

THE DEAD EASY GUIDE TO ESTOPPELS

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by

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Jonathan specialises in property litigation and professional negligence arising out of it.

He is immensely popular for his human qualities and lack of airs and graces.

Jonathan comes highly recommended in the legal directories: Chambers UK, 2007 [Real Estate] says he is an 'impressive courtroom advocate', with 'extreme cleverness and creativity'.

This year the Legal 500 says that he is 'an excellent fighter, a first-class tactician and is highly responsive and commercial' and that he 'is the man most likely to equal Dowding's reputation at the top'

Jonathan appeared in Cobbe v Yeoman's Row on proprietary estoppel which is on its way to the House of Lords and in White v Riverside Housing Association which hit the House of Lords in March and in which he appeared against Michael Barnes QC.

In recent years Jonathan has successfully extended his property qualifications by developing an enviable mediation practice.

Jonathan was awarded Real Estate Silk of the Year at the 2007 Chambers & Partners Bar Awards Ceremony .

	Inducement	Reliance	Detriment	Unconscionability	Sword or shield
Estoppel by representation	Clear and unequivocal representation	Representee reasonably believes in the truth of the representation to alter position	The representee would be disadvantaged if the representor was allowed to go back on the representation	Not needed. It's 'built in'. Knowledge of representor irrelevant Motive of representor irrelevant	Shield only
Proprietary estoppel	An act of encouragement to believe that rights in or over land will be obtained.	The person who is encouraged reasonably accepts that encouragement to alter position	The person who is encouraged would be disadvantaged if the person who did it was allowed to go back on it	Needed	Sword as well as shield
Promissory estoppel	A clear and unambiguous promise not to enforce a right	The promisee reasonably accepts that the promise will be kept	The promisee would be disadvantaged if the promisor was allowed to go back on the promise not to enforce the right	Not needed.	Shield only
Estoppel by convention	The mutual adoption, by a course of dealing, of a shared assumption - both know or should know that the other has the same belief. Note: it does not have to be so 'clear and unequivocal'	Change in position in reliance on the belief that the assumption has been adopted - both parties base their subsequent dealings on that assumption.	The party claiming the estoppel would be disadvantaged if the mutual shared assumption were now to be departed from.	Not needed.	Shield only But: consider Hughes again. This is up for grabs big time.
Estoppel by acquiescence	Nothing said in a situation (usually followed by a legal warning) where a reasonable person would expect the other to say something if a claim was going to be enforced.	Change in position in reliance on the belief that there was an acquiescence	The party claiming the estoppel would be disadvantaged if the apparent acquiescence was now withdrawn.	Not needed.	Shield only
Waiver	Intentional act indicating an intention to treat the matter in a particular way, with 'knowledge' of the right to treat it in that different way.				

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