

Dec 2022 | [Articles Blog: The Westchester Litigator](#)

The Client Made Me Do It: Attorney-Client Relationship Precludes Attorney Liability for Tortious Interference with Contractual Relations

Attorneys serve their clients as advisors, counselors, advocates – and agents: The client, as principal, is authorized to direct the actions of the attorney, as agent, in accordance with representation. A recent Second Department decision examines the scope of that agency relationship in the context of a third-party claim that an attorney induced his client to breach a contract. The Court found that a claim cannot lie against an attorney for tortious interference with a contract if the attorney legally acted within the scope of the attorney-client relationship.

The Case: *Asamblea De Iglesias Christianas, Inc. v. DeVito*

In *Asamblea*, the plaintiffs contracted to purchase property from the defendant seller. Later, the plaintiffs learned the property had already been sold and brought suit, alleging causes of action for fraud and tortious interference with contractual relations against both the defendant seller and his attorneys, who represented the seller in the earlier transaction. The attorney defendants moved to dismiss the claims against them, which the trial court denied.

On appeal, the Second Department reversed the lower court’s decision. Regarding the tortious interference claim, the Court noted the heightened pleading standard for tortious interference requires “more than mere speculation,” and where the allegations are “vague and conclusory,” the claim must be dismissed. The Court also discussed how the attorney-client agency relationship can nullify a tortious interference claim against an attorney:

[A]n attorney is not liable for inducing his [or her] principal to breach a contract with a third person, at least where he [or she] is acting on behalf of his principal within the scope of his [or her] authority.

Absent a showing of fraud or collusion, or of a malicious or tortious act, an attorney is not liable to third parties for purported injuries caused by services performed on behalf of a client or advice offered to that client.”

In applying this precedent, the Court found that the allegations related to the tortious interference claim against the attorney defendants were impermissibly vague and conclusory. In addition, the complaint failed to sufficiently allege the attorney defendants acted outside of their scope of authority, making them individually liable to the plaintiffs. Therefore, the Second Department dismissed the complaint against the attorney defendants.

Takeaway

Absent an independent showing of malfeasance, the attorney-client agency relationship protects attorneys from liability for legal acts they are directed by the client to perform within the scope of the attorney-client relationship. Plaintiffs seeking to

assert a claim against an attorney for inducing a breach of contract must satisfy a heightened pleading burden to allege, with sufficiency, that the attorney personally engaged in fraud, collusion, or some other malicious or tortious act.