COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law & Equity Division

2023/CLE/gen/00433

IN THE MATTER of an insurance policy No. 4760791 with Global Life Assurance (Bahamas) Ltd. (formerly American Life Insurance Company)

AND

AND IN THE MATTER OF Divorce and Matrimonial Action No. 351 of 1988

BETWEEN

TREVOR BASDEN

Claimant

AND

ENID BASDEN

Defendant

Before:	**Her Ladyship The Honourable Madam Justice Cheryl Bazard KC (Acting)**
Appearances:	**Mr. Norwood A. Rolle for the Claimants**
	No appearance for the Defendant
Hearing Date:	**Heard on the Papers**

Civil Procedure – Notice of Application to Correct Judgement or Order – Rule 42.10 of the Supreme Court Civil Procedure Rules, 2022

RULING

BAZARD, J (Acting):

[1.] This is a Ruling on a Notice of Application filed on 1st September 2025. The Application seeks to amend the Order of Her Ladyship the Honourable Madam Senior Justice Deborah Fraser made on 15th July 2024, which removed Enid Marinette Basden as beneficiary from insurance policy No. 4760791. That Order had been determined on the papers.

[2.] The Claimant's Notice of Application seeks the following relief:

> **"1. An Order that the Order of Her Ladyship the Honorable Madam Deborah Fraser Senior (sic) on the 15th day of July, 2024, be amended by substituting the words "Colina Insurance" in place of the words "Colina General Insurance Agents & Brokers Limited (formerly Global Life Assurance (Bahamas) Ltd. (formerly American Life Insurance Company)" wherever they appear throughout the said Order, the said Order referring to insurance policy number 4760791 as having been issued by the above-named entity, which is a misstatement of the correct name of the Insurer;**
>
> **2. That the said correction be made pursuant to Rule 42.10 of the Supreme Court Civil Procedure Rules, 2022, on the ground that the existing reference constitutes a clerical mistake or accidental misstatement;**
>
> **3. That the amended Order shall take effect as if originally entered with the corrected name throughout;**
>
> **4. The following written evidence will be used at the hearing of the application:**
>
> > **(i) Order of Her Ladyship the Honourable Madam Deborah Fraser Senior (sic) on the 15th day of July, 2024.**
> >
> > **(ii) Affidavit of Trevor Basden"**

Background

[3.] The Claimant commenced these proceedings by filing a Standard Claim Form and a Statement of Claim on 8th June 2023, seeking a declaration that the Defendant is not entitled to remain as the beneficiary on the insurance policy no. 4760791 with Colina General Insurance Agents & Brokers Limited (formerly Global Life Assurance (Bahamas) Ltd. (formerly American Life Insurance Company)) and an Order that the Defendant be removed as beneficiary from the said insurance policy.

[4.] On 6th October 2023, the Claimant filed a Notice of Application seeking Judgment against the Defendant for failure to file a Defence.

[5.] On 1st September 2023, a Memorandum of Appearance and Notice of Appearance were filed, and on 25th January 2024, an Acknowledgement of Service was filed by the Defendants.

[6.] There is no evidence of a Defence filed by the Defendant.

[7.] In support of the application, there is the Affidavit of Trevor McNiel Basden filed on 1 September, 2025. In paragraph 2 of the said Affidavit, he avers, "*…however, the correct name of the insurer is* "**Colina Insurance**" *and not Colina General Insurance Agents & Brokers Limited*." At paragraph 3, he continues: "*That reference is factually incorrect. The correct name of the insurance company that presently holds the said policy is Colina Insurance, as evidenced by correspondence from the company dated the 4th day of March, 2025, now produced and shown to me and marked* **"Exhibit TMB-1".**

[8.] Exhibit TMB-1 is a letter dated 4 March, 2025 addressed to Norwood Rolle & Co., Chambers, Duffus House Annex, 36B Sears Road, Nassau, Bahamas. The letter is signed by Denice Major and Nicoya Smith, Administrator of Customer Service and Customer Service representative, respectively.

[9.] The content of the letter is as follows:-

> **"Dear Sir/Madam:**
>
> **Re: Trevor Basden – Policy #014676091**
>
> **We acknowledge receipt of the Order from Mr. Basden submitted to execute a beneficiary change. The Order however, names Colina General Insurance Agents & Brokers and should read Colina Insurance. <u>We are requesting that the document be revised</u> to reflect Colina Insurance in all areas were (sic) Colina General insurance Agents & Brokers appear. We are unable to complete Mr. Basden's beneficiary request until the correction to the Order has been made.**
>
> **Should you require additional information, please do not hesitate to contact Customer Service Centre at (242) 356-8300."**

(Emphasis mine)

The Applicable Law

[10.] **Rule 42.10** of the Supreme Court Civil Procedure Rules 2022 provides:

> **"42.10 Correction of error in judgment or order.**
>
> **(1) The Court may at any time, without an appeal, correct a clerical mistake in a judgment or order, or an error arising in a judgment or order from any accidental slip or omission.**
> **(2) A party applying for a correction must give notice to all other parties.**

[11.] **Halsbury's Laws of England 4th ed. at para. 557** provides the following general overview of the slip rule:

> **"After judgment or order has been entered there is power, both under rules of court and inherent in the judge or master who gave the judgment or order, to correct any clerical mistake in it or some error arising from any accidental slip or omission to vary the judgment or order so as to give effect to his meaning and intentions. The power applies in the case of mistake or to accidental slips made by officers of the court…or [where] there has been a miscalculation of interest, or a mistake in a date, or accidental omission from a bill of costs, or neglect to ask for certain cost….A judgment or order will not be varied, however, when it correctly represents what the court decided and where the court itself was wrong, nor can the operative and substantive part of the judgment be varied and a different form substituted… The discretion to amend should be exercised when something has happened since the date of the oral judgment which renders it inexpedient or inequitable to amend".**

Discussion and Analysis

[12.] The general rule is that the Slip Rule cannot be used to enable the Court to have a second thought or to add to its original order. A judge has the power to recall their order before it is issued, but not afterwards. In **Richard Anthony Hayward et al v Striker Trustees Limited et al 2010/CLE/gen/01137** Charles J (as she then was) permitted the replacement of words where the Order had not yet been perfected and sealed.

[13.] In **Gateway Ascendancy Ltd v Bertram Alexander Wallace et al 2013/CLE/gen/01179**, Klein J, citing **Hatton v Harriss [1895] AC 547,** held that the Court retains inherent jurisdiction to correct errors outside the slip rule where necessary "*to bring harmony with the order which the judge obviously meant to pronounce.*"

[14.] The Court has an inherent jurisdiction to vary its own orders to make its meaning and intention of the Court clear, and may invoke the slip rule to amend an order so as to give effect to the Court's true intention. (White Book 2007 at page 1079) In **Evelyn Julia Frith v Scotia Bank (Bahamas) Limited [2021] 2 BHS J. No. 33**, the Court of Appeal explained that the slip rule is intended to correct clerical errors or accidental slips and omissions, but cannot be invoked to alter the substance or effect of a judgment.

[15.] Similarly, in **Attorney General v Jonathan Reid and another [2021] 1 BHS J. No. 234**, the Court emphasized that it would be wrong for a court to seek to recraft a judgment *once it had been pronounced in open court*.

[16.] The Claimant seeks to have the name "Colina Insurance" substituted wherever "Colina General Insurance Agents & Brokers Limited (formerly Global Life Assurance (Bahamas) Ltd. (formerly American Life Insurance Company))" appears in Fraser Snr J's Order of 15th July 2024. The determinative question is whether this falls within the slip rule or whether it would amount to a substantive alteration of the Order.

[17.] It is evident from the legal principles and authorities that the court has the power to amend an order where there is a clerical error or an accidental slip, and changes to a company name are not uncommon in commercial and insurance matters. However, upon review of the pleadings, Standard Claim Form, and applications, the Claimant consistently identified the insurers as "Colina General Insurance Agents & Brokers Limited (formerly Global Life Assurance (Bahamas) Ltd. (formerly American Life Insurance Company))."

[18.] The Order of Fraser Snr J reflects the name of the insurer as pleaded. There is no evidence before this Court that "Colina Insurance" is a different trading name of the same legal entity, nor that Fraser Snr J intended to refer to Colina Insurance instead of the entity expressly named in the order.

[19.] In *Shaun Miller v. Premier Importers Ltd. SC Civ. App. No. 9 of 2015,* the Court of Appeal at paragraph 24 of the Judgment noted:

> **"24. The authorities governing the operation of Order 20 Rule 10 clearly establish that the court's jurisdiction under the slip rule cannot be exercised in a manner which would enable a court to effectively reconsider a final and regular decision which has been perfected, even though an error of law may be very obvious on the face of the order."**

[20.] In the Affidavit of Trevor McNiel Basden filed on 9 July 2024; the heading is:

> **"IN THE MATTER of an insurance policy No. 4760791 with Colina General Insurance Agents & Brokers Limited (formerly Global Life Assurance (Bahamas) Ltd.) (formerly American Life Insurance Company)."**

Curiously, this and the Notice of Adjourned Hearing filed on 4 April, 2024, are the only documents so headed. All others are headed as follows:-

> **"IN THE MATTER of an insurance policy No. 4760791 with Global Life Assurance (Bahamas) Ltd. (formerly American Life Insurance Company)"**

There appears to be no application to amend the names of the parties in the proceedings.

[21.] While the Claimant frames this as a slip, the Claimant's difficulty does not arise from a clerical error of the Court, but from the manner in which the pleadings were framed. Based on the evidence, it amounts to substituting a different legal entity after the fact. That is beyond the scope of the slip rule, and if this Court were to make the substitution, it would amount to a substantive change of Fraser Snr J's order.

[22.] I wish to point out in passing, **Section 159(2)** of the **Insurance Act, Chapter 347** which states that:-

> **"159. (2) Notwithstanding paragraph (a) of subsection (1), the consent of the beneficiary is not required where the beneficiary under a policy of insurance is, as the case may be –**
>
> **(a) a former spouse and the marriage ended in divorce;"**

This Act came into force on 2 July, 2009.

[23.] Having regard to all the circumstances, I find that the Claimant has not demonstrated a clerical mistake or accidental slip within the meaning of Rule 42.10 of the CPR. Instead, the application seeks to effect a substantive change to the Order of Fraser Snr J.

[24.] Accordingly, the Claimant's Notice of Application filed on 1 September 2025 is dismissed.

Dated this 3rd day of November, 2025

The Honourable Madam Justice Cheryl Bazard KC (Acting)