

BACKGROUND

The law relating to alterations to documents is fairly complex and there are many reported court cases dealing with alterations made under a variety of circumstances. (1) Some of the principles which have been established are as follows:

1. Only a material alteration made after execution without the consent of the party liable under the document will invalidate the document so that it cannot be enforced against the party who did not consent.
2. An alteration is material if it changes the rights, liabilities or legal position of the parties or otherwise varies the original legal effect of the document.
3. A material alteration, such as filling in blanks, which is made after execution with the consent of the party or parties liable under the document, does not invalidate the document.
4. An erasure, interlineation or other alteration to a document is presumed, in the absence of evidence to the contrary, to have been made before execution of the document. (2)

Notwithstanding the above presumption concerning alterations, as there is the possibility that an alteration may invalidate a document, it is established practice to obtain verification that an apparent material alteration to a document presented for registration was authorized by the person who is granting an interest under the document. However, taking into consideration the presumption concerning alterations and the difficulty of establishing firm guidelines which would not unduly interfere with the processing of land transactions, it is an area where discretion needs to be exercised in determining whether a rejection is warranted.

REGISTRATION PROCEDURE

1. Where an instrument which grants an interest in land appears to have been altered (e.g., erasure, interlineation, deletion) so as to change the effect of the instrument, the alteration should be authorized. For example, a change of the legal description or of the parties to the instrument would be changes which should be questioned. Alterations which appear to be only corrections to minor typographical errors do not have to be questioned.

2. The authorization should be in the form of the signature of the party granting the interest (e.g., transferor or mortgagor). However, initials can be accepted if it is obvious that they are the initials of the party granting the interest. (3) The signature of a solicitor or an Alberta Land Surveyor (for documents submitted to survey registrations) can also be accepted as authorization for an alteration if the signature is accompanied by a statement that he has been authorized by the party whose signature would otherwise be required. A letter from the party granting the interest, the solicitor, or Alberta Land Surveyor authorized by that party, confirming that the alteration was authorized may also be accepted and attached to the document.

2 (a) the following is an example of a statement that may be endorsed on the page of the document containing the alteration:

The changes to *(provide detail of the amendment)* have been completed by *(provide name of signatory)*, *(provide professional designation; Barrister & Solicitor, Lawyer or Alberta Land Surveyor)* with authorization for the amendment provided by *(provide name of the document party authorizing amendment)*.

X (signature of person doing amendment)

3. An instrument is rejected if it contains a number of alterations which make it difficult to determine which ones have been authorized. (4)

4. Alterations to affidavits must be initialled by the person before whom the affidavit is sworn. See procedures under [AFF-1](#), [AFF-2](#) and [COR-1](#) for attestation requirements.

5. Only non-material legal descriptions on Caveats may be amended by the Alberta Land Surveyor, all other information can only be amended by the original caveator or the agent who registered the caveat on the caveator's behalf.

STATUTE AND CASE REFERENCES

1. Anger & Honsberger, pg. 604 ff
2. *Don-Del Investments Ltd. v. Registrar of North Alberta Land Registration District et al.* (1981), 15 Alta. L.R. (2d) 51 (Alta. S.C.T.D.). In *Shilletto (Executrix of Stahn Estates) and Stahn v. Plitt et al. and Registrar of Land Titles* (1955), 16 W.W.R. 55 (Alta. S.C.T.D.), Egbert, J. stated at p. 69: "... the mere fact that one part of an instrument is typed and another part written does not demonstrate or even create an inference that there was an alteration."
3. Initials have been accepted at various times in the past as indicating authorization for an alteration but it is most often very difficult to determine the authenticity of initials whereas a complete signature can be compared with the signature on the instrument.
4. s. 50(3), Land Titles Act, R.S.A. 2000, c. L-4