

Watts and Ready v Story [1984]

Evidence

The complainant had a grandmother. Since she wanted him to take care of her, she insisted on his moving from Leeds to Nottinghamshire. In return for the complainant's care, the old lady promised to sign her possessions in her will for him. The complainant fulfilled the request. After some time, the grandmother deceased. According to her will, the complainant inherited a sum of money equal to £2,000, as well as the right to get a part of the land, while her sons obtained the life-annuity right to possess this estate.

However, the complainant wanted to become an owner of the whole land. Thus, he applied to the Court and wanted the agreement to be qualified as proprietary estoppel. But the trial judge refused to satisfy the application and stated that the complainant did not sustain losses.

Problematics

In case a complainant wants to refer to proprietary estoppel in order to qualify the agreement as invalid, he has to exhibit the agreement that was made between him and promiser. This would make an essential legible basis to prove the complainant had a legal right to own the land. In addition, this would show the complainant set hopes upon the ownership of the property. Consequently, he sustained losses after being deprived of obtaining this right.

While analyzing the case, the complainant disclosed other facts from his life. He stated that he lost all of his investments after he had moved to Nottinghamshire. This happened because the stock exchange where he had all his savings had collapsed. However, the trial judge claimed that this fact could not be considered as a reason for the losses which the complainant sustained because of his grandmother's promise since these two events were not connected with each other. The main question of the issue was to determine whether the complainant had sustained any material losses.

Resolution

When the Court was investigating the case in order to state whether the complainant sustained any losses because of his grandmother's promise, all the advantages he gained were taken into consideration. They were the following:

1. According to the will, the complainant acquired the rights for the money and the estate.
2. Upon moving into a house, the complainant quit the statutory tenancy under the Rent Act 1977.

3. The complainant was unemployed. Despite this fact, he had moved to Nottinghamshire together with his partner. Consequently, he did not lose either his relationship or his job.
4. The complainant was living in a house and did not pay any rent for it.

The disadvantages in this case were minor. The Court claimed that the agreement could be qualified as proprietary estoppel only in those situations when the promiser unfairly reviews his or her promise and makes alterations in it. Only under such conditions, it would be stated that the complainant had sustained losses. As a result, the appeal was rejected.

Academic Experts

**Need a bit more than getting inspired by our samples?
Get help from real experts in academic writing.**



**REQUEST
HELP**



**GET A FREE
QUOTE**