

# [Enforcement of a promise essay samples](https://assignbuster.com/enforcement-of-a-promise-essay-samples/)

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In the Cato vs. Isabella case, there is one fundamental observation that can be made. Isabella’s decision to enroll in full-time schooling in a state collage was inspired by Cato’s promise of giving $40, 000 after graduation. Another, observation is that there was no consideration given by the promisee in that context. In some other jurisdictions, a promise without a consideration is not enforceable. However, for this case, under the doctrine of promissory estoppel the promise can be enforced.
The decline of promissory estoppel states that, when a promise is given irrespective of the lack of a consideration to support it, the word of the mouth becomes the bond. In other words, the principle of promissory estoppel is applied when a person through his/her word or action, inspires another to believe he/she may safely carry out a task based on the faith between them. Three conditions have to be met for the doctrine of promissory estoppel to apply. First, the promise should involve the promisor reasonably prompting the promisee to take action or forbear from undertakings of a definite character. The second condition is that, the actions or forbearance of taking action actually, is accomplished and thirdly, the inequity or injustice can be avoided when the promise is enforced (Mayer E al 11. 3).
This principle holds for this case in the sense that, the promise given led Isabella to act differently from the way she would have done if the promise was never made. In other words, it can be observed that, the position taken by Isabella to enroll for full-time education was purely inspired by Cato’s promise of $ 40, 000 after graduating. It is possible that, were it not for the promise, Isabella could have adjusted her education schedule to take care of other factors, therefore preserving her original position. Thus, based on the requirement to demonstrate reliance on the promise in the principle of promissory estoppel, Cato’s promise is enforceable.
In addition, as a reliance-based estoppel, Cato Vs. Isabella case can be enforced in the consideration of detrimental reliance. Firstly, Isabella did what Cato intended and the decision to act in accordance to the promise is reasonable. Secondly, having relied on Cato’s promise, the enrollment for full-time education possibly resulted in financial detriment in the sense that, Isabella could have hoped to offset the cost of enrolling to full-time education with the $40, 000 gift promised by Cato after graduation.
Estoppel, being a rule of evidence, is applied to bar a person from denying that promise was made even when there is a lack of consideration. Therefore, when this principle is used, the promisor cannot deny that a promise was made. In many circumstances, promises without a consideration are not enforceable in many jurisdictions where prior relationship between the two parties must exist. However, when the promise sufficiently meets the above-mentioned conditions for a promissory estoppel, they can be enforced.
The fact that the promisee took action that required expenditures and incurring costs in reliance to the promise qualify the case to be considered as a promissory estoppel. The doctrine as outlined in the Restatement of Contracts (2nd) bars the promisor from denying that a promise was made or raising legal defenses for instance indicating that there was no consideration in the promise (Mayer et al 11. 3).

## Works cited

Mayer, D. et al, “ The Law, Sales and Marketing”. (n. d.) V 1. 0. n. p. Viewed October 24, 2014 at http://2012books. lardbucket. org/books/the-law-sales-and-marketing/s14-03-promises-enforceable-without-c. html