

to the roadway or that the Purchaser could retain \$50 000.00 out of the balance of the purchase money if I did not do so.”

[22] Essentially, Mr. Suttle is saying that the agreement before the court is a forgery in two ways:

- (i) the signatures thereon are not those of either his wife or himself, and
- (ii) the content of that agreement is different from that signed by them in that the agreement signed by them did not refer either to (a) a subdivision of the parcel of land into lots as they had agreed to sell the land to the plaintiff at the price of \$2.00 per square foot; or (b) the balance of the purchase price being payable on a certificate of compliance being obtained from the Chief Town Planner; and (c) it did not stipulate that he would be required to shift his house if it was too close to the roadway and in default the Purchaser could retain \$50 000.00 out of the balance of the purchase price.

[23] In his evidence in chief Mr. Suttle when shown Exhibit “SSL1” stated:

“This document is not the agreement that I signed. The agreement that I signed was signed at my house in the