

## **Maddison v Anderson (1883) 8 App Cas 467**

<https://lawcasesummaries.com/knowledge-base/maddison-v-anderson-1883-8-app-cas-467/>

### **Facts**

- Maddison lived with Alderson for many years.
- Maddison alleged deceased made verbal promise that if Maddison worked as a housekeeper without wages for several years then the deceased would make will leaving Maddison life estate.
- Deceased subsequently signed will leaving Maddison life estate.
- After deceased's death will failed because of want of due attestation.
- Respondent heir-at-law brought action to recover from appellant title deeds to deceased's estate.
- Maddison submitted that they were entitled to the benefit that would have taken place under the will because of the parol agreement with deceased.
- Submitted parol agreement made for sufficient consideration and performed on her part by working for deceased without wages for several years and abandoning other prospects of establishment in life.
- Trial judge found Maddison had established part performance of contract.
- The English Court of Appeal reversed the trial judge's decision, finding no part performance established.

### **Issues**

- Whether appellant established part performance of agreement.

### **Held**

- Maddison had not established any contract between her and her employer; even if there were a contract, it would only be enforceable if the Maddison's acts relied on as part performance to take it out of the operation of the Statute of Frauds were unequivocally referable to the contract.
- The test of *Maddison v Alderson* for part performance has been settled in Australia, and reaffirmed in the recent High Court decision of *Pipikos v Trayans*.

### **Quotes**

"...the acts relied upon as part performance must be unequivocally, and in their own nature, referable to some such agreement as that alleged".

(Lord Selborne LC at page 479)

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