The doctrine of consideration is one feature of English contract law that readily distinguishes it from the law of contract in civilian jurisdictions. Its essence is that a promisee cannot enforce a promise unless he has given or promised to give something in exchange for the promise, or unless the promisor has obtained (or been promised) something in return. In other words, there must have been a bargain between the parties. This chapter analyses the current scope of the doctrine of consideration, particularly the rule that consideration must be sufficient but need not be adequate; the pre-existing duty rule and the question whether a promise to pay, or part payment of a debt, is good consideration for the discharge of the entire debt; and the rule that past consideration is not good consideration. It also examines the role of promissory estoppel in contract cases. An estoppel gives (at least limited) effect to a promise that would otherwise be unenforceable, thus the effect of an estoppel may be to supplement, or even supplant, the doctrine of consideration. The chapter concludes with a brief discussion of the future of the doctrine of
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consideration and, in particular, draws on the critique of consideration developed by Professor Atiyah.