

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

NORTHSTAR WASTE LLC	:	February Term 2004
	:	
Plaintiff,	:	No. 04699
	:	
v.	:	
	:	Commerce Program
LESTER J. LISHON, US ENVIRONMENTAL	:	
INC. and ENVIRO-WASTE SOLUTIONS, INC.	:	
	:	Control No.: 062185
Defendants.	:	

ORDER and MEMORANDUM

AND NOW, this 10th day of August 2004, upon consideration of Defendants' Preliminary Objections, all responses in opposition, the respective memoranda, all matters of record and in accordance with the Opinion being filed contemporaneously with this Order, it hereby is **ORDERED** and **DECREED** as follows:

1. Defendants' Preliminary Objection to Count IV (tortious interference with contract) is **SUSTAINED** and Count IV is **DISMISSED**.
2. The remainder of Defendants' Preliminary Objections are **OVERRULED**.
3. Defendants are **ORDERED** to file an answer to the remaining averments in Plaintiff's Complaint within twenty (20) days from the date of entry of this Order.

BY THE COURT:

GENE D. COHEN, J.

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	:	Control No.: 062185
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MEMORANDUM OPINION

Before the court are Defendants' Preliminary Objections to Plaintiff's Complaint. For the reasons fully set forth below, said Preliminary Objections are **sustained in part** and **overruled in part**.

DISCUSSION

Count IV of Plaintiff's Complaint purports to state a claim for tortious interference with a contract. The elements of a cause of action for intentional interference with contractual relations, whether existing or prospective, are as follows: (1) the existence of a contractual or prospective contractual relation between the complainant and a third party; (2) purposeful action on the part of the defendant, specifically intended to harm the existing relation, or to prevent a prospective relation from occurring; (3) the absence of privilege or justification on the part of the defendant; and (4) the occasioning of actual legal damage as a result of the defendant's conduct. Al Hamilton Contracting Co. v. Cowder, 434 Pa. Super. 491, 497, 644 A.2d 188, 191 (1994).

As previously stated, an essential element of such a claim is "the existence of a contractual relationship between plaintiff and a third party." Strickland v. Univ. of Scranton, 700

A.2d 979, 9085 (Pa. Super. 1997). At bar, Plaintiff had failed to identify a specific contract between itself and an identifiable third party that has been interfered with by Defendants. As such, Count IV is insufficiently pled.

The remainder of Defendants' Preliminary Objections are overruled. This court finds that, at this preliminary stage, the remainder of Plaintiff's Complaint has been pled sufficiently to withstand the instant Preliminary Objections. However, this court makes no finding as to the future viability of any of the counts contained therein and enters this Order without prejudice so that Defendants may later file a motion challenging same, if warranted.

CONCLUSION

Based on the foregoing, this court finds as follows:

1. Defendants' Preliminary Objection to Counts IV (tortious interference with contract) is **SUSTAINED** and Count IV is **DISMISSED**.
2. The remainder of Defendants' Preliminary Objections are **OVERRULED**.

This Court will enter a contemporaneous Order consistent with this Opinion.

BY THE COURT:

GENE D. COHEN, J.