

The overriding principle is that specific performance should not be granted where damages would be an adequate remedy. (See **Co-operative Insurance Society Ltd. v Argyll Stores (Holdings Ltd [1998] A.C.1, 11)**). And it is also clear that specific performance may be refused although the contract is binding at law and damages are not an adequate remedy (See **Co-operative Insurance Society** cited above at p.12).

[86] In this case the agreement was a valid and binding agreement. Prima facie, it was therefore amenable to an order for specific performance as in the particular circumstances not only was it known by the Suttles that the land was being purchased for development, but System Sales had also expended monies on preparatory works in relation to the infra structure, to obtain a certificate of compliance, with the knowledge and consent (as I do find) of the Suttles. This funding is based on the fact that the works had been in progress for some 7 months before they were stopped and in view of the fact that Mr. Suttle lived on the land and was aware of the works, if indeed unauthorised, they should have been stopped well before the 7 months.'

[87] Mr. Gollop submits that if specific performance is refused there would be considerable hardship on System Sales by virtue of the monies expended