

THE EASTERN CARIBBEAN SUPREME COURT
SAINT VINCENT AND THE GRENADINES

IN THE HIGH COURT OF JUSTICE

SVGHCV2019/0018

IN THE MATTER OF THE REGISTRATION OF DOCUMENTS ACT CHAPTER 132 OF THE REVISED
EDITION OF THE LAWS OF SAINT VINCENT AND THE GRENADINES 2009

AND

IN THE MATTER OF AN APPLICATION BY ASTER KENNETH BRUCE DESSLER, DIANA BRUCE AND
FERIQUE BRUCE FOR RECTIFICATION OF ERRORS IN A DEED OF CONVEYANCE BEARING
REGISTRATION NUMBER 2024 OF 2018

BETWEEN

ASTER KENNETH BRUCE

1st CLAIMANT

DESSLER DIANA BRUCE

2nd CLAIMANT

FERIQUE BRUCE

3rd CLAIMANT

AND

THE REGISTRAR OF THE HIGH COURT OF JUSTICE

DEFENDANT

Appearances:

Ms. Kensha Theobalds holding papers for Mr. Israel Bruce, counsel for the claimants.

Mr. Kezron Walters counsel for the defendant.

2019: Jul. 31
Sept. 25
Oct. 30
Nov. 1

REASONS FOR DECISION

[1] **Henry, J.:** The purchase of land can be simple and concluded in a timely manner. In some cases it

can be a tedious and lengthy process. At times the experience may be prolonged or adversely impacted if errors are made in the legal documentation which effect the transfer. Aster, Dessler and Ferique Bruce encountered such difficulties with their documents. They filed¹ a claim for an order correcting those errors.

[2] The Registrar of the High Court has responsibility for maintaining the Register of Deeds. She was made a defendant to the claim. She did not oppose the action. The Bruces all testified at trial on July 31st 2019. They produced the Deed of Conveyance (No. 2024 of 2018) by which certain lands at Calder was transferred from Aster and Dessler Bruce to Ferique Bruce. They averred that the Deed contained several mistakes. They asked that the court direct that they be corrected and that the Registrar be ordered to make the changes.

[3] After the Bruces closed their case, they court asked their legal practitioner to make submissions regarding the factual and legal bases on which certain amendments to the deed were being sought. Learned counsel Ms. Theobalds applied for and obtained an adjournment to take instructions and finalize her submissions. A further adjournment was a granted that day².

[4] On the next hearing date³, the claimants abandoned their prayer for certain amendments to the referenced Deed (namely those outlined in paragraph 1) h., k., l., m. and r. of the Claim Form). Those reliefs were refused. An order was made granting the other requested amendments. Following are the reasons for that decision.

ISSUE

[5] The issue was whether Deed of Conveyance No. 2024 of 2018 should be amended as prayed?

ANALYSIS

Issue – Should Deed of Conveyance No. 2024 of 2018 be amended as prayed?

[6] The evidence revealed that in 2006 Aster and Dessler Bruce were registered as owners of just over

¹ By Fixed Date Claim Form on 25th January 2019, which was amended on 3rd May 2019.

² September 25th 2019.

³ October 30th 2019.

20,000 sq. ft. of land at Calder, by Deed of Indenture No. 3906 of 2006. They subsequently sold just over 8,000 sq. ft. from that plot of land to Ferique Bruce for \$72,000.00. That transfer was registered by Deed No. 2024 of 2018. The Bruces allege that there are numerous errors in that Deed which they would like to have rectified.

Amendments which were granted

- [7] Most of the proposed amendments are cosmetic in nature and flow from the factual background provided by the Bruces. For example, they requested that the reference to 'donor' and 'donee' be replaced by 'vendors' and 'purchaser' respectively. This would accurately reflect that the land was sold, not given to Mr. Ferique Bruce. In addition, the 2018 deed omitted the reference to Aster and Dessler Bruce as 'joint tenants', although it appears in the 2006 Deed. Descriptions of the other superficial amendments are outlined in footnotes.
- [8] There existed no factual or legal impediment to making the order for those related changes. They were therefore granted.
- [9] In this regard, the Bruces prayed and it was ordered that the Deed be amended by:
1. replacing '**DONOR**' with '**VENDORS**' and '**DONEE**' with '**PURCHASER**';⁴ (first page of the Deed);
 2. inserting 'together with other hereditaments and premises granted and' between the words 'were' and 'conveyed'⁵; (first page of the Deed, fourth line of paragraph 2);
 3. inserting 'as Joint Tenants' between the words 'Vendors' and 'in'; (first page of the Deed, fifth line of paragraph 2);
 4. inserting 'DOLLARS' after the word 'THOUSAND'⁶; (wherever it appears on the first

⁴ Referenced in paragraph [7].

⁵ This change would expressly state that the land owned by Aster and Dessler Bruce (before the sale to Ferique Bruce) was larger than the lot sold to him.

⁶ The price paid for the land was not expressed by reference to dollars. This change would signify the applicable unit of currency.

page of the Deed);

5. replacing the word 'same' with the words 'said hereditaments and premises'; (the 19th line of paragraph 4 of the Deed, second page)⁷;
6. replacing 'Vendor' with 'Vendors' and 'its' with 'their'; (2nd page of the Deed, 20th line of paragraph 4)⁴;
7. replacing 'Lot No.1 on Plan G63/29 and being EIGHT THOUSAND AND FIVE SQUARE FEET (8,005 Sq. Ft)' with 'EIGHT THOUSAND AND FIVE SQUARE FEET AND BEING Lot No.1 shown on Plan numbered G63/29';⁸ (lines 3 and 4 of the Schedule, second and third pages of the Deed);
8. deleting 'and' from line 7 of the Schedule, third page of the Deed⁹;
9. inserting the word 'and' between 'privileges' and 'easements';⁹ (the Schedule, third page of the Deed, line 8);
10. replacing 'Donors has' with 'Vendors have' after '**IN WITNESS WHEREOF**'; (third page of the Deed)⁹; and
11. replacing 'hand' and 'seal' with 'hands' and 'seals' respectively⁹; (third page of the Deed).

Amendments which were refused

[10] The Bruces sought an order replacing the words 'at the Request and by the Direction of the Vendors testified by it being party to and executing these presents'. Those words appear on the second page of the Deed. The Bruces pleaded that they appear on the first page of the Deed on

⁷ 'said hereditaments and premises' appears on the 19th line of page 2. Replacing those words with 'same' signals that the reference is to the land which is the subject of the Deed.

⁸ The description remains the same although the words are re-arranged.

⁹ The respective deletions and additions of 'and', 'has' and 'have' do not materially change the essence of the Schedule or the Deed. Rather, they correct grammar.

the seventh and eighth lines of paragraph 4. They gave no evidence about where the words appear in the document or of the reasons for the proposed changes.

- [11] They made no application to amend the pleadings or to give further evidence about those matters. They submitted that those words should be replaced with 'and the vendors'. Learned counsel Ms. Theobalds was asked to direct the court's attention to the words as described in the pleadings. She offered no response. In the circumstances, there was nothing before the court which would have assisted in making the connection between the pleadings and what the Bruces required. Moreover, they abandoned that part of their claim. It was accordingly dismissed.
- [12] Similarly, the Bruces withdrew their claim for an order that the Deed be amended by replacing the word 'being' with the word 'by' where it appears on the second line in the Schedule. They also abandoned their claim for amendments to the backing of the Deed. On this latter score, they originally sought an order to replace '**DEED OF CONVEYANCE** of (8,005 Sq. Ft) ALL THAT PIECE OR PARCEL OF LAND situate at Calder in the state of Saint Vincent and the Grenadines' with '**DEED OF CONVEYANCE** of ALL THAT PIECE OR PARCEL OF LAND situate at Calder in the state of Saint Vincent and the Grenadines and admeasuring 8,005 square feet and shown as Lot No.1 on Plan G63/29'. Those portions of their claim were dismissed having been withdrawn.
- [13] The claim also sought to have substantive amendments made to the Deed by introducing reference to a 'lot' which does not appear in the un-amended Deed. The Bruces prayed that the words 'lands of Aster Bruce and Dessler Bruce' in the Schedule (on the third page) be replaced with 'Lot No.2 shown on plan G63/29'. They produced no evidence of ownership the land delineated in lot 2 on survey plan G63/29. The court remains mindful that granting an amendment without adequate factual background could interfere with the rights and interests of third parties without notice to them. This is to be avoided at all costs.
- [14] The Schedule on page 3 delimits the Eastern boundary of the subject land as 'on the East by lands of Aster Bruce and Dessler Bruce or howsoever otherwise the same maybe butted...'. Nowhere in the Deed is reference made to 'Lot No. 2 on plan G63/29'. None of the witnesses supplied any such detail. In the absence of some rational connection between the evidence and the pleadings, the court is not permitted to make a variation to the subject Deed. Such an order would be

arbitrary, legally unsound and potentially detrimental to the interests of persons who are not party to the claim. Furthermore, the Bruces abandoned that aspect of their case. It was also dismissed. These are the reasons for the court's decision delivered on October 30th 2019.

[15] The court gratefully acknowledges the assistance rendered by counsel for the respective parties.

Esco L. Henry
HIGH COURT JUDGE

By the Court

Registrar