

## CORRECTION POLICY

As a general rule Land Titles will allow any error, omission or mistake in a document to be corrected by way of letter provided that the correction does not change the substance of the document as initially intended by the parties thereto.

These letters must be from a lawyer in and for the province of Manitoba and must be signed by that lawyer.

These letters may faxed in to the office without any need for the original to follow in the regular mail.

## GUIDELINES FOR LETTERS

All letters must contain at a minimum certain elements. Please note that in many situations more than the minimum will be required. The required elements are:

- 1) A clear statement of the correction to be made;
- 2) A statement or set of statements that proves that the person signing the letter has the complete authority to make the change; and
- 3) A statement that the change to the document is a correction of an error, omission, or typographical error, and is not a change in the substance of the document.

## SAMPLE OF CORRECTION LETTER

**Schedule XII** is an example of a letter of correction. This is not a binding precedent, but rather a guide to preparing properly drafted correction letters.

The sample can be used by Land Titles staff, and where the Land Titles staff feels it is appropriate, it can be faxed to individual lawyers.

## CORRECTIONS BY LAWYERS WHO ATTEND IN PERSON

Where a lawyer wishes to make a correction /change to a document and they are in our office the lawyer must write up a letter of correction which conforms to the guidelines set out above.

**Schedule XIII** is a blank letter of correction. The lawyer who attends in person can fill in the blanks in this letter rather than taking the time to write out their own letter.

**CORRECTION POLICY (continued)****EXCEPTIONS TO GENERAL CORRECTION POLICY****Notices of Exercising Power of Sale Correction Policy**

Notices of Exercising Power of Sale cannot be corrected by way of lawyer's letter.

**Caveats Correction Policy**

Either the Caveator or the Agent of the Caveator (where that agent signed the Caveat as agent) can authorize a correction to any part of an unaccepted Caveat. Executed agreements attached to Caveats cannot be corrected in this manner.

**Mortgaging / Transferring Clause Correction Policy**

Errors or omissions in clause 2 in Box 7 of the mortgage (the mortgaging clause) or clause 3 in box 7 of the transfer (the transferring clause) cannot be corrected by way of lawyer's letter. Where either of these statements is not complete the statement must be inserted and the document re-executed.

**Personal Property Security Act Notices Correction Policy**

A Personal Property Security Act Notice can be corrected by a letter from any of the following parties:

1. The agent who signed the PPSA Notice on behalf of the secured party;
2. The officer/employee of the secured party who signed the notice;
3. Any other officer/employee of the secured party.

**Discharge Correction Policy**

At the complete discretion of the staff member examining a Discharge, mistakes in the discharge can be fixed by way of correction letter. These letters may be executed by any of the following parties:

1. The "owner" of the instrument affected by the discharge.
2. The solicitor and agent of the "owner" of the instrument affected by the discharge, using a standard "lawyer's correction letter" (standard other than that there is no need for a statement that they have the permission of any other party – a discharge is a one party document).
3. The party who actually executed the discharge where that party is neither the owner nor their solicitor but was otherwise entitled to execute the discharge (for example an agent who signed the original Caveat or Form 21 and has now signed a discharge of same).

**CORRECTION POLICY (continued)****EXCEPTIONS TO GENERAL CORRECTION POLICY (continued)****Homesteads Act Evidence Correction Policy**

Homestead Act evidence, Consents, Releases, discharges of Homestead Notices, and discharges of Dower Caveats cannot be corrected by way of lawyer's letter.

Where an instrument contains no Homesteads Act evidence or Homesteads Act evidence that is contradictory or unacceptable the standard correction policy is not to be followed. As a general practice the Homesteads Act evidence must be provided by the party and accordingly the document has to be rejected and re-executed. Land Titles will not accept for registration a document, which has been rejected, where the evidence has been inserted without re-execution.

To avoid having to reject documents that contain defective Homesteads Act evidence Land Titles staff should offer to the presenter the option of providing the evidence or clarification by way of a schedule. In this case the document is not to be rejected, instead the schedule is to be attached to the existing registration. This schedule must be executed by the party and not their solicitor. **Schedule XIV** is a sample schedule that may be used as a guide.

**Mines and Minerals Correction Policy**

Where a title contains a reservation of mines and minerals and a document is registered which is silent in that regard Land Titles must have the document corrected in the ordinary fashion. Land Titles staff cannot on their own initiative add the mines and minerals reservation to the legal description in the instrument. The only exception to this policy is where the reservation is one contained in the original grant from the crown. In these cases Land Titles staff do not need to get the client's permission to add the reservation.

**CORRECTION POLICY (continued)****EXCEPTIONS TO GENERAL CORRECTION POLICY (continued)****Alterations and Obliterations in Documents**

Special rules apply where it appears that the document has been altered after execution.

1. Where it is evident that the information in a transfer of land or mortgage has been altered (whiteout, strike-out, cross-out, etc.) and this alteration has not been initialed by (all of) of the transferor(s)/mortgagor(s) the examiner shall obtain a letter from the solicitor for the transferor(s)/mortgagor(s) confirming that the alterations were made prior to execution.
2. Where a letter from the solicitor for the transferor(s)/mortgagor(s) confirming that the alterations were made prior to execution cannot be obtained (likely because the alterations were made subsequent to execution) the examiner will instead obtain a letter from the solicitor for either of the parties to the document confirming that the information as altered is correct. The letter must contain a statement that his/her client(s) have consented to the alterations and that the solicitor for the other party(s) has advised that his/her clients have also consented to the alterations.
3. If the change is to Homesteads Act evidence that has not been initialed by the Mortgagor(s)/Transferor(s), and if a letter cannot be obtained confirming the alteration was made prior to the execution of the document, a new schedule (signed by the mortgagors/transfersors) must be provided containing the proper Homesteads Act evidence (it is important to remember that the evidence currently in box 7 though possibly technically correct was not sworn to by the transfersors/mortgagors and therefore is of no use).
4. If the alteration is to box five of a transfer and it has the affect of either removing a name completely or adding a new name special rules apply. See below.

**Removing the Name of a Transferee**

If an alteration to box five of a transfer has the affect of removing a name completely and the obliteration has not been initialed by the transferor(s) then it can be remedied by either:

1. a letter from the solicitor for the transferor(s) confirming that the alteration was made prior to the execution of the Transfer; or
2. both:
  - i) the written approval of the party who has been deleted; and
  - ii) a letter from the solicitor for either of the parties to the document confirming that the information as altered is correct. The letter must contain a statement that his/her clients have also consented to the alterations and that the solicitor for the other party (ies) has advised his/her clients and they have consented to the alterations.

**CORRECTION POLICY (continued)****EXCEPTIONS TO GENERAL CORRECTION POLICY (continued)****Adding a New Name as a Transferee**

If an alteration to box five of a transfer has the affect of adding a completely new name and the addition has not been initialed by the transferor(s) then it can be remedied by either:

1. a letter from the solicitor for the transferor(s) confirming that the alteration was made prior to the execution of the Transfer; or
2. both:
  - i) the written approval of the other transferees; and
  - ii) a letter from the solicitor for either of the parties to the document confirming that the information as altered is correct. The letter must contain a statement that his/her clients have also consented to the alterations and that the solicitor for the other party (ies) has advised his/her clients and they have consented to the alterations.