


Sometimes a promise doesn't technically meet the formal requirements of a traditional contract, but the law deems it would be unfair not to permit someone to enforce its terms. This situation is fixed by a legal theory called promissory estoppel. It prevents someone from backing out of a promise when the other person relied on it. CP Kelco breached the elements of promissory estoppel:

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1. a clear and unambiguous promise;
 2. foreseeability by the promisor that the promisee would rely upon it;
 3. reasonable reliance upon the promise to the promisee's detriment;
 4. hardship or unfairness can be avoided only by the promise's enforcement.

By agreeing to the change order, CP Kelco made a clear and unambiguous promise to Jedson to pay the amount due. It is beyond reasonably foreseeable that Jedson would rely on that, and statements from CP Kelco that Jedson would be made whole by the end of the project for change order work done. Jedson relied on the promise to pay the change order, did the work, and it is clear such was to Jedson's detriment. It is embroiled in this lawsuit, completed work, and was unable to pay the subcontractors for the work completed on the agreed change order which CP Kelco enjoys. This can only be remedied by the Court's enforcement of CP Kelco's promise to pay, especially in light of the fact that CP Kelco is enjoying the benefit of the work performed. These same arguments apply to the amounts of work and procurement of items for the Innoculum Header which CP Kelco promised to pay and the reneged on. Jedson is entitled to these payments.