

# Willis v Hoare [1999]

## Evidence

The claimant is the main holder of the third party's land and he gave the defendant a four-year underlease agreement. When the period of the underlease had passed, negotiations on the new underlease agreement discontinued and the claimant wanted to get the property of the land back. The defendant claimed that when the first agreement was signed, it was understood that the new underlease agreement would be signed when the period of the first one would end. However, there was no comprehension of the terms and conditions of such a new agreement.

## Problematics

There will be equity on the land if an estoppel would be arranged. To arrange it, it should be proven that the landlord clearly proclaimed to have a material interest which was counted on to its disadvantage, and hence it would be in bad faith to refrain from the representation. The court equity resulting from the property right to an estoppel can be satisfied by the Court with any means of legal defense that would allow getting the minimal equity in this case.

In this particular case, the problem was in the level of certainty and clarity that was needed for the property interest to which, according to the defendant, had the right.

## Resolution

In the case described, as there were no expectations about what the terms and conditions of the new underlease agreement would look like, the agreement was too unclear for the court. As a result, no representation could lead to estoppel.

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