

Chapter 1 : Estoppel - Wikipedia

Licences and proprietary estoppel Learn with flashcards, games, and more â€” for free.

Bare Licence Simplest form, and often called a Gratuitous license, as it can be granted without payment. There are no formalities to comply with this type of licence, and can be granted expressly e. It is a common principle that if granted a licence, you can only use it for that purpose. Scrutton LJ in *The Calgarth* [] noted how if granted licence to use the staircase, you then could not slide down the banister without technically being a trespasser. A bare licence can be revoked on giving reasonable notice at any time and at the will of the licensor *Wood v Leadbitter* []. The licensee must be given a reasonable time to leave the property. The licence in this case is irrevocable and grantable to a third party, as it is coupled with the right, which must be created with the proper formalities e. They are generally controlled by contract law. The woman brought furnishings and intended to raise their children there but the man revoked her licence. It was held in *Horrocks v Forray* [] that it was the fact Tanner gave up her rent controlled flat and purchased the furniture which was seen as consideration. In general terms, PE protects a person who has done acts in reliance on an expectation they will receive an interest in land or an estate in fee simple. Thirdly, the defendant, the possessor of the legal right, must know of the existence of his own right which is inconsistent with the right claimed by the plaintiff. If he does not know of it he is in the same position as the plaintiff, and the doctrine of acquiescence is founded upon conduct with a knowledge of your legal rights. If he does not, there is nothing which calls upon him to assert his own rights. Dyson principle - whether you call it proprietary estoppel, estoppel by acquiescence or estoppel by encouragement is really immaterial - requires a very much broader approach which is directed rather at ascertaining whether, in particular individual circumstances, it would be unconscionable for a party to be permitted to deny that which, knowingly, or unknowingly, he has allowed or encouraged another to assume to his detriment than to inquiring whether the circumstances can be fitted within the confines of some preconceived formula serving as a universal yardstick for every form of unconscionable behavior. This is a similar idea to equity trusts. Thus this case recreated the test for PE, and has set out the modern requirements: The C must show there was an Assurance by the Landowner that gave rise to an expectation that they were to have some interest in the land. The C must have relied on the assurance 3. Moreover the fundamental principle that equity is concerned to prevent unconscionable conduct permeates all the elements of the doctrine. In the end the court must look at the matter in the round. They moved to a new house which he purchased. He subsequently had an affair and moved out. After he left, she remained. He said that the house and everything in it was hers. The parties reached an oral agreement in principle, its terms where that Mr Cobbe at his own expense would make a planning application. Mr Cobbe incurred significant expenses in obtaining the planning permission which was granted in March Cobbe commenced proceedings due to his reliance on the oral agreement. They also said that as the statute is supreme, equity cannot bypass or undue the clear rules in the Act. Especially as in the act there is an exception on a different ground, therefore if Parliament intended PE to be one, they would have said so. He was the cousin of the D and had helped out the farm a lot, unpaid, for over 30 years. David C came to believe he would inherit the farm, but there was never any express representation of that. There was a matter of implication from conduct and quips of speech. The judge at the original trial found that the buildup of implications amounted to an assurance on which he could rely. When peter died the estate passed to the closest relatives, and so David sued. This case demonstrates the power of PE, as there was no gift, David could never prove any contractual duty, however because of the idea of the unconscionability David won the case. Whilst the person may have acted in their detriment when they have acted on that promise, however, a testator at any point can change the title in his will, and therefore the claimant must be aware that can occur and so cannot rely on the promise. The court held that he could not rely on her promise, as she had never encouraged him to believe that she would not change her will after the promise. Mr S purchased a house in which he and Mrs C intended to cohabit. He said things about living the rest of their lives together, and so she moved into the new house and decorated it. She then became pregnant and Mr S said he would move in very shortly after she did, but first wanted to spend Christmas with his

children. He never moved into the house. After three years, Mrs C and daughter moved to another house purchased by Mr S which she then redecorated. Mr S then began living with another woman. He said he told Mrs C and the child that they could live in the house until the child was 17 then they had to leave. He said this as she had not been acting under mistaken beliefs, and that her conduct did not constitute a detriment as well as the acts of alleged detriments including leaving her husband and having a child were not connected with any representation. The judge is saying that reliance should be rejected as Mrs Coombes acted from personal feelings. Some people disagree, as the decision appears to draw an arbitrary decision between motives of love and affection as well as acquiring proprietary interests in land. People however tend to cohabit on the basis they like each other, and so do not have one motive in mind when they move in with someone else. But the authorities also show that it is not a narrow or technical concept. The detriment need not consist of the expenditure of money or other quantifiable financial detriment, so long as it is something substantial. The requirement must be approached as part of a broad inquiry as to whether repudiation of an assurance is or is not unconscionable in all the circumstances. There must be sufficient causal link between the assurances relied on and the detriment asserted. The issue of detriment must be judged at the moment when the person who has given the assurance seeks to go back on it. Whether the detriment is sufficiently substantial is to be tested by whether it would be unjust or inequitable to allow the assurance to be disregarded—that is, again, the essential test of unconscionability. The detriment alleged must be pleaded and proved. We would describe the work done in and about the house as substantial.

2. He had also stepped off the property ladder by living in the farm house of Mr Holt. Mr Holt enjoyed dominance over Mr and Mrs Gillett as patron and therefore decided to pay for their son to go to private school, but did not make the same offer for the other son for whom the Gilletts took out many loans. The court held this was a detriment. This is a very expansive view of detriment.

b. *Gillett v Holt* [1969] 1 All ER 1302. Conveyance of Freehold. 2. *Grant v Williams* [1950] 1 All ER 714. Grant of a Lease. 3. Share of a Beneficial equitable Ownership. 4. *Dodsworth v Dodsworth* [1953] 1 All ER 198. Compensation. In some cases, no remedy: If it finds that there is an equity, then it must determine the nature of it, and then guided by that nature and exercising discretion in all the circumstances, it has to determine what is the fair order to make between the parties for the protection of the claimant.

To understand the difference between a bare licence, a contractual licence, a licence coupled with an equity and a licence coupled with an interest. To recognise the essential elements under a claim of proprietary estoppel, namely representation, reliance and detriment.

Injury to complainant Clear, concise, unequivocal proof of actus not by implication For example, in *Aspex Eyewear v. Clariti Eyewear*, eyeglass frame maker Aspex sued competitor Clariti for patent infringement. During this period, Clariti expanded its marketing and sales of the products. The Federal Circuit found that Aspex misled Clariti to believe it would not enforce its patent, and thus estopped Aspex from proceeding with the suit. It is also sometimes called detrimental reliance. A promise which the promisor should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the promisee and which does induce such action or forbearance is binding if injustice can be avoided only by enforcement of the promise. Equitable estoppel is distinct from promissory estoppel. Promissory estoppel involves a clear and definite promise, while equitable estoppel involves only representations and inducements. The representations at issue in promissory estoppel go to future intent, while equitable estoppel involves statement of past or present fact. It is also said that equitable estoppel lies in tort, while promissory estoppel lies in contract. The major distinction between equitable estoppel and promissory estoppel is that the former is available only as a defense, while promissory estoppel can be used as the basis of a cause of action for damages. B tells the shopkeeper that he will get the money and come back later that day to purchase it; there is no discussion of price. The shopkeeper says that when B returns, he will welcome B as a customer "unless he sells all three of his radios first. In equity, can you argue that the shopkeeper is estopped by conduct? This element would be absent if B sold the watch at the market price. In some common-law jurisdictions, a promise by the shopkeeper to hold a specific radio would create a binding contract, even if B had to go for the money. A promise to pay the owner in the future is good consideration if it is made in exchange for a promise to sell a specific radio one from three is probably sufficiently specific: The drafters of the Second Restatement debated how to calculate the amount of damages flowing from a promissory estoppel, using the following example: The Restatement states that "The remedy granted for breach may be limited as justice requires. In practice, however, a recent study of over promissory estoppel cases decided under the Restatement Second of Contracts has found that many courts continue to enforce the promise to the full extent i. The terms Estoppel in pais and equitable estoppel are used interchangeably in American law. Convention[edit] Estoppel by convention in English law also known as estoppel by agreement occurs where two parties negotiate or operate a contract but make a mistake. Estoppel by convention is most commonly invoked if one party wishes to rely on pre-contract negotiation as an aid to construction of the contract. Estoppel by acquiescence Estoppel by acquiescence may arise when one person gives a legal warning to another based on some clearly asserted facts or legal principle, and the other does not respond within "a reasonable period of time". By acquiescing, the other person is generally considered to have lost the legal right to assert the contrary. Please come get your car, or make arrangements to pay me rent for storing it. If you do not do so, within 30 days, I will consider the car abandoned and will claim ownership of it. If you need more time to make arrangements, please contact me within 30 days, and we can work something out. For example, it may be desirable to settle a disagreement as to an existing state of affairs in order to establish a clear basis for the contract itself and its subsequent performance. Where parties express an agreement of that kind in a contractual document neither can subsequently deny the existence of the facts and matters upon which they have agreed, at least so far as concerns those aspects of their relationship to which the agreement was directed. The contract itself gives rise to an estoppel Estoppel by deed Estoppel by deed is a rule of evidence arising from the status of a contract signed under seal "such agreements, called deeds, are more strictly enforced than ordinary contracts and the parties are expected to take greater care to verify the contents before signing them. Hence, once signed, all statements of fact usually found in the opening recital which sets out the reasons for making the deed are conclusive evidence against the parties who are estopped from asserting otherwise. Conflict estoppel[edit]

"[O]ne who by his speech or conduct has induced another to act in a particular manner ought not be permitted to adopt an inconsistent position, attitude or course of conduct may not be adopted to loss or injury of another". Res judicata Issue estoppel more commonly known as issue preclusion prevents, in some cases, an issue that has already been litigated and decided on the merits from being re-litigated, even when the parties are different. In the world of crime, some cases have achieved notoriety, e. However, the plaintiffs were unsuccessful in that case because the reliance was unreasonable and the promise not unequivocal. Mason CJ and Wilson J in *Waltons Stores Interstate Ltd v Maher* [8] held that if estoppel is proven, it gives rise to an equity in favour of the plaintiff, and the court will do the minimum equity that is just in the circumstances. From this case, it is also possible for the promise to come from silence or inaction. Stated by Brennan J in *Waltons Stores: Relief in estoppel* thus remains discretionary, and will not always be granted based on the expectation of the plaintiff. Two seminal decisions purport to fuse common law and equitable estoppels into a single unified doctrine, [8] [43] but the New South Wales Court of Appeal [49] continues to treat estoppel by representation at common law as distinct from equitable estoppel. Whilst there also exists a doctrine of proprietary estoppel, the High Court of Australia merged this doctrine with the doctrine of promissory estoppel by virtue of their similar criteria. It may instead make an order that the plaintiff receive equitable compensation. If a person makes a representation to another, on the faith of which the latter acts, to his prejudice, the former cannot recant the representation. However, estoppel has no application to representations made regarding the fundamental rights conferred by the Constitution of India, the source of all laws, which exists not only to benefit individuals but to secure collective rights. Thus, no one can barter away the freedoms conferred upon him by the Constitution. A concession made by him in a proceeding, whether under a mistake of law or otherwise, that he does not possess or will not enforce any particular fundamental right, cannot estop him, as enforcing estoppel would defeat the purpose of the Constitution.

Chapter 3 : Summary: Licences and Estoppel - Land Law - Stuvia

Noted as the licence that cause the most problems at common law, most commonly a profit a prendre licence. It has no independent existence as a license, it is enforceable against successors in title, and it is irrevocable and assignable, but only as an adjunct of the interest with which it is coupled.

This means that the formatting here may have errors. This text version has had its formatting removed so pay attention to its contents alone rather than its presentation. The version you download will have its original formatting intact and so will be much prettier to look at. Granting a license by deed makes no difference. They may subsequently be protected by estoppel or constructive trust. This will not be the effect of the bare license itself, but rather of other circumstances B. It is plain that in order to take a profit from the land of another, then access to that land will be required. The law has always regarded this license of having the same enforceability as the profit or other right to which it is attached. The interest may be in a chattel on the land rather than the land itself, although in most cases the chattel has been something which was originally part of the land e. The availability of equitable remedies for breach of contract has fuelled the argument that contractual licenses may have greater effect than the mere revocable personal permission recognised by the common law. A significant analogy lies in the history of restrictive covenants: The orthodox 19th Century position was that a licensor could terminate a license even if doing so was in breach of contract; the licensee might have a remedy for breach of contract but that was all. Recently mechanisms of protecting the interest have been developed, but the right still technically remains personal; strength of protection depends on the mechanism used. P later offered D money to move out but she refused claiming a right to live there until the children had left school. P purported to terminate the license and brought possession proceedings. Effect on licensor If a license is to have any chance of being a proprietary interest binding purchasers it must first be irrevocable by the licensor. The position as between licensor and licensee is both significant and disputed. Equity may intervene in such cases in one of two ways: 1. There may be specific performance of the contract, and; 2. Equity will prevent the licensor from revoking the license in breach of contract. A granted M licence to use theatre for 6 months with option to continue for further 6 months upon payment of increased rent. A tried to terminate. General rule is that before equity will grant an injunction there must be, on the construction of the contract according to ordinary principles, a negative clause express or implied; seems that giving option to continue implies a negative obligation not to revoke the licence. A licence granted may fall into a number of classes: Revocable, subject to allowance of reasonable period for leave. Can have payment once and for all, periodic payment, or value which constantly occurs e. Implied agreement with idea that licences given for consideration should not be revocable once the performance of the act has begun. However, thinks there is an important difference between saying that a limited and temporal licence may remain in force until fulfilled and admitting in general terms that once a licence is given it can never be terminated; the latter is against all historical accounts of licences. Propositions of law made by Lord Greene are unanswerable. House of Lords thought that on proper construction of the contract was a revocable licence. C entered into building contract with D, who commenced work. C was unhappy with the work and so sought to terminate. This latter point comes from Lord Porter in Winter Gardens above. Change of political power resulted in Labour trying to revoke previously granted licence to National Front to hold political conference at the pier; no current possession. Winter Gardens decided that once a man has entered under his contract of licence he cannot be turned out; injunction can prevent that. Thought duty of the court to appropriately protect deserving interests in equity. Also note that court will not enforce an agreement for two persons to live peaceably together Thompson v Park, or where co-operation is required for performance and that building contracts are not usually specifically enforceable. English analysis is that equity will enforce an agreement for short term interests rather than long. D gave P permission to affix posters to a wall to be constructed by him. Control of the company was passed to another without reference to the agreement; new owner refused to execute. Lease of front of house rights to sell refreshments at a theatre was given to P. Assignee then took over such matters and refused the licence to continue. These early cases stand as high authority that contractual licences do not bind

subsequent purchasers. However there are two noticeable weaknesses in relation to them which must be noted: Neither of the cases involved full or exclusive possession of land. One may argue that where a person does have full or exclusive possession then their rights are more deserving of proprietary status; 2. Both cases pre-date the discussion in *Winter Gardens*. L died, and the widow later sought possession when S deserted the Daughter-in-law whom continued making payments as directed. Saw the agreement in terms of a unilateral offer which could not be revoked when the consideration was executory; would only be terminable when she stopped paying. *Binions v Evans* [1972] Ch Trustees then sold to P, who was given a copy of the agreement and thereupon paid a reduced price. Attempted to evict D. Court of equity will not allow a purchaser with knowledge of the right to deny it. Whenever a purchase takes the land impliedly subject to the rights of a contractual licensee, a court of equity will impose a constructive trust for the beneficiary; done in this case. Thought that the taking with express notice of the agreement gave rise to a trust. Preferred not to express an opinion on the operation of trusts in this respect but agreed with the outcome of the case. J also furnished the house and tried to help out H when in financial difficult. Trustee in bankruptcy tried to sell house with vacant possession. It appears that the principle is one akin to or an extension of a proprietary estoppel. It follows that a trustee in bankruptcy takes subject to the rights. L sold shop to developer subject to right to retain the shop rent free until the development took place. P then purchased freehold subject to agreement. Test for imposition of constructive trust is whether the owner has conducted himself such that it would be inequitable to allow him to deny the claimant an interest in the property. Notice alone is not enough to impose the burden of a contract which did not enter into. Should not be imposed in reliance on inferences from slender materials. Notwithstanding the desire of some to recognise the contractual licence as a new interest in land there are a number of obstacles standing in the path of such a conclusion; o Section 4(1) Law of Property Act seems to be a clear ban on the recognition of new interests in land after commencement- at which point it was clear that contractual licences were purely personal. However, the provision has been largely ignored by the courts, even in *Ashburn Anstalt*. Yet, it is questionable whether such a wide interpretation will actually be given to the section. However, it is important to note that the restrictions made on its use in the future means that the role of the constructive trust will have been greatly diminished. Agreement made to open up a wall for fire escape. The gap was subsequently blocked up when the property was sub-let. A staircase had been in existence, although it had ceased to have been used for a short period of time. C claimed that he still had right of way over the staircase. Thought that right not sufficiently defined in this case and was concerned that holding that there was a trust would have wide ramifications with regards to use of such standard form terms. Notes that as far as he is aware there is no authority which has held that there is a constructive trust where it was open for the person concerned to protect his right by entry onto the register. Where rights are identified in general terms which are capable of protection the registration system is a relevant factor to consider for two reasons: Absent specific reference in the contract the purchaser may be thought entitled to rely on third parties protecting themselves in the manner provided for by the legislation;? The contract will be more readily interpreted as intended to protect the vendor against as possible claim by the purchaser than as imposing a new personal obligation on the purchaser towards a third party. *Lys* is an exceptional case and it is right that it should be see above three features. The same conclusion would not be justified in this case. Money had been paid to developer as a deposit for houses due to be built by company. Company became insolvent; C tried to get money back from new owners of the development site. Related Land Law Samples:

Chapter 4 : Licences and Proprietary Estoppel Flashcards by Sarah Hayward | Brainscape

Start studying Licences and Proprietary Estoppel. Learn vocabulary, terms, and more with flashcards, games, and other study tools.

Licensee estoppel is the doctrine that if you contract with a patent holder for a license, you are barred from contesting the validity of the patent. Patent law has typically refused to enforce licensee estoppel. When you set up a licensing agreement with an inventor, you agree to pay him royalties for the right to manufacture and sell his product. However, if the patent is not valid, then the inventor has no right to bar others from manufacturing and selling it and your exclusive license is worthless. If the patent is invalid, you should not have to pay royalties to the person who licensed the invention to you. You can challenge the validity of a patent at almost any time. It is probably in your best interest to challenge it as soon as possible so you can avoid paying a lot of money in royalties. However, there are some limitations regarding when you can challenge patent validity, such as: You cannot cease paying royalties and then wait for the patent holder to sue you for failing to pay royalties before you challenge the validity of the patent. You generally cannot challenge the validity of a patent if you signed a decree that was submitted to a court admitting the validity of the patent. If you choose to challenge the validity of the patent that has been licensed to you, you have several options. You may seek a declaratory judgment from a court stating that the patent is invalid. You may raise patent invalidity as a defense if the patent holder sues you for infringement. Generally, you will not have to pay royalties while challenging patent validity. So, once you challenge the validity of the patent, you have a variety of options regarding royalty payments: You may be able to stop royalty payments altogether. You may be able to put them in a court escrow account that will be refunded to you later if the patent is found invalid. You may choose to continue paying royalties and then collect them back from the patent holder if the patent is declared invalid. This may protect you from a suit for breach of contract. Should I Contact a Patent Attorney? If you have questions about the validity of the patent that was licensed to you, or if you are involved in a dispute over a license, you should definitely consider contacting a patent attorney. An experienced intellectual property attorney can let you know if you should contest the validity of a patent and offer you guidance through the complicated patent law system.

Chapter 5 : Licensee Estoppel And Patent Invalidity | LegalMatch Law Library

Licences And Proprietary Estoppel Revision. The following is a plain text extract of the PDF sample above, taken from our Land Law www.nxgvision.com text version has had its formatting removed so pay attention to its contents alone rather than its presentation.

The situation with unregistered land may be different. It states what bankruptcy is. It mentions death duties. It lists the ways land can be transferred by various legal documents. Leases of under three years do not require these formalities but they might use such formalities. The only ones that can exist in law are an easement, freehold estate in fee simple absolute in possession, rentcharge, a mortgage, a term of years and right of entry. The purchaser will not be bound by those who acted fraudulently. The idea is to be fair to a purchaser. This should assist in revision. He was paid and given board. He was assured by his cousin that he would inherit the farm. There was no written will to this effect. Statute gave the farm to Major "a closer relative. This case went all the way to the House of Lords. Lord Hoffman ruled in favour of Thorner. He said that the fact that this was not written into a proper will was immaterial. Would a reasonable man have relied on such terms? The judge ruled that the man on the Clapham Omnibus would have done so. Thus Thorner inherited the farm under proprietary estoppel. It establishes that rent is not needed for a tenancy to be created. The landlords tried to call it a licence but it turned out to be a tenancy. The doctrine here about the term of the tenancy "as in duration" has since been overturned. There was an occupation agreement. This became an overriding interest. This went all the way to the Lords. Actual occupation worked in favour of Arnold. A trust was not created which Arnold had sought. Mrs Lisle-Mainwaring encouraged him to do so. She got cold feet about the deal but urged him to go on and deceived him. She then tried to pull out of the deal and demanded money. A contract had not been made binding. He claimed proprietary estoppel. The court said there was none. They gave him money for unjust enrichment and professional fees. Cobbe did not acquire any proprietary rights. This case went to the House of Lords. King owned a cinema. King granted a licence to David Allen Billpostings to put posters up on the wall. Then King let out the cinema to someone else. The tenant refused to let David Allen Billposting affix their posters to the wall. David Allen was able to win an action against King but not against the tenant. King should have ensured that his tenant honoured the agreement. The tenant could not be penalised though. He had a sublease from the previous lessee. There was a licence for Dugdale to store stuff there and do work. Lloyd won the case. No, it does not have to be so the detriment is irrelevant to the assurance. Failure to get a job somewhere else. In this case Gillett got lower earnings than he otherwise would have done. Gillett met Holt when Gillett was aged 12 and Holt was Gillett became a caddie for Holt and then a labourer on his farm. He worked for Holt for decades on the faith of an interest in property, Advertisements.

Chapter 6 : Licences And Proprietary Estoppel | Oxbridge Notes the United Kingdom

Licences and proprietary estoppel As you will see, this concept of a licence coupled with an equity is very similar to the framework of rights granted in proprietary estoppel. Those latter rights have come to accommodate a binding effect on third parties (Land Registration Act, s(a)).

Bare Licence It has a minimal function of providing a defence to what would otherwise be the tort of trespass. It is non assignable and is purely personal as against his licensor. For a bare licensee there is no automatic right to take action against third parties for disturbance of his rights. A bare licence can be the result of being express or implied, and as such it does not need to be in writing it can be oral. Revocation of a bare licence can be done at will, this requires no prior notice, but this is not necessarily so. Contractual licences A contractual licence is founded upon some valuable consideration. It is nowadays evincing some characteristics that are recognised as proprietary. Some contractual licences look like a quasi proprietary right in land. Contractual licences can be created expressly or impliedly. The terms being derived using normal contractual principles. Extensive range of contractual remedies The court has a discretion as to whether the licence can be enforced by injunction or specific performance. There is an implied negative obligation on the part of the licensor not to revoke the licence wrongfully before the completion of the purpose or period of the licence. The implication of the negative term, lead to restraint of improper revocation and revolutionised the courts power to regulate contractual licences. *Errington v Errington and Woods*. Here there was equitable relief. A licensee alters his position to his detriment. Recognises some informally created entitlement not arbitrarily terminable by the landowner. Done much to counteract the deficiencies in the law of trusts. These concepts bear a strong proprietary resonance, not least as measured in terms of binding effect on third parties. Licences coupled with the grant of an interest Undoubtedly crosses the threshold of recognised proprietary rights in land. Combines the grant of an interest such as profit a prendre with an auxiliary permission to enter the land to realise or exploit that interest. The licence is irrevocable during the subsistence of the proprietary interest to which it pertains. It enjoys the same legal character. Legal rights bind the world. In unregistered land binds the licensor and his successors in title. Also capable of assignment to third parties. In registered land it may be protected by a notice or restriction in the register concerned. How proprietary is a modern licence A bare licence for example a dinner guest is not proprietary. But a licence coupled with an interest, has substantial proprietary significance. Trend in modern case law, leads to contractual licence does not create a proprietary interest. Not regarded as impacting purchasers of land. There is an enhanced defensibility of many kinds of licence against trespassers, providing a basis for attributing at least some kind of limited proprietary content to the licensee's entitlement. See *Manchester City Airport v Dutton*. The claimant with contractual right to enter and occupy was entitled to possession against trespassers, even though the licensee did not enjoy either possession or occupation.

Chapter 7 : Licences and Estoppel - Law Trove

This chapter focuses on licences and estoppel. It first considers the nature of licences before turning to contractual licences and the licensee's rights, contractual licences and third parties, equitable estoppel, estoppel and other concepts, and estoppel and third parties.

Do you have a proprietary interest? Estoppel proprietary consideration - Ct can enforce equity as it - Juridical basis: Elements per Hong Leong 3 Unconscionable disadvantage 2 Representation o The unilateral mistake cases o The imperfect gift cases 1 Change of position centre largely on this. A helps old man - Lissimore: Chiam Heng Luan " hotel paid nominal rent for 50 yrs - But his behaviour must be more than general depravity Hong Leong o Does Jayaram Victoria contradict? Unconscionability of outcome or conduct? Expectation interest on one hand; reliance interest on the other Principles: Reliance loss only when a higher measure would amount to overcompensation per Walker LJ in Jennings [Aus: Party to a fraud Ground 1: Sold land in reliance of Grant of right of access at B and right and right of way along road. Gates at B removed, and fenced, landlocked. Erecting gates and fences at B. No payment " landlocked for long period. Taylor Fashion Tenant and landlord: ER Ives Investment Neighbours: Reliance on expectation of right of Mutual benefit and burden. Complete Resumed and continued work Significant factor that influenced Pay difference in value of property construction for one floor of decision to resume and complete and work done " conveyance of development work property Chiam Heng Luan Landlord to hotel tenant: Acted in detriment No reliance " knowledge of right to [X]. Suggestions to settle his minimum equity to do justice estate duties and the rest will be his. Inward v Baker Father to son:

Chapter 8 : estoppel licence - English-French Dictionary - Glosbe

Contractual licences arise under the terms of a contract. An estoppel licence arises as a result of a representation by the licensor and a detrimental reliance by the licensee. It is binding between these two parties but is also capable of binding a third party.

This means that the formatting here may have errors. This text version has had its formatting removed so pay attention to its contents alone rather than its presentation. The version you download will have its original formatting intact and so will be much prettier to look at. D and P had children and agreed that a house should be purchased for D and the children. P paid for the house and D left her rent-controlled flat to live there. P later asked D to leave and sued for possession. CA awarded D damages, saying that, in all the circumstances, the license was a contractual one, lasting until the children were of school-leaving age. The provision of a place to live was in return for D bringing up children to whom P had a duty and in return for which she had agreed to leave her flat protected by the Rents Act legislation. It is to be inferred from the circumstances that the duration of the license was to be until the children were capable of looking after themselves, since the purpose of the agreement was to enable the mother to afford them a better upbringing. X and D bought a house, and after getting divorced sold it to P, for substantially less than the asking price, with whom D was in a relationship. D and her children continued living there. P later demanded that D leave and sued for possession. CA found that there was a contractual license, terminable upon reasonable notice, which gave her sufficient time to re-house herself and her children. In this case, 12 months was appropriate. Therefore it was the implied intentions of the parties that P could reside there until a notice was given to her to leave, and this notice had to be reasonable. D exercised both options to renew the license and P terminated the license, requiring D to move out after a certain date and D refused, so P sued for possession. HL found for P, saying that the license after the exercise of the 2nd option was NOT perpetual, that P had to give a reasonable period of notice to D and that, on the facts this had been given. To my mind, as at present advised, a licensee who has refused to accept the wrongful repudiation of the bargain which is involved in an unauthorised revocation of the licence is as much entitled to the protection of an injunction as a licensee who has not received any notice of revocation. The notice was served but after 14 days D refused to vacate the premises. P sued for an injunction. Unless the contract had been validly "determined" by P, the court would not grant an injunction since this would be to aid a wrongful repudiation of contract. In this case, P failed to show that D had breached the contract and therefore was not entitled to determine it. Therefore the license would not be ended by injunction. Cites dicta of Lord Porter and Lord Uthwatt above in support of his contention that injunctions will not be granted to end contractual licenses where this will help a wrongful repudiation of a contract. He summarises as follows: D contracted to let P use the town hall for a National Front demo and then repudiated following council elections. D sued P and an injunction was granted. Related Land Law Samples:

Chapter 9 : Licenses and Estoppel - Revision Cards in University Law

the nature of licence a licence is permission to enter or remain on land belonging to another person. it may be granted expressly or impliedly to function merely as a n exemption from what woul otherwise eb trespass it might be in some circumstances that the licensee has even greater rights - approaching.