**Estoppel**

1. **Assumption which relying party adopts**

* Fact (*Jorden v Money*) or future conduct (*Waltons Stores v Maher*).
* One party assumes other won’t enforce strict legal rights (*Je Maintiendrai; Legione*).
* Usually a legal relationship existing/would be existing between parties is required (*Waltons Stores; Mobil v Wellcome*).
* However, other authorities have found differently (*W v G* - co-habitees).

1. **Inducement**

* Assumption relying party adopts must be induced by representor’s conduct, including silence (*Waltons Stores*).
* Cases have held that inducement must be clear and unequivocal (*Legione; Mobil*).
* However, more recent cases have held that the principle relies on ‘induced assumptions’, not express promises/representations (*Waltons Stores*).

1. **Detrimental reliance**

* Relying party acts in faith of inducement, to his/her detriment (*Legione*).
* Representor choosing not to enforce legal rights can depart from position, but not if relying party suffers detriment as result (*Je Maintiendrai*).
  + Must be “material disadvantage” if depart from assumption (*Legione*).
  + However, other cases suggest that representor must have known of relying party’s detriment, yet continued anyway (*Waltons Stores*).
* Must be proportionality between detriment to be avoided and remedy estoppel to be provided:
  + If detriment give *benefit* to relying party, then not detriment (*Mobil v Wellcome*).
  + Non-financial detriment hard to uphold because of need to affirmatively demonstrate it (Mason CJ, dissenting, *Verwayen*).

1. **Reasonableness**

* Reasonable expectation promise will induce representee to act on it (*Waltons*).
* Relying parties’ reliance reasonable in circumstances (Deane J, *Verwayen*).

1. **Unconscionable conduct**

* Representor was behaving unjustly by departing from promise/representation (*Waltons Stores;* *Verwayen*).
* Representor did nothing to correct understanding by representee (*Waltons Stores;* *Legionne; Je Maintiendrai*).
* Unconscionable conduct relates to estopped parties’ actions in all circumstances (Deane J, *Verwayen*).

1. **Departure/threatened departure**

* Representor has to depart, or threaten to depart, to make estoppel claim necessary.

**Compensation from successful estoppel claim**

* E estoppel remedy is “the minimum equity to do ‘justice’” (Scarman LJ in *Crabb v Arun District Council*, quoted by Brennan J in *Verwayen*).
* Relying party has prima facie entitlement to have assumption upheld. However, entitlement will be altered if estopped party ends up unjustly disadvantaged (*Giumelli v Giumelli*).
* Reliance interest – Minimum equity to compensate relying parties’ expenditure (Mason CJ in *Verwayen*).
* Expectation interest – What relying party actually expected to get from the promise/representation. Done by ordering specific performance or damages in lieu of this (*Giumelli v Giumelli*).