This chapter addresses proprietary estoppel, which is one of the land law doctrines which allows for the creation of rights in land without a written contract or other formal document. It arises when a person (the promisor) makes a promise to another (the promisee) in relation to their land, and then attempts to go back on that promise in circumstances where it was unfair to do so. Given the general policy of formality, with its associated benefits of certainty and clarity, one must consider the rules relating to proprietary estoppel from the perspective not only of when proprietary estoppel generates rights in land, but also why it does so. This is particularly important in relation to estoppel since it represents a general and potentially broad exception to the formality rules discussed in the fourth chapter. There are three forms of proprietary estoppel: estoppel by representation, estoppel by acquiescence, and estoppel by assurance or promise. The chapter then discusses the consequences of estoppel arising in terms of remedies and effects on third parties. It also examines the relationship between estoppel and formalities, and estoppel and constructive trusts.
8. Proprietary Estoppel