

instead sought the assistance of his accountant. In late April, Carrow and Arnold met in the accountant's office to discuss the proposed contract. Carrow expressed reservations about certain provisions in the contract, and the parties changed those provisions in response to Carrow's concerns. At the conclusion of the meeting, the parties signed the Agreement and Arnold gave Carrow a \$200,000 deposit. Within days of executing the Agreement, Arnold and Mitchell began to have the land surveyed for subdivision. Mitchell submitted plans to county officials to have the land approved for residential development. Arnold and Mitchell testified that they never had any intention to develop the land, but submitted the plans to the county because the land would be more valuable if approved for residential development. By early May, Carrow was having reservations about selling his farm, so he called Arnold and told him that he wanted to return the deposit. Arnold replied that Carrow could not back out of the deal. Carrow asserted that he did not know Arnold and Mitchell were professional real estate developers and that he began to reconsider the agreement after he saw surveyors on various parts of the property. Carrow sued Arnold and Mitchell based on the representations made to him before the contract was signed. Was he successful?

5. Carrow owned a farm and Arnold and Mitchell, who were partners in a real estate partnership, were interested in buying it. In mid-April 2003, they met with Carrow at his farm. At this meeting, Carrow expressed reservations about selling the farm. Arnold offered Carrow \$1.2 million for the farm, but Carrow declined. During their discussions, Arnold told Carrow that if he sold Arnold the farm, he could continue to live on the farm and till the land as long as Arnold owned it. Approximately a week later, Arnold and Mitchell returned to the farm and negotiated with Carrow over the terms and conditions of a sale. During these negotiations, Carrow again expressed reservations about selling the farm because he did not want to leave it. Carrow testified that Arnold assured him that "Nothing would ever change for you, nothing. . . ." and that Carrow could "go right on farming this farm the rest of your life. . . ." Carrow claimed that Arnold assured him that he wanted to buy the land to use strictly as a hunting farm. He understood this to mean that Arnold did not intend to develop the property or to transfer it any time in the near future. Carrow later testified that he would not have sold the farm without these representations. Arnold admitted that during various stages of the negotiations he assured Carrow that Carrow could continue to live on and farm the land and that he would never develop it. He also agreed that he told Carrow that he wanted the land for hunting purposes. According to Arnold, however, in making this and other assurances to Carrow, he always included the qualifier "as long as I own it."

After some bargaining, Carrow agreed to sell the farm to Arnold for \$1.4 million, not including the farm equipment. Arnold returned to the farm and left a draft of a written contract with Carrow. Carrow put the contract on a shelf and did not discuss it with anyone for approximately one week. Although he saw provisions in the draft agreement that he did not like, he did not pay too much attention to it and did not "look at [the agreement] like I should have." Carrow did not seek the advice of an attorney or tell his adult children that he was selling the farm. He