

B E T W E E N:

HARDUP CONSTRUCTION LTD

Appellant

and

UNIVERSITY OF THE WEST MIDLANDS

Respondent

SKELETON ARGUMENT OF THE JUNIOR APPELLANT

1. It is submitted that the decision should be overturned as Hardup Construction Ltd did not behave inequitably and can therefore rely upon the doctrine of promissory estoppel.

Evidence

2. I am relying on the brief that I was given.

Background

3. Hardup Construction Ltd submitted a tender of £400,000, while no other tender had indicated a price of less than £600,000. By April 1991 it had become clear that the contract price was too low and it would be impossible to complete the work for that price. Hardup Construction Ltd approached the University of the West Midlands who agreed to an additional payment of £300,000.

THE ISSUES

4. Hardup Construction Ltd did not behave inequitably and can therefore rely upon the doctrine of promissory estoppel.
5. It is submitted that Hardup Construction Ltd did not use the Queen's visit as a means of coercing University of the West Midlands into agreement of a higher sum. The case can be distinguished from that in *D&C Builders Ltd v Rees [1966] 2 QB 617* using the same distinction as in *Williams v Roffey Bros & Nicholls Ltd [1991] 1 QB 1*.
6. It is further submitted that Hardup Construction Ltd can therefore rely on the doctrine of Promissory Estoppel invoked in *Central London Property Trust Ltd v High Tress House Ltd [1947] KB 130* and the reasoning of Robert Goff J in *Amalgamated Investment and Property Co. Ltd v Texas Commerce International Bank Ltd [1982] QB 84*.

Jennifer Cassidy
Duryard Chambers
30th November 2006