

[65] Counsel for the Suttles cited **Wigginton & Milner v Winster Engineering** [1978] 3 All ER 436 where the issue for consideration by the Court of Appeal was whether a plan annexed to a conveyance and described as “for the purpose of identification only” could be referred to in order to ascertain the boundary. It was held that although a plan annexed to a conveyance and described as “for the purpose of identification only”, could not contradict anything which was explicit in the description of the parcels, it could be used to elucidate the identity of the property which the conveyance was intended to convey where it was not made explicit in the description of the parcels. So it would follow from the reasoning in that case that where the only description of the parcel of land is in terms of a plan, then that plan must prevail.

[66] In this case the only description of the land to be sold and by extension the land to be retained is to be found in the proposed subdivision plan referred to in the Schedule, there being no verbal description of the land.

[67] I therefore hold that on a true construction of the agreement the Suttles are entitled to retain lots 1 and 2 as shown on Exhibit “GS3” and their obligation is to provide a right of way also as shown on Exhibit “GS3”.