INSTRUCTION NO. \_\_\_\_\_

 With respect to the plaintiff’s claim for tortious interference with contract, the plaintiff has the burden of proving each of the following propositions:

 (1) The plaintiff was a party to an existing contract;

 (2) The defendant knew of the contract;

 (3) The defendant intentionally interfered with the contract, causing a breach;

 (4) The plaintiff was damaged as a proximate result of the defendant’s interference; and

 (5) The nature and extent of damage, and the amount thereof.

Comment:

 See, Barlow v. International Harvester Co., 95 Idaho 881, 522 P.2d 1102 (1974); Magic Valley Truck Brokers, Inc. v. Meyer, 133 Idaho 110, 982 P.2d 945 (Ct. App. 1999).

 Affirmative defenses: Many of the affirmative defenses applicable to this issue have not been addressed or approved in the decisions of Idaho appellate courts. For further reference, see Section 767 through 774 of the Restatement (Second) of Torts.