



[1] In my judgment 20 November 2009 I reached conclusions that largely favoured the defendant and, with one exception, declined to make any of the declarations sought by the plaintiffs. One of the declarations sought was:

The figure derived from deducting the improvements valuation from the gross valuation pursuant to clause 13(h) is not equivalent to an assessment of the freehold value of the land as though it were vacant and unimproved.

[2] At [22] of my judgment I concluded that the terms of the lease meant that:

The residual value on which ground rent is paid is the equivalent of the unimproved value of the land...

[3] Throughout the judgment I used the expression “vacant and unimproved” as used in the declaration sought by the plaintiffs. However, at two points in my judgment there is an error. At [11] I said:

[11] Of these proposed orders, orders 2 and 3(b) relate to whether the land should be valued as if vacant and improved...

And at [78] I said:

[78] I have concluded that the residual value on which ground rent is charged is the equivalent of the vacant and improved value of the land...

[4] Counsel for the defendant have filed a memorandum requesting a corrigendum to the judgment in accordance with R 11.10 of the High Court Rules, on the assumption that the use of the word “improved” at [11] and [78] are typographical errors.

[5] Counsel for the plaintiffs has filed a memorandum in which he accepts that, if the use of the word “improved” at [11] and [78] are typographical errors then they could be corrected in accordance with R 11.10. However, counsel for the plaintiffs has some doubt as to whether they are in fact typographical errors and if there is to be an amendment whether it should not in fact be to replace “improved” with “as occupied”.

[6] There is no doubt in my mind that the use of the word “improved” at [11] and [78] are typographical errors. Consideration of the value of land “as though vacant and unimproved” was an entirely separate concept from use of the land “as

occupied”. I also consider that this is an error that is properly corrected under R 11.10 which permits correction if, amongst other things, an error arises from an accidental slip or omission. These typographical errors have clearly arisen from oversight during the proof reading process. They are ones that can and should be amended under the slip rule. The judgment is to be amended accordingly.

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P Courtney J