

2nd take home exam

Law



Lecturer's Case Study: The Doctrine of Promissory Estoppel The relationship amongst human beings is regulated by rules that ensure people respect each other. There are different types of laws, and each is defined by its origin and purpose. For instance, laws established by parliaments regulate human activities within national boundaries. Those established by international bodies govern how nations relate with each other. Natural laws do not have enforcers, but the will of the people ensures people respect and follow their requirements (Clarkson 248). This discussion uses a case study of Cato and Isabella to explain the application of the doctrine of promissory estoppel.

The doctrine of promissory estoppel is a policy that allows the recovery of a promise made without considering that it will be enforceable (Clarkson 249). The promisee may encounter losses or suffering in the process of ensuring that he gets the promise. This discussion uses a case study where Cato promised Isabella \$40, 000 after she graduates from State College. Cato fails to honour his promise and claims not to remember promising her the money.

Isabella has a right of demanding the money that Cato promised her. The doctrine of promissory estoppel gives her the right to demand that Cato fulfills his promise. Isabella relied on Cato's promise to complete her university education. The following issues compel Cato to give Isabella the money. First, Cato's promise was clear and definite, and this means that he knew what he was doing when he promised her the money. Cato wanted Isabella to complete her university education and graduate. Therefore, promised her the money to encourage her to complete her studies. Isabella and Cato understood the promise and thus it is legally binding for him to give

<https://assignbuster.com/2nd-take-home-exam/>

her the money. Secondly, Isabella had adequate reasons to rely on the promise to complete her university education. It is necessary to explain that she would not have gone back to school if Cato did not promise her the money. Therefore, she was justified to rely on the promise because she hoped to use the money after graduating. Therefore, she perceived the promise to be an economic gate to success.

Thirdly, Cato knew that Isabella would rely on his promise to complete her university education. She was sure that Cato would honour his promise and give her the money, and that is why she went to school without doubting Cato's promise. This doctrine states that the promiser has an obligation of honouring a promise if he knows that the promise will influence the behaviour of the receiver (Clarkson 248). Therefore, Cato knew that Isabella's going back to school was influenced by his promise. Cato must give Isabella the money because it influenced her to make a major decision in his life.

Fourthly, Cato's promise influenced Isabella to postpone her activities and go back to school. The doctrine states that a person has the right to demand a promise if the promise influenced a change of action or behaviour. Isabella could not have gone to school if she had not been promised money.

Therefore, Cato should pay her and settle the issue.

Lastly, the doctrine demands that justice be served by enforcement and honouring of a promise made to an individual (Clarkson 249). Isabella took a great step of going to university and taking a full-time four-year course because she had been promised money by Cato. It would be just if Cato is forced to pay the money and let Isabella get justice. It is unfair for him to make her go through the learning experience and yet fail to honour his

promise.

The doctrine of promissory estoppel ensures people honour their promises to avoid cheating others and giving them false hope. In addition, it ensures there are no conflicts between individuals and thus those that take advantage of others should know that they must honour their promises even if there was no written agreement. Therefore, Isabella has adequate reasons and rights to demand that Cato pays her the money he promised because she fulfilled her part.

Works Cited

Clarkson, Kenneth W. Business Law: Text and Cases: Legal, Ethical, Global, and Corporate Environment. Boston: Cengage Learning, 2010. Print.