

Real Property Law

Licences & Estoppel

—> Assurance

- for equity, its essential that the claimant can show some assurance on the part of the person to be estopped
- mere expenditure with consent does not give rise to an estoppel
 - i.e. voluntarily improving another person's land without promise of reward/encouragement is done at one's own risk
- must be expressed/implied assurance made by the landowner that led the claimant to believe that he would acquire some rights over the land
- **Lewis v McLean [1982] 19 JLR 56** Court of Appeal, Jamaica: a tenant, with the permission of the landlord, erected on the rented land a two-bedroom dwelling house, a licensed bar, and a hardware and lumber store. When the landlord gave the tenant notice to quit, the tenant claimed for reimbursement of his expenditure, basing his claim on proprietary estoppel. The Jamaican Court of Appeal held that the tenant's claim failed, since 'there never was any promise or assurance of the land to the [tenant] on the faith of which he erected the building'.

—> Reliance

- for there to be an estoppel the claimant should have relied and acted on the assurance
- i.e. he was induced to act in a certain way because of the assurance given to him
- **Greasely v Cooke [1980] 3 All ER 710**: held that if clear assurances have been made and a detriment has been suffered, the court may presume that there has been reliance
 - burden of proof is on to the defendant to show that there has been no reliance, i.e. claimant would have done the detrimental act irrespective of any assurance given to him

—> Detriment

- claimant must show he has suffered a detriment in R on the defendant's A
- detriment can take any form as long as its not trivial or minimal
- most common example of a detriment is expenditure of money in building on the land
- **Trenchfield v Leslie (1994) 31 JLR 497**, Court of Appeal, Jamaica: L lived in her uncle's house for 3 years taking care of him without payment and spending money on repairing the house, there was some evidence that the uncle promised to leave her the house by his will, but no concluded agreement, after his death an executrix (T) of his will sought possession, magistrate refused to grant possession to T, Court of Appeal dismissed T's appeal, L was acting to her detriment so she was awarded the house
- satisfying the equity:
 - where a claimant has acquired a right by estoppel, its for the court in each case to decide in what way the equity can be satisfied
 - aka its open to the court to award the claimant any remedy it deems appropriate