

[27] Now it seems to me that whatever else a vendor might not remember about an agreement that he signed for the sale and purchase of his land - especially in the circumstances of this case where the piece of land is the only land owned by the vendor and the initial negotiations involved the proposed construction of a dwelling-house for the vendors the cost of which was to be deducted from the purchase price of the land - it would not be the purchase price because this is the critical and overriding concern of all vendors.

[28] Taking into consideration the negotiations between the parties as disclosed in the letter of 18 August 1997 (Exhibit 'GS2') where it is clear that the offer was conditional upon the approval by Town and Country Planning of the proposal of System Sales to further develop the land and the subdivision of lots 1 and 2 from the larger area, in my view, it is more likely than not that any agreement signed between the parties would include, rather than exclude, the matters which Mr. Suttle contends were not in the agreement signed by him.

[29] The credibility of Mrs. Suttle on the issue of the signatures was also called into question. Like her husband, she testified in chief that Exhibit "SSL1" is not the agreement for sale signed by her. When shown page 4 of the agreement (Exhibit "SSL1") she testified: