The background of the slide is a photograph of a building's exterior, showing a series of horizontal architectural elements that create a strong sense of depth and perspective. A large, semi-transparent purple shape is overlaid on the left side of the image, containing the text.

# 5 Stone Buildings

## PROPRIETARY ESTOPPEL

Penelope Reed QC

[www.5sblaw.com](http://www.5sblaw.com)

# Introduction

- Rash of proprietary estoppel claims recently
  - Lord Walker wrong to say rare in *Thorner* 1986
    - Basham*



# The Principles



- No one clear test
- Lord Walker
  - a representation or assurance made to the claimant;
  - reliance on it by the claimant;
  - detriment to the claimant in consequence of his (reasonable) reliance.

# Thorner: House of Lords

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- assurance has to be clear enough
- has to be looked at in context
- the owl of Minerva spreads its wings only with the falling of the dusk



# Assurance not Enough



- *Shirt v Shirt*
  - promises made by a farmer to his son he would have farm farmed in partnership
    - Not sufficient to establish an estoppel
    - Not a promise of the farmland

# Other Failed cases



- *Cook v Thomas*
  - Court of Appeal refused to interfere with trial Judge who found no assurances
- McDonald v Frost
- Shaw v Shaw
  - Promise only on basis claimant worked at farm
- Uglow

# James v James

- No promise
- Just a present indication of intention
- Sam could not reasonably rely on father's words





# Gee v Gee



- C told his father that he wanted to farm on his own account and father assured him that he would one day.
- father discussed with friends farm should go to son who stayed
- didn't disabuse son when said he wanted to pass to children
- could use gifted land to buy out siblings
- could use company collateral in future
- had a discretion as to how to spend the company's income.

# Detrimental Reliance

- Not a narrow financial question
- Look back from point when promise not fulfilled
- There will be generosity
  - Not a question of weighing up benefits and costs
  - *Gillett v Holt*

# Countervailing benefits

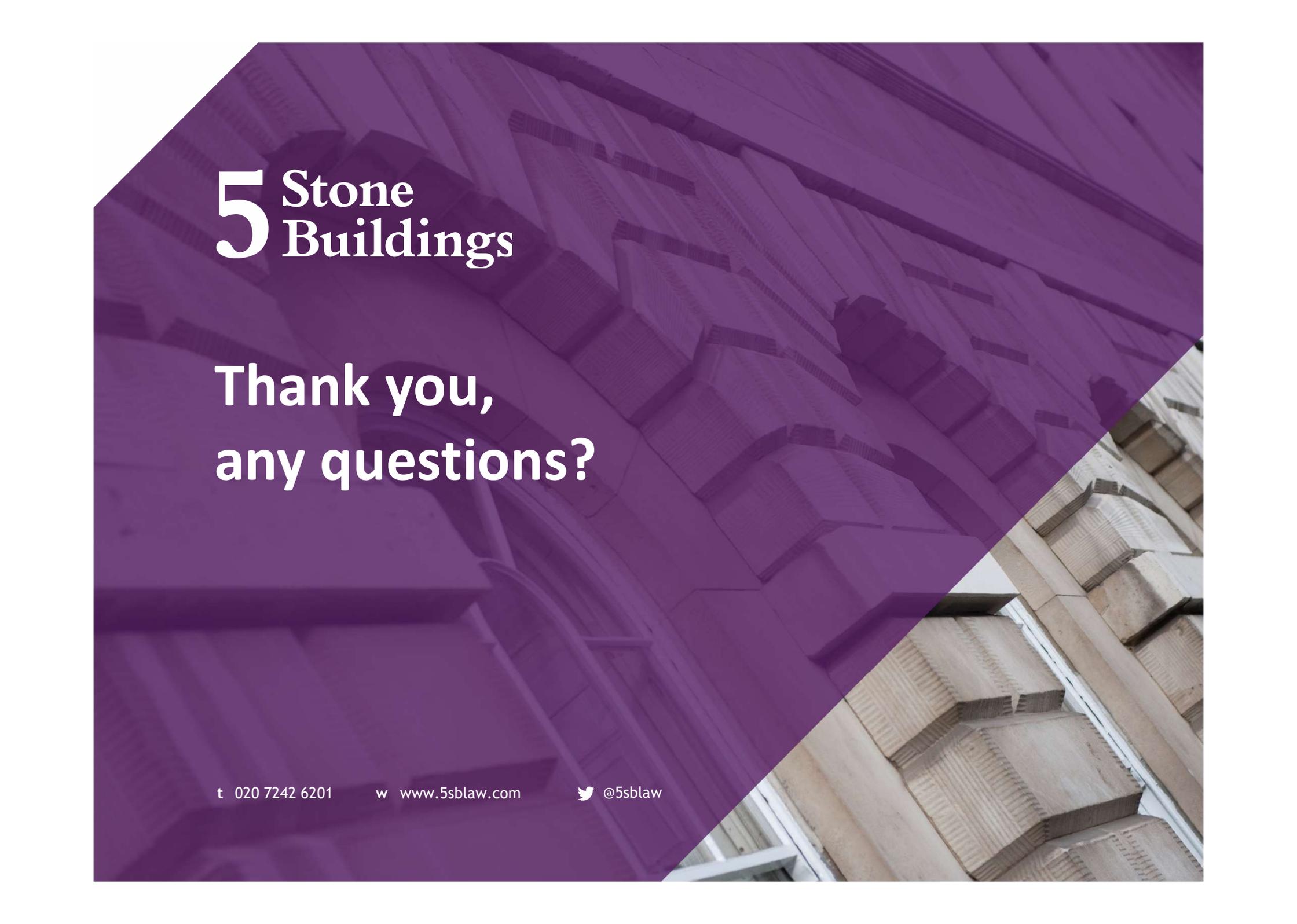
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- Henry v Henry (PC)
- Suggitt v Suggitt
- Habberfield
- Gee
- Moore





*“And during this period, even though you were, in fact, the defendant’s best friend, you received nothing from him but an occasional biscuit and a pat on the head?”*



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Thank you,  
any questions?

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A photograph of a stone building facade, likely a cathedral or church, with a purple overlay. The stone is light-colored and has a textured, layered appearance. The purple overlay is a semi-transparent, dark purple color that covers most of the image, except for a diagonal section on the right side where the stone is visible. The text "5 Stone Buildings" is written in white, serif font in the upper left corner.

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