**18.03 conversion/intentional interference with chattels – Intent Defined**

The defendant's act or omission was intentional if the defendant intended to interfere with the property or was substantially certain that the act or omission would result in such interference. The defendant's act or omission may be intentional even if the defendant mistakenly believed (he)(she)(it) had a right to interfere with the property, or was unaware of the rights of the plaintiff in the property.

**Use Note**

This instruction should be given with Instruction 18.02 (Intentional Interference with Chattels).

# **Comment**

Instruction 18.03 was quoted in *Shields v. Cape Fox Corp.*42 P.3d 1083, 1089 n.12(Alaska 2002). In *Rollins v. Leibold*, 512 P.2d 937, 945‑46 (Alaska 1973), the Alaska Supreme Court recognized that even a bona fide purchaser can be liable for conversion. The court indicated that the good faith of the converter may, in some cases, affect the appropriate measure of damages. *Id.* at 945-46. *See Alaska Placer Co. v. Lee*, 553 P.2d 54, 57 (Alaska 1976)(discussing mild damage rule for good faith trespass and harsh damage rule for willful trespass).

*See generally* Restatement (Second) of Torts § 217 & cmt. b, c; §222 & cmt. b, c; § 223 & cmt. b; § 224 & cmt. a‑c, § 8A (1965).