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Introduction

This packet contains a summary of the three main client topics in a matrimonial dispute – one’s rights and obligations, the process to obtain those rights and the lawyer client relationship. I have enclosed articles that I have written entitled [Custody and Access](#) , [Division of Assets](#) , [Support](#) , [The Child Support Guidelines](#) and [The Spousal Support Advisory Guidelines](#) . To help you understand the language and the process better I have a chart as to the many [Steps in a Matrimonial Dispute](#) that may take place in a matrimonial matter as well as [Definitions of Legal Matrimonial Terms](#) and an article on [Divorce Mediation](#) . There is a [Matrimonial Information Form](#) to show you what type of information is required from you. There is a [Matrimonial Checklist for Separation Agreements](#) , listing subjects that need to be covered in a separation agreement. To help you to know me better and how I approach my duties I have included [my Service Principles](#) , [my Resume](#) , [my memo on Fees, Disbursements, Procedure and Timing for Uncontested Divorce](#) , and my article on [The Client and Lawyer Relationship](#) . I am also including my [Client Preference Questionnaire](#) , which I

developed to understand an individual client better and to customize my service for each client. Enclosed is my [Client Survey Contest](#) with the [Family Law Packet Survey](#) and the [Choosing a Lawyer Survey](#) .

I have been practicing family law since 1977. As my resume indicates, my competence has been recognized within my profession by my teaching, writing and speaking achievements. I continually receive positive feedback and referrals from clients and other lawyers. I have email, my address is [lspascoe at thepascoedifference.com](mailto:lspascoe@thepascoedifference.com) . I also have a web site at <http://www.thepascoedifference.com> . I try to be unique, innovative and client oriented. This packet is an illustration of all three of those qualities. I use the same approach when representing a client. A major component of my service is the Family Law Client Manual. ABOUT THE FAMILY LAW CLIENT MANUAL

Creating a good lawyer-client working relationship is extremely important. A good rapport between lawyer and client makes it easier for the client to handle the emotional strain that matrimonial breakdowns may cause. A good relationship also produces better results as the lawyer needs the client's help to represent him or her more effectively. The Family Law Client Manual contains government pamphlets and articles that I have written including subjects of a very practical nature. There is information about preparing the financial statements (with a detailed example) and affidavits, lawyers' fees, and the many activities in the matrimonial legal process. These articles repeat and supplement the discussions in consultations. There is so much information for the client to absorb that it is helpful to have information in writing. Another purpose of the manual is to help organize my clients by holding, in a convenient and easily accessible location, all the important letters and documentation. I ensure that my clients obtain copies of all relevant material. The manual is indexed and separated by dividers. FEES

My fees are based on the time spent on a file. My hourly rate is \$275 an hour (plus GST). I try to estimate the costs of the various stages in the process. An article on legal fees in the manual discusses this subject in greater detail. An initial retainer is generally \$1,000.00 which covers four hours of work. At the first consultation I either receive the \$1,000.00 retainer or the client pays me for the consultation at my hourly rate. A file is not opened nor work performed without receiving a retainer. Once the initial retainer is used further advances are requested.

Thank you for requesting my Family Law Packet. I would remind you that the articles and publications are for general information and are not intended to be a substitute for legal advice. If I can be of further assistance please call me or my staff for an appointment.

— LAWRENCE S. PASCOE

Custody and Access

The following are basic answers to the most common questions asked about custody and access on marriage breakdown.

How does a court decide which parent has custody and which has access?

The Children's Law Reform Act states that both a father and a mother are equally entitled to custody and that the best interests of the child will dictate who has custody and what are the terms of access (visitation). The act sets out specific criteria which include the emotional ties between the child and the person claiming custody or access, the length of time the child has been in a stable home environment (status quo), the preferences of the child, and the plans for the proposed care and upbringing. Unless relevant to one's parenting abilities, the past conduct is not relevant in determining custody and access.

What resources are used to help decide custody and access?

The court may order that the children be represented by their own lawyer. The provincial government's Attorney General's ministry has a department now called "The Children's Lawyer". It was formerly called the Official Guardian. This department has trained lawyers in all cities to be able to represent children in custody and access disputes. In many, but not all cases it will agree to appoint a lawyer to represent a child. The lawyer would advocate the child's position to the court though that position is not binding on the court.

The court may also order that there be a psychological assessment of the children and all the parties. A trained psychologist will interview everyone and make a report to the court with recommendations as to the terms of the custody and access. Though very persuasive, this report is not binding upon the court.

What is the difference between sole custody and joint custody?

There are three aspects to custody – who is the primary care giver and has the primary residence of the child, who makes decisions about the child, and who has the right to information regarding the child. In a sole custody situation one parent is all three though the non- custodial parent should be given the right to information. In joint custody both parents make the decisions relating to the child's health, education, religion and extra-curricular activities and both have a right to information regarding health and education. Joint custody does not necessarily mean that a child spends an equal amount of time at each residence. It is very common to have a joint custody arrangement with one parent having the primary residence.

Unless the parties agree the court does not usually force by order a joint custody arrangement on the parents though it can and sometimes does so.

What is a normal amount of access?

Present standards would entitle a non-custodial parent to have access every second weekend from Friday after school to Sunday evening (or Monday evening if it is a long weekend), one evening per week, 50% of the Winter, Spring and Summer vacations. Unless there is a very good explanation that amount of access will be ordered.

Is access a right or an obligation?

Unfortunately for the custodial parent access is really a right and not an obligation. If the non-custodial parent does not always take the access visits agreed to there is not much a custodial parent can really do. If the non-custodial parent is continually absent the court might make an order reducing the amount of access.

Can custody and access orders be changed?

If there is a material change in the parties circumstances a court may change the terms of the custody and access arrangements. As a child gets older he or she may want to live with the other parent for a variety of reasons. If there is a move to another city the terms of the access would have to be changed.

Does a child have a say in the custody and access arrangements?

Once a child is old enough, usually at least a mature ten year old, the court may take into account the child's wishes. The child may even have their own court appointed lawyer. The child's wishes is only one, though important, consideration. It is really unfair and hard on a child, however, to put pressure on him or her to decide the custody and access. As discussed above, children may be represented by their own lawyer. Parents should refrain from involving their children in the decision making process on marriage breakdown. Also a child should not decide whether or not to go on an access visit. The custodial parent can not refuse access simply because the child does not want to go.

What happens if the custodial parent is moving to another city?

It is not automatic that the custodial parent may take the child with him or her if that parent moves to another city. The court generally does allow the move. However there are cases where the court found that the relationship between the non custodial parent and the child was so strong that a move would not be in the best interest of the child. The reasons for the move must be legitimate and not just a

means to reduce access. Having joint custody would not automatically prevent the court from allowing a move.

Can a custodial parent change the name of the child without the consent of the non custodial parent?

Yes, changes in the law a few years ago allow the custodial parent to do so unless a separation agreement specifically stated that such a name change is not allowed without the non custodial parent's consent. In a joint custody situation therefore such a change would not be allowed.

* This article can only provide a general overview of a legal topic. Readers should consult a lawyer and not simply act on the information provided in this article.

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Division of Assets

Upon separation, a common question asked is whether the husband and wife automatically share equally all their assets. The answer is yes and no. In a typical marriage with no marriage contract, with each party having the same net worth when married and with neither having received inheritances or obtained insurance monies, the answer is yes. However, the Family Law Act of Ontario sets out rules to be applied and which may result in an unequal division. It should be noted that it is not the assets which are divided, but the value of these assets. The spouse with the higher value of "net family property" pays the other spouse an "equalization payment" so that each party has the same net family property. Therefore, if one spouse owns a business, the other spouse does not get a share of the business, rather the business and all other assets are valued and then a cash payment is made to equalize the net family property.

NET FAMILY PROPERTY: To arrive at the net family property, you first start with the value of all property each owned on the date of separation. Every conceivable type of property is included, including the right to a pension (which has a value considerably more than just one's contributions). From this value is subtracted the debts of each party on the separation date. From that figure, you subtract each party's net value of assets owned on the date of marriage except for the value of the matrimonial home (that is still a matrimonial home on the date of separation). Then from this amount, specific excluded property is subtracted so to give each party's net family property. The equalization payment is therefore, one-half of the difference between the two net family properties.

EXCLUDED PROPERTY: The Family Law Act states that certain types of property are to be excluded in the calculation. These properties are basically gifts or inheritances from a person other than one's spouse, the income from gifts or inheritances where the donor of the gift specifically stated that the income was not to be net family property, settlements from personal injury actions and life insurance proceeds. Also excluded is property other than the matrimonial home that was obtained with excluded property. Therefore, if an inheritance is spent on a vacation or used to pay down the mortgage on the matrimonial home, the inheritance is not excluded in the calculation, whereas if the inheritance is put in the bank, it is excluded.

UNEQUAL DIVISION: The Court has the power in certain circumstances not to follow the formula, but to make an unequal division. This can occur when; there was an agreement between the parties; when the marriage was less than five years; when one spouse recklessly depleted his or her assets or incurred debts; or, when there was nondisclosure of debts when married. Improper conduct is not a reason to make an unequal division.

– LAWRENCE S. PASCOE

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Support

Determining the support issue is often the most difficult issue in a matrimonial dispute. The law has evolved as governments have made major changes to support laws by introducing guidelines both for child and spousal support. Judges are also giving modern day interpretations on the law of support. In this article I will outline the main issues of support and give some broad principles.

There is "periodic support" which is usually monthly. There is a one time "lump sum support" which is used only occasionally and mostly for spousal support. A major difference between the two is that spousal support is tax deductible to the payor and tax includeable to the payee when it is periodic support. Child support has no tax consequences.

Support also consists of many related issues other than the monthly amount. Those issues are: length of time of payments, cost-of-living adjustments, extra-ordinary expenses, higher education expenses, life insurance, drug and dental insurance, tax issues, variations, enforcement, and mode of payment.

The factors and objectives of support are found both in the federal Divorce Act and the provincial Family Law Act. The means and needs of the parties are considered but also the length of the marriage and the functions performed during the marriage are considered. There are also many other factors set out in the legislation. The objectives of spousal support include the recognition of economic disadvantages arising from the marriage or its breakdown and to promote self-sufficiency. The objective of child support is to recognize that both spouses have a joint financial obligation to support their children according to their respective abilities. With many factors to consider each individual case stands on its own and must be discussed with one's lawyer. It is very hard to compare two individual cases as there are so many varying factors. Though we now have separate guidelines for both child and spousal support, there is still discretion and ranges for spousal support and still discretion and interpretation issues for child support. There is also the major issue, especially for the self employed as to what someone's income really is.

Please see my accompanying articles [The Child Support Guidelines](#) and [The Spousal Support Guidelines](#).

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The Child Support Guidelines

THE GUIDELINES: The guidelines are a set of tables and a set of rules that prescribe the amount of child support a non-custodial parent should pay to the custodial parent. Tables set forth a specific amount of support depending on the income of the non-custodial parent and the number of children. Rules set out when and how the amount in the table should be modified to address special situations. The guidelines also dictate the determination of the payor's income, the variation of support orders prior to the Guidelines and the requirements for the parties to provide information about their incomes and expenses.

THE PURPOSES OF GUIDELINES: The four objectives of the guidelines are (1) to establish a fair amount of support for the children of divorced parents (2) to reduce conflict by having the amount of support more objective (3) to improve the legal process by providing guidance in setting the amount of child support (4) to ensure similar treatment for similar situations.

BASIS OF THE GUIDELINE TABLES: The tables are based upon the average costs of raising children. As those costs vary with income, the amount of support varies with income of the non-custodial spouse. The income of the custodial parent is not considered in the table. The reasoning is that the custodial parent will spend a similar share of his or her income to meet the costs of raising the children. The tables are based upon a tax system where the support payments are not tax-deductible to the payor or tax-includable for the recipient. This was not the law prior to the Guidelines. The Income Tax Act was also changed to allow for the new tax treatment of child support payments.

THE EXCEPTIONS IN THE GUIDELINES: Certain situations allow the court to deviate from the amount set out in the tables. Those situations are specifically defined in the guidelines or directly in the Divorce Act. The guidelines set forth what should be considered in determining the new amount though not always by a specific arithmetic formula. The following are brief explanations of the exceptions.

Previous order or agreement benefiting a child: The court may order an amount different from the table if it finds it would be fair to do so because in a previous order or agreement there was a property transfer or a financial responsibility that directly benefited the child.

Incomes over \$150,000: The court may extrapolate from the table or it may use the previous method of considering the income and needs of both parties and the children. Generally the courts do not divert from the table.

Children over the age of majority: The court may use the tables. If, however, it believes the table amount is inappropriate it may use the previous method of considering the income and needs of the parents and the child over the age of majority (which in Ontario is 18). The courts have not followed a consistent approach to this issue.

Special or extraordinary expenses: The court may order a parent to pay for certain expenses beyond the amount set out in the table. Those expenses are: (a) child care expenses; (b) extraordinary medical expenses; (c) post-secondary education expenses;

and (d) extraordinary extracurricular activities. These expenses are to be shared in proportion to the parties' respective means. These expenses are figured out after tax and subsidies are applied. The courts have not been consistent as to what are defined as extraordinary expenses.

Undue hardship: The court may deviate from the table amount of support if it finds there is undue hardship because of four defined circumstances: (1) one spouse has assumed a proportionally high amount of debt from the marriage; (2) access expenses are unusually high; (3) one spouse must support another person under a court order or separation agreement; and (4) one spouse has a legal duty to support another child (a second marriage situation).

In determining the new amount of support, the court must ensure that the household standard of living of the spouse pleading undue hardship is not greater than the household of the other spouse. There is a prescribed test in the guidelines to decide the standards of living. A court must give recorded reasons if it deviates from the table because of undue hardship.

Split Custody: The support will be the difference between the amount each spouse would pay based upon the table and the special or extraordinary expense determination.

Shared Custody: The court may deviate from the tables after considering the appropriate amounts set out in the tables, the extra expenses of a shared custody arrangement and the means and expenses of all the parties. The courts have not been consistent in dealing with shared custody.

DETERMINATION OF INCOME: The guidelines set out specific rules to determine the income of the payor spouse. The rules start with income that would be reported on an income tax return. Income then may be adjusted under certain circumstances to reflect fairly what monies are available for the payment of support. Those circumstances include the situation where the payor spouse is a shareholder, officer or director of a company, or where the income is increasing or decreasing for three years. Courts may also impute income for many stated reasons. Some of those cases include intentional unemployment or under employment, where assets are not being properly utilized, where there has been a failure to reveal income, or where there is a different tax rate than normal.

VARIATION OF SUPPORT ORDERS AND AGREEMENTS: These guidelines may apply to all agreements and orders retroactively to the date that the guidelines become law. An application to vary should be made if an outstanding agreement or court order amount of child support is different from what the guidelines will state.

OBTAINING FINANCIAL INFORMATION: The guidelines require the recipient spouse of an application to file specified financial documentation. Such documentation includes tax returns, notices of assessments and reassessments for a three year period, a statement of earnings from an employer, financial statements where the spouse is a self-employed business or controls a corporation and confirmation of income when a spouse is a partner of a partnership. An applicant spouse must also file that information if his or her income is an issue under the guidelines such as in the issues of special expenses, undue hardship and incomes over \$150,000.

Failure to comply with the disclosure requirements will result in an adverse inference against that party or an order to comply. Failure to comply with an order to produce documents may result in an order to strike that party's claim, a contempt order, an adverse inference at trial or an order for costs.

CONCLUSION: The introduction of the Child Support Guidelines in 1997 was a major change to Family Law in Canada. They resulted in fairer, more objective and more consistent support agreements and orders. They have reduced the emotional and financial costs of spouses separating. Unfortunately in some areas such as joint custody, extraordinary expenses and children over 18 the law is not as and clear as I believe it should be. Those areas are still often litigated.

LAWRENCE S. PASCOE

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The Spousal Support Advisory Guidelines

The widely anticipated Spousal Support Guidelines were released on January 27, 2005 by the federal government. I will discuss some background, the actual formulas and

my preliminary views of these Guidelines. The full text (139 pages, with a good 4 page executive summary and lots of examples) can be found on the Department of Justice's web site at <http://www.justice.gc.ca/en/dept/pub/spousal/project/>.

Background

The need for guidelines in the area of spousal support was evident to all involved in the process including the federal government, judges and lawyers. As the present statute law and case law have many varied and general principles for determining spousal support, results both negotiated and decided by judges varied widely for similar situations. That made it very difficult for lawyers to advise clients and for judges to render decisions. The Guideline's goals are to help lawyers and Judges produce fairer and more consistent spousal support agreements and orders. The authors of the report are respected law professors Carol Rogerson of the Faculty of Law, University of Toronto and Rollie Thompson of Dalhousie Law School. As they state in the report, they are not changing the law of spousal support but believe their arithmetic formulas follows the spousal support objectives found in the Divorce Act and as corroborated by the Supreme Court of Canada in case law.

These Guidelines are very different in many important respects from the Child Support Guidelines, which were introduced in 1997, in many important aspects. The Spousal Support Guidelines are not binding upon judges as are the Child Support Guidelines. As the problems are resolved, the Spousal Support Guidelines may become mandatory but that will take a number of years. However, there is no question that in every case, the Guidelines are going to be calculated by lawyers and judges, and most probably applied, unless there are unusual circumstances where the Guidelines should not apply.

Another difference between the two Guidelines is that the Spousal Support Guidelines have ranges for the amount of support and for the duration of support in a given situation. The Child Support Guidelines usually only provide one amount. Fortunately, the spousal guidelines do give some factors, though they are not exhaustive, which bear on which end of the range would be most appropriate.

Unlike the Child Support Guidelines, the introduction of the Spousal Support Guidelines does not mean that all present spousal support agreements and Orders can be automatically varied if they differ from the formula under the new Guidelines. However, when there is a material change in circumstances or any event that allows for a review of the spousal support, the Spousal Support Guidelines will be looked at.

It is extremely important to note that the Guidelines make it clear that before applying the spousal guidelines there must first be entitlement to spousal support. Unfortunately, statute law and the case law do not deal well with the issue of

entitlement. Many cases have often stated that the mere fact of marriage or a difference in incomes would not necessarily mean entitlement. However, the Supreme Court of Canada in *Bracklow v. Bracklow* made the definition of entitlement very broad as it did state that a significant income disparity between the spouses that would result in a significant drop in the lower income spouse's standard of living, would generally mean entitlement for some support, as would cases where there have been children, as they might be the cause of a significant disparity in income because of child - rearing responsibilities.

The Spousal Support Guidelines have two different formulas and considerations for the amount of support and for the duration of support: one, when there is no child support payable, either because there were no children or child support is no longer payable, and another one when child support is still payable.

Spousal Support When No Child Support

The amount of spousal support when there are no children is 1.5% to 2% of the difference between the spouses' gross incomes for each year of cohabitation (marriage cohabitation and any time living together before marriage) up to a maximum of 50%. The range for a marriage 25 years or longer is set at 37.5% to 50% of the income difference.

Duration of support ranges from 0.5 to 1 year for each year of total cohabitation before and during marriage. Support will be indefinite if the cohabitation is 20 years or longer or if the marriage has lasted 5 years or longer and the years of cohabitation and the age of the support recipient is at the time of separation added together to total 65 or more.

The Guidelines outline factors, though not an exhaustive list, that should be taken into account when fixing a precise amount and time period. They are:

1. A case where one spouse has suffered significant economic disadvantage as a result of the roles taken during the marriage, such as staying home during the marriage to look after the children. That is known as compensatory considerations.
2. The recipient's age and the recipient's needs would dictate the higher end of the range.
3. Where the property division would make it fair to have a higher or lower end of the range.
4. Where there is need and limited liability to pay on the part of the payor spouse because of lower income levels.

5. Where there is a need to create self sufficiency. It would be the low end to push for self-sufficiency and the high end to give money for retraining.

The Spousal Support Guidelines introduce a concept called restructuring in which the end result is the same in the total amount of support paid, by either having a lesser amount of support for a longer period of time, or a higher amount of support for a shorter period of time.

Spousal Support Guidelines with Child Support

Spousal support when there is child support payable, is an amount that results in 40% to 46% of the parties' individual net disposable income going to the recipient. Net Disposable Income is defined for the payor as Guideline income minus child support payable, minus taxes and deductions (such as CPP, U.I., and work insurance contributions but not pension or RRSP deductions). For the payee, it is Guideline income minus notional child support (what the Child Support Guidelines would require if the recipient was paying child support), minus taxes and deductions plus Government benefits and credits. Unfortunately, because the formula is quite complicated, it needs the use of the professional computer software to calculate.

The duration of support when child support is payable is indefinite but with some outside limits. In the longer marriage (10 years or more) it is the same when there are no children, therefore 2 to 1 year for each year of cohabitation and for a shorter marriage, it would be until the youngest child finishes high school. In shorter marriages, however, there could be review conditions attached.

The amount of support will get a little more confusing for shared and split custody and when the payor of spousal support is the recipient of child support.

Like support when there is no child support payable there are factors, though not exhaustive, to help determine what end of the range would be appropriate. Those factors are:

1. A strong compensatory claim
2. The recipient's age and the number and ages of the children
3. The needs and abilities of the payor spouse
4. The needs and standard of living of the recipient and the children
5. The length of the marriage

6. Self-sufficiency incentives

Ceiling and Floors

The Guidelines state that there is discretion when the gross annual income of the payor is over \$350,000 and when support is to be paid where the payor earns under \$20,000.

The formulas are to apply to initial Orders and in the negotiation of initial agreements. The authors of the Guidelines hope that, after some experience, they will be able to deal more fully with such issues as post-separation increases in the payor's income, re-partnering, re-marriage and second families.

There is a major need for Spousal Support Guidelines. Professors Thompson and Rogerson should be congratulated for doing such an excellent, comprehensive job on a very difficult topic. It is an excellent start in my opinion but it is just a start, which they themselves recognize. This is why "Advisory" is in the title of their paper and why the process is that they invite suggestions and will make changes based upon experiences of lawyers and judges. Perhaps after that time they will be more than advisory Guidelines in that they will be mandatory like the Child Support Guidelines. I hope that will eventually be the case, though I foresee lawyers immediately using the Guidelines both in negotiating agreements and in making representations in court.

I would have hoped the Guidelines with children could have been a little less complicated so a computer program was not needed to calculate it, but I think that may not be possible if one wishes to have a fair result. A major complaint is that the issue of entitlement was not dealt with in the Guidelines. I see it as a new battleground for lawyers to spend their clients' time and money to argue about. I am hoping, however, and it is possible, that judges will immediately make some clear rulings on how they see entitlement or quite possibly state that there is always entitlement after a certain number of years of marriage. Time will tell.

I believe the Guidelines should have narrower ranges or none so to ensure that there is very little discretion for the judges. The history with the Child Support Guidelines has shown that where certain major issues still leave wide discretion - like joint custody, extraordinary expenses and university costs - major differences in results often occur. We have had eight years of Child Support Guidelines and those areas are still very problematic.

Conclusion

We will have to see these Guidelines applied in practice to know whether they bring fairness, consistency and a reduction of family law litigation. It will be interesting to

see how much and which factors are going to influence the ranges the Guidelines allow.

My interpretation and my views will probably change as I get to know the Guidelines better and start seeing them in action. I am writing this article now so that my clients and the readers of my web site can have some basic understanding of the Spousal Support Guidelines.

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Processes in Family Law

INTRODUCTION

There are a number of methods in a family law matter that the spouses may use to come to a resolution of the terms of their separation. The purpose of this article is to explain briefly the different methods by outlining how they work and what are the advantages and disadvantages of each method. There are five distinct processes, however, they are often used in combination of each other although one method usually predominates when they are used in combination. The five basic methods are: (1) Client/Client negotiating; (2) Mediation; (3) Collaborative Law; (4) Lawyer/Lawyer negotiating and; (5) Court Proceedings.

1. Client/Client Negotiating:

Often on marriage breakdown, clients will discuss with each other what they believe are fair terms of how they should deal with the children, divide up the assets and pay support. They may or may not obtain advice from lawyers as to whether or not their agreement is fair. They may or may not put their agreement into writing in the form of a separation agreement.

The advantage of this method is the low cost since they are not paying for lawyers. Usually this method is faster than the other methods, and the clients have control of the process. But the major disadvantage is that the clients are not lawyers and do not know what their rights and obligations are. Therefore, they may not come to a fair settlement. If one party is more aggressive than the other, the agreement might not be fair. If there is no agreement and there is spousal support they will not be able to take advantage of the tax breaks that spousal support may provide.

The clients might start off with this method and then retain a lawyer for advice to confirm their agreement is fair and to have that agreement put into writing. The major problem with starting with this method is that the clients may agree to something that they think in their own minds is fair but then they discover when talking to a lawyer that they have given up rights. These rights may be more difficult to get back in the ensuing negotiations. In this process there is often not complete financial disclosure of assets and income may be hidden. It is not recommended as the primary method but spouses will generally talk with each other about what they expect with the separation.

2. Mediation:

Mediation is a method whereby the two clients negotiate the terms of their settlement of their marriage breakdown with the help of a third party mediator. The mediator is in effect, a referee between the parties. A mediator cannot give legal advice. Each party in mediation will still obtain their own lawyers to obtain legal advice but the lawyers will not be involved in the negotiations. The clients will negotiate, with the help of a mediator. The mediator is generally trained and is often a lawyer for the financial issues and a mental health professional for the custody issues.

An advantage of mediation is that it will most often be less costly than going to Court. The clients must be aware that it is generally more costly than getting a settlement through lawyer negotiations and can be quite expensive itself if the mediation is lengthy.

Mediation can be done relatively quickly although not as quickly as lawyer/lawyer negotiations. The mediator's and clients' schedules must be taken into account and the clients still need to see a lawyer for their basic rights and obligations.

There is a high degree of participation by the clients. If the clients are educated by the mediator, often with respect to parenting issues, the process can be somewhat therapeutic. A spouse has the opportunity to express their feelings in a controlled setting in front of a mediator. The mediated settlement is bound to work better in the long run than Court imposed resolutions as the parties have a interest and say in the decision rather than having it imposed upon them.

The disadvantage of mediation is that it can be costly if the parties have difficulty coming to a resolution/agreement. The communication aspect in mediation can be a little cumbersome as each party has to go back to their lawyer for opinions. Sometimes mediation is a waste of time as one client had no intention of compromising and only used mediation in the hope that the process would result in settling on the terms that that person wanted.

A good mediator will ensure that the parties are on an equal bargaining level but sometimes the more aggressive spouse will be able to get a better deal for themselves by pushing their position more strongly. This method is very appropriate for parenting issues but not always for contested financial issues.

3. Collaborative Law Method:

Collaborative law is a new process formulated by practicing lawyers to take the best of mediation, lawyer/lawyer negotiation and client/client negotiation. In terms of time and costs, this process has major advantages over the Court action process.

The basic concepts of collaborative law are as follows:

a) the parties and their lawyers use four way meetings to discuss a resolution;

b) the parties and their lawyers commit themselves at the beginning of the process that they will resolve the terms of the separation co-operatively without the need to go to Court. This is done by the clients and the lawyers signing an agreement stating that if it is not resolved by the lawyers and their clients, then the clients must retain another lawyer to take the matter to Court.

c) the lawyers are trained in the collaborative law process and are associated with a network of collaborative law lawyers.

The advantages of collaborative law are many. There is a high rate of participation by the client. It is the best form of communication of all the systems because all of the parties are in the same room at one time. Misunderstandings and positions can be explained and understood. As lawyers are present, there is less chance of a spouse being aggressive and a greater chance of preparing a settlement.

Costs are lower than taking the matter to Court, however, more costly than the lawyer/lawyer and client/client method, and most likely the same costs of mediation. There is less stress on the parties in knowing that if there is a breakdown of negotiations, one is not immediately going to be in Court because the parties have to seek new lawyers to start the Court action.

There is more of a commitment to resolve the matter than in mediation and lawyer/lawyer because there is bound to be more expense and time if the process fails.

Some may also say that there is far more of an interest on the part of the lawyers to settle the matter because they will lose the file if there is no settlement.

Not all lawyers are collaborative law lawyers so this method cannot always be used as both lawyers must be collaborative law lawyers.

4. Lawyer/Lawyer Negotiating:

This is the most common method to process a matrimonial dispute and often the one that is the starting point. Each client retains a lawyer. The parties exchange, through their lawyers, financial information and their positions to resolve their matrimonial dispute and to exchange their positions as to what should be in the settlement through a separation agreement. The lawyers will then negotiate based upon the instructions of their client as to what the terms will be. The separation agreement is drafted by one of the lawyers and approved by the other lawyer, after consulting with their client. This is usually the least costly method next to the client/client process. It is generally the fastest method.

The level of client participation is not as high as mediation and/or collaborative law, but still has client control of whether to accept the agreement or not. It is not as therapeutic as mediation or collaborative law because there is not face to face discussions with the spouse and for the same reason, communications may get crossed up because of the fact that information goes from the party to the lawyer, to the

other lawyer and back to the other party.

This method should be used to start the process and then depending on the case, mediation, collaborative law or court action might be used.

5. Court Action:

If, after lawyer/lawyer negotiations, mediation, collaborative law or client/client negotiations, the parties still cannot agree on the terms of their separation, then a Judge will have to decide those terms.

There are not many advantages to this system other than it is the method necessary when the parties cannot agree through the help of a mediator or a lawyer. It is very costly and can wipe out a large portion of a person's assets. It can be lengthy. It is stressful for the client. Often the losing party is not happy and will do their best to work against the decisions. However, this method is often necessary because the parties are too far apart on what they believe is a fair settlement. Often, however, Court action is started just to prompt the other party to deal with the negotiations and after starting the action, or after one or two steps in the action, the matter settles. Only a small percentage of Court actions proceed to trial.

Conclusion:

Which process to use depends on the issues and the parties. If custody and access are in dispute, then a mental health mediator will probably be the best to use in that instance. For the methods of client/client negotiations, mediation and collaborative law, both the parties must be in agreement otherwise the process will automatically default to start with lawyer/lawyer negotiating (or lawyer/opposite client negotiating if the client refuses to get a lawyer). If the parties simply cannot agree after lawyer/lawyer negotiations, the Court action method will be employed.

For more detailed explanation of the many processes of family law, please read my more detailed articles and government pamphlets. Visit the web sites of mediators and our local collaborative law network at www.collaborativelaw.ca to receive further information.

Steps in a Matrimonial Dispute

1. INITIAL CONTACT BETWEEN CLIENT AND LAWYER
2. FIRST CONSULTATION
3. SECOND CONSULTATION
4. EXCHANGE OF INFORMATION BETWEEN LAWYERS
5. NEGOTIATIONS WITH SPOUSE'S LAWYER
- 6A. THE DRAFTING, DISCUSSION AND SIGNING OF A SEPARATION AGREEMENT (or minutes of settlement)
or
- 6B. COMMENCEMENT OF LEGAL PROCEEDINGS INCLUDING INTERIM PROCEEDINGS
or
- 6C. MEDIATION (can be at a previous or later stage) AND OPTIONAL IF NO SETTLEMENT
- 6D. APPOINTMENT OF OFFICIAL GUARDIAN (in disputed parenting cases)
- 6E. PSYCHOLOGICAL ASSESSMENT (in disputed parenting cases)

- 6F. OFFER TO SETTLE (can be made at any stage of the process)
7. NEGOTIATIONS – If successful then 6A
8. CROSS EXAMINATIONS ON FINANCIAL STATEMENTS AND AFFIDAVITS (Optional)
9. NEGOTIATION – If successful then 6A
10. INTERIM MOTION HEARING (optional and for only some issues) (possible to appeal but unlikely to appeal)
11. NEGOTIATION – If successful then 6A
2. EXAMINATIONS FOR DISCOVERY
13. NEGOTIATION – If successful then 6A
14. PRETRIAL CONFERENCE
15. NEGOTIATION – If successful then 6A
16. TRIAL
17. APPEAL TO COURT OF APPEAL (if one party not satisfied with the decision)
18. ASSESSMENT OF COSTS (if awarded and amount not agreed upon)

Mediation

Mediation is an alternative process that separating couples may use to resolve their differences. In mediation, the couple themselves negotiate their separation agreement with the help of a trained mediator rather than have their legal counsel negotiate for them.

Mediation is not marriage counseling that tries to get the parties back together. Mediation is not therapy that works to have a person accept the separation (although there are therapeutic elements to mediation). Mediation is also not an alternative to the legal system, but works within it. Lawyers are still needed to give advice and to review and sometimes draft the separation agreement.

In mediation, the spouses meet together with an independent mediator to work out a separation agreement. The mediator first ensures that all relevant facts are obtained and disclosed. Next, the unresolved issues are discussed with the couple deciding objective criteria to resolve those concerns. The mediator, without giving specific legal advice, can offer legal information about the law concerning those matters. The mediator and the couple then proceed to create different options to resolve the issues and work out the consequences of those options. The parties then, with the help of the mediator, negotiate properly and fairly to come to an agreement. If an agreement cannot be reached, then the parties are free to try to settle the matter through their lawyers or let the court decide for them. The mediator does not dictate the agreement if the parties are unable to do so.

There are many advantages to mediation, which is why it is becoming a very popular

process in marriage breakdowns. The total financial costs of mediation are far less than a legally contested dispute. The time period to resolve a dispute is far shorter than a legally contested dispute. As the parties have more of a role in arriving at their agreement, they are more likely to get along better in the future. They will, therefore, have less enforcement problems and changes to the agreement will be obtained more easily. The mediation process is therapeutic as a key element to ensure that the parties know and at least try to appreciate their spouses' feelings and positions on the issues.

In mediation, there is a thorough "hearing" of the case. All the facts, all the underlying emotional issues are placed on the table. This should result in a satisfactory decision by the parties. When lawyers negotiate, some of these matters may never get discussed. They may be lost in the back and forth communications as a husband talks to his lawyer, who then talks to the other lawyer, who then talks to the wife and then back through the chain again. If the matter goes to court, the judge, who will not have the same time to deal with the case as mediation does, may miss some facts and issues. The judge must come to a quick decision to resolve the case. Mediation can allow for compromises and more flexibility than a court decision. A court decision may be much more extreme than the terms that could have been mediated. Mediation, therefore, reduces the risks that the court process may present.

Mediation is highly endorsed by everyone involved in the Family Law system. In the Divorce Act, the Federal Government requires lawyers to discuss mediation with their clients. Ontario's Family Law Act allows judges to order mediation in cases in which a judge believes it would be of help. Judges encourage mediation and participate in pre-trials that are a form of mediation. Lawyers are increasingly supportive of their clients who want to use mediation. They encourage clients in the appropriate cases to try mediation.

Mediation, however, is not for everyone. If there is a history of violence, then it probably would result in the violated party not being able to negotiate on an equal basis. If one party is psychologically not able to bargain as an equal, then mediation is not for that case. Mediators also believe that mediation is not appropriate where there has been child abuse. Of course, mediation is a wasted effort if one or both parties are not interested in listening and compromising so as to come to an agreement. Sometimes one or both parties use mediation as a stalling tactic or a forum to try to convince the other spouse that their stated position is right. However, that still leaves room for the greater majority of separating spouses to at least try mediation.

Presently a license to practice mediation is not required in Ontario. Mediators, therefore, may not have any formal qualifications. The national organization of

Family Mediation Canada is working with provincial organizations such as The Ontario Association For Family Mediation to develop mediation as a profession. They have developed standards of professional conduct. Ontario's Law Society has also developed standards for those lawyers who practice mediation.

Mediators are drawn primarily from three main professions – social workers, psychologists and lawyers. Training to be a mediator might depend on the mediator's profession. Lawyers in Ontario, are offered a course through the Law Society. There are also courses offered privately and through universities to any person wishing to be a mediator.

Though mediators can cover all issues on marriage breakdown, many social workers and psychologists who are mediators restrict themselves to mediate custody and access disputes. Many lawyer mediators will restrict themselves to the financial and property concerns. Sometimes, mediators of different backgrounds will work in teams to mediate all the issues.

Mediators are found in private practice, social service agencies and court related services. Lawyers and mental health professionals would be able to recommend appropriate mediators. Mediators will charge fees for their services based on an hourly rate. That rate will vary depending on the profession of the mediator. Social service agencies involved in mediation will often base the cost on the incomes of the parties.

Mediators are not alternatives for lawyers. Mediators, even those who happen to be lawyers, are not supposed to give specific legal advice, but only general legal information. Mediators will want the clients to have legal representation for specific advice and perhaps to draft the final agreement. It is important that the clients attend at their own lawyers before they start mediation, so that they know their rights before negotiating. The lawyer is then on call during the mediation process to answer any questions the client may have. Lawyers should encourage clients to mediate when it is appropriate and not do anything that would jeopardize the mediation process.

* This article can only provide a general overview of a legal topic. Readers should consult a lawyer and not simply act on the information provided in this article.

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Definitions of Legal Matrimonial Terms

The following are short definitions of some of the legal terms found in a matrimonial case. Please ask to clarify any term you do not understand.

Action: The legal term for lawsuit.

Affidavit: A written statement of facts made under oath and signed before a lawyer. It is used primarily for motions.

Affidavit of Documents: The Court document setting out what documents a party has that are relevant to the case.

Alimony: Payment of support from one party to another. This term has been replaced by “ maintenance or support” and does not appear in any present day legal proceedings.

Answer: The document made in a divorce action that replies to the Application.

Appeal: The process whereby a higher court reviews the proceedings resulting in an order or judgment of a lower court and determines whether there is an error.

Applicant: The person who brings an application under the Family Law Act of Divorce Act by way of an application or the person who brings an application to vary any court order.

Application: The first pleading in an action for divorce or under the Family Law Act.

Barrister and Solicitor: A Canadian lawyer, as a barrister, the lawyer argues cases in court; as a solicitor, the lawyer practices in all other areas of law.

Book of Authorities: A book for the Judge containing the full text of the reasons for judgments which one party’s lawyer will argue shows a similar legal principle that should be followed in his/her case before the Judge.

Case Conference: A mandatory hearing before a Judge in order to obtain an opinion.

Certificate of Divorce: The document indicating a divorce has become final.

Cohabitation: Living together as spouses.

Cohabitation Agreement: A contract between spouses who agree to live together.

Contested Case: Any case in which there are one or more issues on which the parties have not agreed to.

Corollary relief: In divorce, a claim for relief in addition to divorce, e.g. support or custody.

Costs: A sum of money the court awards to the successful party to be paid by the unsuccessful party towards payment of the legal expenses of the successful party.

Cross-examination: A questioning of a witness under oath by a lawyer for the opposite party usually on an affidavit and financial statement for an impending motion.

Custody: The legal right and responsibility awarded by the court for the care, possession, and rearing of a child.

Disbursements: Expenses lawyers pay on behalf of their clients.

Divorce Order: The Court document setting forth the terms of the divorce and setting forth on what date the divorce becomes final.

Domestic Contract: A separation agreement, marriage contract or cohabitation agreement, Part IV of Family Law Act govern these contracts.

Equalization Payment: The amount paid by one party to the other party to equalize their respective net family properties.

Evidence: Documents, testimony, or other material offered to the court to prove or disprove allegations.

Ex-parte: This term has been replaced by “without notice” and is an application for relief without serving the other party.

Execution: Formal signing and witnessing of a legal document. Also, a writ of seizure and sale.

Factum: A court document setting out the main facts and the statute and case law which support the case at hand.

Family Law Act Application: The proceedings in which one party seeks relief for custody, equalization of assets, support or custody, but not a divorce.

Financial Statement: A court document showing the value of a spouse’s income, expenses, property and debts.

Interim Relief: An order for support or custody or some other issues (but not equalization of assets) until the proceeding is heard.

Joint Custody: An order giving custody to both parents; usually, this gives both parents input into decisions concerning the health, education, and welfare of the children, but the children may ordinarily reside with one parent.

Judgment: A final decision of the court handed down after trial.

Jurisdiction: The authority of the court to decide on an issue.

Minutes of Settlement: The written settlement agreement made when one party has started an action.

Motion: A written application to the court for some particular relief such as interim (temporary) support, interim custody or interim exclusive possession of the matrimonial home.

Net Family Property: The value of a party's property on valuation date, less excluded property, less debts and liabilities on valuation day, less the net worth of the party on the date of marriage (other than a matrimonial home).

Net Family Property Statement: A court document showing what one party claims are his or her Net Family Property and also the other party's Net Family Property and therefore the amount of the equalization payment.

Offer to Settle: A document formally stating all the terms upon which one party will settle a motion or the entire case on. This document is not seen by the Judge until after the motion or trial is decided.

Party: The person in a divorce action whose rights and/or interests are to be affected by the divorce.

Pleading: The written documents for the court including application, answer and reply to answer.

Precedent: A court decision which other judges may follow in deciding on a similar case; an example of a legal document followed in preparing another similar document.

Questioning: An oral questioning under oath of the opposite party.

Relief: Whatever a party to divorce proceeding asks the court to do: dissolve the marriage, award support, enforce a prior court order, divide property, address certain behaviour, dismiss the complaint of the other party, and so on.

Respondent: The party who defends the divorce proceedings brought by another. The one who defends an application brought by another.

Rules of Evidence: The rules that govern the presentation and admissibility of oral and documentary evidence at court hearings.

Separation Agreement: A written agreement between two parties when no action has been started.

Settlement Conference: A mandatory hearing before a trial to obtain the opinion of a Judge.

Transcript: A typewritten record of testimony taken by a court reporter during questioning or a trial.

Trial: A formal court hearing to decide disputed issues raised by the pleadings.

Uncontested Divorce: A proceeding in which the parties have reached an oral agreement prior to consulting a lawyer or have a written separation agreement.

Undertaking: A written promise to do something.

Lawrence S. Pascoe's General Matrimonial Information Form

Part I: Personal Information

Client:

1. Full Legal Name:

2. Street Address:

3. City and Province:

4. Postal Code:

5. Home Telephone:

6. Work Telephone:

7. Fax Number:

8. Cellular / Pager:

9. Email Address:

10. Resident in (municipality & Province):

11. Since (date):

12. Your Birth Date:

13. Surname at Birth:

14. Surname Before Marriage:

15. Divorced before?

yes_____ no_____

If yes, place and date of previous order:

16. Mother's maiden name (for Family Responsibility Office)

Spouse:

1. Full Legal Name:

2. Street Address:

3. City and Province:

4. Postal Code:

5. Home Telephone:

6. Work Telephone:

7. Fax Number:

8. Cellular / Pager:

9. E-mail Address:

10. Resident in (municipality & Province):

11. Since (date):

12. Birth Date:

13. Surname at Birth:

14. Surname Before Marriage:

15. Divorced before?

yes ___ no ___

If yes, place and date of previous order:

Spouse's Lawyer's Name:

Spouse's mother's maiden name (for Family Responsibility Office): _____

Relationship Dates:

1. Married (date):

2. Married (where):

3. Started Living Together (date):

4. Separated (date):

5.

_____ Never Lived together

_____ Still Living together

6. Reconciliation Date (if any):

7. Have marriage certificate? yes ___ no ___

Information about your Children

List each child's full legal name, age, birth date, resident in (specifying municipality and province), the name of the person they are now living with and the relationship to the child.

If you are not separated, have you or your spouse discussed the custody and access arrangements of the children after separation. If so, what are those arrangements.

If custody and access is in dispute, please outline generally what you believe the arrangements will be and why. A comprehensive custody and access questionnaire will deal with this issue more fully.

Previous Court Cases or Agreements:

Have you or the children been in a court case before?

yes ____ no ____

If yes, please provide the details:

Have you made a written agreement dealing with any matter involved in this case?

yes ____ no ____

Date:

If yes, please provide the details:

Part II: Financial Information

Note: More detailed information will be obtained at a later date

Assets and Debts (as of date of separation):

House (Market Value):

Outstanding Mortgage Balance:

Pension Value:

Spouse's Pension Value:

Investment Assets:

Spouse's Investment Assets:

Joint Investment Assets:

Automobile Value:

Spouse's Automobile Value:

Household and Personal Assets:

Spouse's Household and Personal Assets:

Debts:

Spouse's Debts:

Joint Debts:

Assets and Debts (as of date of marriage):

Value of Assets:

Spouse's Assets:

Debts:

Spouse's Debts:

Joint Debts:

Assets Received During Marriage from inheritances, gifts from a person other than spouse, life insurance or damages from a personal injury claim:

Value of inheritances, gifts, life insurance or damages from a personal injury claim received that are still in existence or can be traced from the inheritances, gifts, insurance or damages:

Value of spouse's inheritances, gifts, life insurance or damages from a personal injury claim received that are still in existence or can be traced from the inheritances, gifts, insurance or damages:

If so, please give details:

Variation of an equalization of division of assets:

Was there a domestic contract or any written agreement about sharing assets and debts? If so, give particulars:

Was there failure to disclose debts at the time of marriage? If so, give particulars:

Were debts recklessly incurred by either you or your spouse?

Was there reckless depletion of assets by you or your spouse?

Are there any other circumstances relating to the acquisition, disposition, preservation, maintenance or improvement of property?

Did the relationship have a total cohabitation period of less than five (5) years? yes

____ no ____

Income Information

1. Annual Income from Employment:

2. Income from other sources:

3. Job Description:

4. Employer:

5. Employer's Address:

6. Social Insurance Number:

7. Employee No.:

Spouse's Income Information

1. Annual Income from Employment:

2. Income from other sources:

3. Job Description:

4. Employer:

5. Employer's Address:

6. Social Insurance Number:

7. Employee No.:

Factors affecting spousal support

Were there any marriage contracts or agreements relating to support?

What was the length of any cohabitation before marriage?

Did either parent stay at home to raise the children? If so, for how long?

Did looking after the children affect the earning capacity of either party?

Does either party have physical or mental health problems?

What is the education of both parties?

Did either party contribute to the other's education or career?

Insurance

What life, health and dental insurance do you or your spouse have?

Security

Is there any reason you believe there is a need for a lump sum of support rather than ongoing payments?

Retroactive Support

Is there any reason for retroactive support? When did you first request support?

Issues	In Dispute?		
Custody	yes ____	no ____	not sure ____
Access	yes ____	no ____	not sure ____
Child Support	yes ____	no ____	not sure ____
Spousal Support	yes ____	no ____	not sure ____
Equalization of Assets	yes ____	no ____	not sure ____

Other Issues

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[Click here](#) to fill out our Matrimonial Information Form on-line.

Matrimonial Checklist for Separation Agreements

The following are subjects that are dealt with in a separation agreement so each party's rights and obligations are clearly stated. Though the list is quite comprehensive there will still be situations that will contain other issues. Many of the subjects listed are more detailed.

PARENTING (CUSTODY AND ACCESS)

- Joint Custody or Sole Custody
- Primary Residence
- Terms of Visitation
- Moving from Ottawa-Carleton
- Name Change

EQUALIZATION OF ASSETS

- Household Assets
- Employment and Pension Benefits
- Canada Pension Plan
- Registered Retirement Savings Plans
- Investment Assets and Bank Accounts
- Children's Bank Accounts
- Matrimonial Home
- Other Property
- Debts

SPOUSAL SUPPORT

- Complete Release of Spousal Support
- Term of Support
- Amount of Support
- Cost-of-Living
- Life Insurance
- Medical, Drug and Dental Insurance

CHILD SUPPORT

- Term
- Amount
- Extra-Ordinary Expenses
- Life Insurance

Medical, Drug, and Dental Insurance
Post Secondary Education Costs
Cost-of-Living

MISCELLANEOUS

Material Change in Circumstances
Religious Divorce
Legal Fees
Financial Disclosure
Resumption of Cohabitation

My Service Principles

The Pascoe Difference

Providing competent and economical legal services is extremely important to me. In addition, I am committed to delivering products that are innovative and very client-oriented. This has resulted in aspects of my service, which my clients have appreciated, which are not found elsewhere.

These value added features are found at every stage of my services. I start with [my Packets](#) , which serve many functions. They contain articles that give an overview of the law in non lawyer's terms. These articles discuss the legal process and your rights and obligations. The Packets contain information forms to show what facts are required to process the file. Knowing something about the law and preparing the information needed beforehand reduces the time spent at the initial consultation and therefore reduces your costs. The Packets contain [my detailed resume](#) of my eighteen years of experience and [a schedule of my fees](#) . I believe your anxiety level will be reduced even before our first consultation with all this information about the law, the process, myself, the fees and the facts.

At the next stage of my Family Law and Estate Administration services I introduce my Manual. The Manual serves two important functions. It contains more articles, checklists and work sheets, all with details needed to help you better understand the process. There is so much to know and remember. It is good to have that information in a written, comprehensive and organized form. The Manual is a convenient place to hold letters and the sometime voluminous documentation generated throughout the file. I ensure my clients get copies of everything – you are kept informed. Obtaining

and storing this information in an organized fashion allows you to participate and to make better decisions. The Manual also serves as a good record of what occurred after the file is completed. This is also important for necessary follow up work.

In a Will and Powers of Attorney matter the Manual does not come into play until the final stage of the file. It then serves the same functions stated above with more of an emphasis for keeping on going records and for following up matters. In Will and Powers of Attorney files I send letters to the Executors and Attorneys with articles and information that they should know to assist them with their responsibilities.

After the file is complete I keep in touch with my clients by emailing to advise of any changes to my web site. On my web site, I post new articles and have a [Resource Page](#) documenting other Web sites of legal interest. I now have a data base on each client. When a client calls me after the file is closed, I can quickly obtain the major particulars of their file. I can probably answer questions faster and not have to wait to get the file from storage. I encourage clients to call me any time after the file is complete with questions – yes, even though I am not getting paid for this additional work. My magnetic refrigerator business card means my phone number is always nearby.

I am continually striving to improve my services. That is why at all stages of my service I encourage opinions and have client surveys. I have [Client Survey Contests](#) with prizes to obtain that important feedback from clients and or even prospective clients. Many good ideas have come from clients that have resulted in improvements to my service – I listen to my clients.

Many law firms are beginning to advertise and to market their services aggressively even using professional advertising agencies. Some of their ads will promise a commitment to excellent client service at a reasonable price. What firm, what business, would not say that it provides good service at a fair cost ? I invite you to compare the actual features, and not the rhetoric, of other lawyers's services with mine. I believe that I have given you concrete examples of how I provide innovative and client-oriented legal services.

LAWRENCE S. PASCOE

Resume of Lawrence Stephen Pascoe

Email: [lpascoe at thepascoedifference.com](mailto:lpascoe@thepascoedifference.com)

Birth Date and Place:October 22, 1949, Toronto, Ontario

Education and Professional Qualifications:

- Bachelor of Commerce (Honours), [Dalhousie University](#) (1972)
- Bachelor of Laws, Dalhousie University (1975)
- Ontario Bar Admission Course (1977)
- Family Mediation Training Course (1990)
- Collaborative Lawyers Training Course (2001-2002)

Specific Areas of Practice:

- *Family Law:* acting for clients in divorce and family litigation; negotiating marriage contracts and separation agreements;
- *Wills and the Administration of Estates:* preparing wills and powers of attorney; acting for executors, estate trustees and attorneys

Organization Affiliates:

- [Canadian Bar Association](#)
- American Bar Association

- [County of Carleton Law Association](#)
- Law Society of Upper Canada
- Member of Annual Family Law Institute Organizing Committee (1999 to present)
- Member of [Collaborative Law Network](#)

Teaching Experience:

Course instructor,

- [Algonquin College](#) , Legal Assistant Program (1978-1980)

Seminar leader,

- Ontario Bar Admission course Family Law (1986)
- Law Society Continuing Education Program on Pensions and Family Law (1988, 1994)
- Ontario Bar Admission Course Practice skills (Family Law),(1989, 1990);
Negotiating Skills (1993, 1996)

Speaker,

- Ontario Bar Admission Course; dependent's relief claims in estates (1988 - 1990)

- Ontario Law Society Continuing Education Program dealing with estate litigation (Dependent's Relief Claims), 1987
- Ontario Law Society Continuing Education Program; marriage contracts (1987 - 1988)
- Canadian Bar Association Annual Institute Program; Pensions and Family Law (1989)
- Law Society Continuing Education Program for Legal Secretaries; preparing Financial statements
- Law Society Continuing Education Program for Family Law Lawyers; Employment Benefit Clauses (1990)
- [Canadian Society for the Advancement of Legal Technology](#) (1994, 1996)
- Family Law Motions: Practice and Strategy (1994)
- Institute of Family Law, The Life Insurance Clause in Separation Agreements (1996)
- Federation of Law Societies, The Life Insurance Clause in Separation Agreements (1998)
- County of Carleton Law Association and Law Society Continuing Education Program, Determining Income of the Self-Employed under the Child Support Guidelines (1999)
- Law Society Continuing Education Program, Basic Management Principles for Lawyers (May 2000)
- Law Society Technology for Lawyers conference, Some Thoughts on Producing and Marketing a Law Firm's Web Site (November 2003)

Public Speaking:

Ontario Provincial Employees Association, [Canada Post](#) , Alta Vista Synagogue, Ukrainian Orthodox Church, Class for new Canadians, Laurentian High School, Ottawa Community Credit Union Ltd., [Children's Hospital of Eastern Ontario](#) , London Life Insurance Agents, Ottawa/Skyline T.V. Cable Phone-in Law Program on Family Law, a Divorce Support Group, National Capital Retirement Education Association, National Council of Jewish Women Palliative Care Seminar, Ottawa Valley Adjusters Association, The [Ottawa Citizen](#) Retirement Education Programme, Retirement Education Program Carleton Separate School Board, Retirement Education Program, City of Nepean (now City of Ottawa), The Ottawa Civic Hospital Employees, University of Ottawa Law School, [Royal Ottawa Hospital](#) , [Unicad Canada Ltd.](#) , [Money Concepts](#) , Canterbury High School.

Written Articles (please visit my [articles](#) page for an online list):

- Support (unpublished except on Web site)
- Custody and Access (unpublished except on Web site)
- Powers of Attorney (unpublished except on Web site)
- Changing your Will (unpublished except on Web site)
- Reasons for Having a Will (C.J. Journal South and Women's Credit Union Handbook)
- Professional Negligence and Responsibility Issues for lawyer's in dealing with Marriage Contracts (Ontario Law Society Continuing Education Program in 1987 published by Carswell Company in 1988 in a book entitled Marriage Contracts (1988))
- Administration of Estates (C.J. Journal South)

- Custody and Access to Children (C.J. Journal South)
- Family Mediation (O.A.F.M. Newsletter)
- Division of Assets (Clarion Newspaper, April, 1989)
- Wills and Minor Children (Clarion Newspaper, May, 1989)
- Separation and Divorce (Clarion Newspaper, Sept., 1989)
- Division of Pensions on Marriage Breakdown (Clarion Newspaper, Jan. 1990)
- Marriage Contracts (Clarion Newspaper, March, 1990)
- Employment Benefits (Law Society Continuing Education, April, 1990)
- Updating your Will (Clarion Newspaper, Summer, 1990)
- Lawyer Client Relationship (Clarion Newspaper, Autumn, 1990)
- Preparing For An Easier Administration of an Estate (Clarion Newspaper, Winter 1991)
- Divorce Mediation (Clarion Newspaper, April, 1991)
- Agreements of Purchase and Sale (Clarion Newspaper, August 1991)
- Lawyer's Role When Purchasing a Home (Clarion Newspaper, Sept., 1991)

- Lawyer's Role When Selling a Home (Clarion Newspaper, Oct., 1991)
- The Legal Process in Matrimonial Disputes - Part 1 (Clarion Newspaper, Nov., Dec. 1992, Jan. 1993)
- Using Technology to Improve Marketing of Legal Services (CSALT Annual Conference, April, 1994)
- Family Law Motions: Practice and Strategy (Law Society Continuing Education) (June, 1994)
- Marketing, Technology & The Sole Practitioner/Small Law Firm (CSALT Annual Conference, May 1996)
- The Life Insurance Clause in Separation Agreements (Family Law Annual Institute, May 1996)
- The Life Insurance Clause in Separation Agreements (National Family Law Conference, June 1998)
- Determining Income of the Self-Employed under the Child Support Guidelines (Law Society Continuing Education Program, 1999)
- Some Basic Management Principles for Lawyers, Law Society Continuing Education, May 2000
- Some Thoughts on Producing and Marketing a Law Firm's Web Site (Law Society Technology for Lawyers conference, November 2003)

The Client and Lawyer Relationship

A good working relationship between the client and the lawyer, especially in family law matters, will result in a better outcome, a smoother process, a lower account and a satisfied client. To obtain a good working relationship it is important that both client and lawyer recognize their own and each other's responsibilities. To help achieve this I am setting forth what I believe are the respective roles of the client and the lawyer.

THE ROLE OF THE LAWYER

1. **TO ADVISE:** The lawyer advises the client as to how the law would apply to the client's case. As the law is not an exact science, the advice will include the range of possible outcomes if the matter is litigated and a judge has to decide the case. The lawyer will advise the client on the different arguments that can be made for and against the client and assess the probability of success as well as on the best strategy and legal procedure to obtain the desired outcome. That strategy may range from doing nothing to taking the case to the court of appeal, if need be. The advice will originally be based on the facts first given, and the law at that time. As the opposing spouse's evidence is known and the lawyer assesses the court's probable findings of the facts, that advice may change. The law is also changing as new cases interpret the Family law Act. Those new cases might result in a change of advice also.

2. **TO NEGOTIATE A SETTLEMENT:** The lawyer will negotiate on the client's behalf with the opposing spouse's lawyer or the opposing spouse, if he or she has no lawyer, to obtain a complete settlement of all the issues. During the negotiating process the client will be consulted and will be expected to give instructions to the lawyer as to the terms of the settlement that are acceptable to the client.

3. **TO DRAFT THE APPROPRIATE DOCUMENTS:** If the matter settles without commencing court proceedings the lawyer will draft a separation agreement. If court proceedings are needed the lawyer will draft the Petition for Divorce or Statement of Claim and all other documents that are required to commence and continue a court action.

4. **TO ADVOCATE:** If the parties cannot settle the matter then the lawyer will argue the case at all levels – the interim motion, the trial, and the appeal. The lawyer will conduct the appropriate cross examinations and discoveries, prepare the necessary documents and appear at the pre trial conference.

CONDUCT THE CLIENT IS ENTITLED FROM THE LAWYER

1. **TO PROVIDE GOOD SERVICE:** This includes returning phone calls the same day they are received or by the next day if the lawyer is out of the office. If the call cannot be returned by the next day, the lawyer's secretary should call. Good service also includes receiving copies of all court documents and important correspondence. Communication of major developments in the case should be made as soon as possible. The prompt and courteous service also must be extended by all the office staff to the client.

2. **TO GIVE A REALISTIC ASSESSMENT OF THE CASE:** The lawyer should tell the client what the lawyer believes the client's realistic chances are of obtaining the outcome the client wants. The lawyer should not be overly optimistic to make the client feel better about the case. That feeling may fuel a court battle that cannot be realistically won. This unwarranted optimistic approach also will result in a big letdown if that outcome is not achieved either through negotiations or through the court system. However, the lawyer should not be overly pessimistic either. Being pessimistic is not fair to the client as it does not allow him to assess the case properly. The client's instructions are then not based on the proper facts.

3. **TO PROVIDE FINANCIAL ACCOUNTABILITY:** The lawyer should at the first interview explain how the fee will be determined and when it is expected to be paid. The lawyer should tell the client what the disbursements (money spent on the client's behalf) will be. If the fee is to be on a time basis then the account should detail the date the work was performed, the work done and the time taken. The account also will detail the disbursements. As best the lawyer can, there should be estimates of what the case will cost if it is being charged on a time basis. Interim bills should be sent to the client so the client knows the amount due to the lawyer.

4. **TO TAKE THE CLIENT'S INSTRUCTIONS:** The lawyer must take the client's instructions. The lawyer should not try to force the client into taking a position the client does not want. On occasion a lawyer believes the client is willing to settle for far less than a court would order. In those situations the lawyer should not bully the client into changing positions but rather obtain a written acknowledgement from the client that the settlement in the lawyer's opinion is unfair to the client.

5. **TO HOLD THE CLIENT'S INFORMATION IN CONFIDENCE:** The lawyer should hold in strict confidence all information concerning the client and not divulge any such information unless authorized by the client.

6. **TO GIVE THE LAWYER'S BEST EFFORTS:** The lawyer should treat each client and each file as very important and try his best. This does not mean spending a lot of time on each file because the resulting cost may be much more than the matter is

worth to the client. It is more a matter of the lawyer's general attitude. Although what the lawyer is doing may be routine work, it is extremely important to the client and deserves the lawyer's best efforts.

7. **TO BE SENSITIVE:** The lawyer must be a good listener and empathize with the client's problem. The lawyer must with sensitivity ask the client questions the client may be reluctant to talk about. However, the lawyer must though sympathetic to the client's problem, be objective about the advice given. The client must remember that the lawyer is still on their side even though the client does not like the advice given.

WHAT THE LAWYER IS NOT

1. **A THERAPIST:** The client must remember that though their case may have a very emotional element that the lawyer is not trained to treat emotional problems. Just telling the lawyer their story will be therapeutic to many clients. However, if counseling is needed the client should seek a qualified health professional. The lawyer can help guide a client to the appropriate specialist. The cost of these professionals are usually covered by a drug plan or OHIP.

2. **A HIRED GUN:** If the client's position is untenable, completely unrealistic and has no chance of success in negotiations or at court then the lawyer has the right to withdraw from the case. The lawyer is not a "hired gun". A lawyer is an officer of the court and owes a duty to the system to be realistic. It also hurts the lawyer's credibility with his colleagues and judges if he or she argues ridiculous positions. Some lawyers will disagree with this position. The client can then hire those lawyers if the client so wishes but the result is usually disastrous.

3. **A MIRACLE WORKER:** If the relief requested is not something the other party will accept or a court would probably order then it will just not be obtained. As the law is not an exact science, vague and uncertain in many areas and as there is a wide discretion with a judge, it is true that the range of possibilities is wide. However, the probability range of what the result will be is usually much smaller.

Clients must understand that if the client and the other party cannot agree on the terms of a settlement then a judge must decide the case. This means going to court to argue the case. The results in much higher costs, however, there is no alternative as there is no settlement.

THE ROLE OF THE CLIENT

- 1. TO PROVIDE INFORMATION:** The result of any case depends on two factors – the facts and the law. It is the client’s responsibility to provide all the facts that the lawyer requests. This may involve extensive work by the client. Old records will have to be found, time and energy will be needed to detail all the assets in a marriage and their costs and to prepare a budget. A client may have to interview relatives and friends to confirm certain events. This work is very necessary for the success of the case.
- 2. TO GIVE INSTRUCTIONS:** After the lawyer has given advice and has explained the alternatives, the client must tell the lawyer what to do. The client cannot let the lawyer make the decisions. The client’s decisions are based on the advice given by the lawyer but the client cannot leave the decisions up to the lawyer.
- 3. TO PAY THE LAWYER:** At the first interview the lawyer will have discussed fees with the client. If the client cannot pay the fee requested in the manner requested then the client should say so. If the client as the file progresses does not live up to their obligation to pay the bills that are rendered, then the lawyer has the right to stop work on the file. However, discussing the matter with the lawyer will usually result in alternate arrangements being made if the facts warrant it.

CONDUCT THE LAWYER REQUIRES FROM THE CLIENT

- 1. TO SUPPLY TRUTHFUL INFORMATION:** Lying to the lawyer has harmful consequences for the client. Lies are almost always discovered by the other party and their lawyer. When that discovery occurs the client will lose credibility with the court so that even truthful assertions will be suspect. Often the lying is about irrelevant or minor matters but the loss of credibility will apply to all the issues including the major ones. If the truth is told from the beginning the lawyer can properly build the case and develop the strategy. However, when the lying is discovered it may be too late to switch the strategy. Besides perhaps destroying his own case, the lying client may be charged with the criminal offence of perjury. Holding back relevant information against one’s case has the same consequences as lying. **TELL THE LAWYER THE TRUTH AND LET THE LAWYER BUILD THE CASE BASED ON THE TRUTH.**
- 2. TO PROVIDE THE FACTS IN AN ORDERLY FASHION AND ON A TIMELY BASIS:** A lawyer can not complete the file on a timely basis or file appropriate documents on behalf of

the client if the client does not provide the facts when asked. It is also hard to conduct the case, though not impossible if the client is continually telling the client of facts he just remembered.

3. **TO ACT RATIONALLY:** Family law matters can be very emotional. Separation from one's spouse a most difficult time in one's life, may result in irrational behaviour by a client. The client must try to take the emotional aspect out of their behaviour and decision making process.

4. **TO ADVISE THE LAWYER AS TO HOW HE IS HANDLING THE CASE:** If the client is dissatisfied with any aspect of the handling of the case the client must so advise the lawyer. The lawyer will then be able to resolve the complaint. If the client waits until the case is over it may be too late for both the client and the lawyer.

5. **TO SHOW APPRECIATION:** Lawyers to are human beings and therefore like to be appreciated. If the lawyer did a good job then the client should express this satisfaction. The lawyer's main source of business is from repeat clients and referrals from happy clients. A satisfied client can best show appreciation by referring relatives and friends to the lawyer.

WHAT THE CLIENT IS NOT EXPECTED TO DO

1. **TO KNOW THE LAW:** The client is not expected to know the law. If that were so the lawyer would be out of business. The client should therefore not feel embarrassed to ask any question of the lawyer regarding the law.

CONCLUSION

This memorandum sets out my beliefs as to how lawyers and clients should conduct themselves. I try to adhere to my own rules as the lawyer and would hope that you the client can do your best to follow your rules. If you have any questions concerning this memorandum please do not hesitate to discuss them with me.

Client Preference Questionnaire

PURPOSE: The purpose of this questionnaire is to obtain information from the client so to customize the service provided. Your answers also provide me with your expectations of my service and of the results.

As this type of questionnaire is quite new and I would greatly appreciate your feedback with respect to the questionnaire as well as any aspect of my service.

What are your expectations, if any, of the results that you wish to obtain?

Support \$_____ per month per child

Spousal Support \$_____ per month

Access

Custody

Property Division

Rate the issues in priority:

- _____ AccessChild Support
- _____ Custody
- _____ Equalization of Assets
- _____ Restraining Order
- _____ Spousal Support
- _____ Obtaining a Divorce

What time of day would you like to have your appointment?

_____ 11:00 am
_____ 1:30 pm
_____ 3:00 pm
_____ 4:00 pm

Do you mind being telephoned at work?

Yes _____, No _____

Do you want to be called at home:

_____ in the evenings?
_____ On weekends?

How available do you expect me to be? Should I be available in a non- emergency situation to give you an appointment within:

_____ one day
_____ two days
_____ three days
_____ one week

Do you mind if my secretary calls you to obtain information or advises you as to a development in your case? (This would save you money, but secretary cannot give you legal advice.)

yes _____, no _____

Do you want a written report confirming all advice given to you by me (This would be expensive)?

yes _____, no _____

Would you prefer oral advice?

yes _____, no _____

Would you prefer to request this type of advising letter only at certain times? yes _____, no _____

My final reporting letter does summarize your rights and obligations.

If I am not available to take your telephone calls, how soon do you expect your call returned?
_____ Same morning or afternoon
_____ Next day

If you call in the morning I will probably return your call that day or have my secretary call you to advise you that I cannot return your call. If you call in the late afternoon, though I will try, I may not be able to contact you until the next morning.

How often do you expect to be billed?
_____ monthly
_____ Whenever the retainer (initial advance payment) runs out

How long do you expect the file to take to be completed?

How assertive do you want me to be with your spouse's lawyer?
_____ overly assertive
_____ reasonably assertive
_____ non-assertive

Do you want to approve every letter before it is sent out?
yes _____ no _____

If yes, do you want:

_____ a written copy

_____ or can it be read to you on the telephone?

What level of explanation do you want concerning the law?

_____ high level

_____ moderate level

_____ low level

Do you want copies of the court cases relied upon for your position at a motion or trial?

yes _____, no _____

Your Name

Date

[Click here](#) to fill out our Client Preference Questionnaire on-line.

Fees, Disbursements, Procedure and Timing for Uncontested Divorces

DEFINITION OF UNCONTESTED DIVORCE:

An uncontested divorce is one in which no relief is being requested other than a divorce, or the terms of the relief have already been settled by a Separation Agreement or Court Order. There would also be no problem in locating and serving the other spouse.

If the parties have agreed to settlement terms but there are no written Separation Agreements or Court Orders, no issues as to property or as to financial disclosure, the case would be considered an uncontested divorce. In that case, however, there would be an extra charge to draft Minutes of Settlement setting out the terms of the agreement between the parties.

SOLICITOR's FEE: \$900.00 plus GST of \$63.00 This fee includes:

- (a) advising the client as to his/her rights and obligations under the Divorce Act and the Family Law Act;
- (b) drafting, signing, issuing and serving the Application for divorce;
- (c) preparing documentation to obtain the Divorce Order;
- (d) preparing the documentation to obtain a Certificate of Divorce;
- (e) reporting to the client.

Disbursement	Cost
Issue Application for divorce	\$167.00
Marriage Certificate	\$22.00
Service of Application for divorce	\$32.00
File Continuing Record to obtain Divorce Order	\$280.00
Certificate of Divorce	\$19.00
Law Society Insurance Levy	\$53.50
Court filing	\$52.00
Photocopying and postage	\$15.00
	\$640.50

PAYMENT OF FEES AND DISBURSEMENTS:

A payment of \$850.00 is required at the time of signing the Application for divorce. The balance of the fees and disbursements is required at the time of signing the

application for the Divorce Order.

PROCEDURE & TIMING TO OBTAIN AN UNCONTESTED DIVORCE

1. Client phones the lawyer with information to draft Application for divorce (day 1)
2. Client signs the Application for divorce (day 4)
3. Court issues the Application for divorce (day 6)
4. Spouse is served with the Continuing Record which includes the Application for divorce (day 8)
5. Lawyer applies for Divorce Order (30 days after spouse is served if served in Ontario, 50 days if outside of Ontario)
6. Client receives Divorce Order directly from Court (approximately 1-2 weeks after applying, provided there is a Central Divorce Registry Clearance Certificate). Lawyer applies for Certificate of Divorce (31 days after Judge signs Divorce Order which is approximately 1 week from the applying for Divorce Order)
7. Client receives Certificate of Divorce from lawyer (approximately 1 week after lawyer's application for the Certificate of Divorce)

An uncontested divorce may therefore be obtained within three months after contacting the lawyer. This can be delayed if the Central Divorce Registry Clearance Certificate has not been received when applying for the Divorce Order. This search is controlled by the Court and not the lawyer.

Survey Contest

Client feedback is necessary to improve the quality of legal services I provide to my clients. Client surveys are an effective method to obtain that response. These surveys inform me what the client thinks about the way I practice, and allow the client to make suggestions on how service can be improved. Generally, lawyers look at matters through their own eyes rather than from the client's perspective. The same is true for

the methods of marketing of legal services. I would therefore appreciate it if you would take some time to fill out the questionnaires – one dealing with my packets and the other with choosing a lawyer. It will greatly help me provide better service and improve my marketing.

My experience is that people do not like filling out questionnaires. Therefore, I am offering a contest to obtain a good response. Annually on January 31st, I will awarded a prize of a pair of FREE Ottawa Senators tickets for the best comments on improvements of services, marketing or packets. I will award a prize of four FREE Ottawa Lynx tickets to someone drawn at random.

You may mail, fax, email, or deliver to our office your completed survey questionnaire. All information and names of respondents will be kept confidential. You do not need to become a client to enter the contest.

I look forward to reading your comments.

– LAWRENCE S. PASCOE

Family Law Packet Survey

1. At the time you requested the packet did you have a lawyer?

Yes ____ No ____

2. Why did you request the packet (one or a combination of the following)?

____(a) separated and wanted information

____(b) thinking about separating and wanted information

____(c) separated or thinking about separating and wanted to know more about
Lawrence Pascoe

____(d) information was for a friend or relative.

____(e) other _____

3. Did the packet fulfill your expectations? If not, why not?

4. What did you think of the packet in general?

- _____ (a) excellent
- _____ (b) good
- _____ (c) fair
- _____ (d) poor

5. Did you read Mr. Pascoe's articles?

Yes _____ No _____

If not, why not?

- _____ (a) Too complicated
- _____ (b) Not interested

6. Were Mr. Pascoe's articles understandable?

Yes _____ No _____

Were the articles too:

- _____ short
- _____ too long
- _____ just right

7. Did you find Mr. Pascoe's articles overall helpful?

Yes _____, No _____

8. Did you have trouble completing the Matrimonial Information Form? Yes _____, No _____

Did you like the fact that you can fill out this form prior to your appointment?

Yes _____, No _____

9. Are there any other topics that you would like to have discussed in the articles?

10. Did you read the government pamphlets?

Yes _____ No _____

If not, why not?

- _____ (a) Too complicated
- _____ (b) Not interested

11. Did you find the government pamphlets overall helpful?

Yes _____, No _____

12. Were the pamphlets understandable?

Yes _____ No _____

Were the pamphlets too:

_____short

_____too long

_____just right

13. Did you find the information on cost and procedure helpful?

Yes _____, No _____

Do you have any comments on it?

14. Did you find Mr. Pascoe's resume helpful?

Yes _____, No _____

Do you have any comments on it?

15. Did you find Mr. Pascoe's hourly rate:

_____reasonable

_____too high

_____too low

Any comments?

16. Did you like the concept of the Preference Questionnaire?
Yes _____, No _____

Your comments on it, including other preferences to ask?

17. How did you find out about the packet?

- _____ (a) telephone book
- _____ (b) Clarion ad
- _____ (c) Courier ad
- _____ (d) Senior's ad
- _____ (e) friend
- _____ (f) other

18. Did you like the ad?

Yes _____, No _____

What did or didn't you like about it?

19. Do you like the idea of a survey contest?

Yes _____, No _____

20. Why have you not made an appointment with Mr. Pascoe?

- _____ (a) already had another lawyer _____
- _____ (b) didn't separate _____
- _____ (c) choose another lawyer _____ If so, why? _____

_____(d) other_____

21. Do you think that you will make an appointment with Mr. Pascoe? Yes_____, No_____

22. Do you have any other comments?

Name

Address

Home Phone Number

Work Phone Number

E Mail Address

Date

[Click here](#) to fill out our Family Law Packet Survey on-line.

Choosing a Lawyer Survey

1. Have you ever used a lawyer? Yes _____, No _____

2. If yes to question number 1, how did you choose a lawyer the last time you used him or her? (You may choose a combination of factors, but please rate the priorities of the reasons)

- _____ (a) Location of Office
- _____ (b) Recommendation of a friend
- _____ (c) Previously used that lawyer
- _____ (d) Yellow Pages Advertisement
- _____ (e) Newspaper Advertisement
- _____ (f) Recommendation of a related business contact (eg: real estate agent)
- _____ (g) Lawyer spoke to a group you belong to
- _____ (h) Read about the lawyer in a newspaper or saw on television

3. What factors are important to you when choosing a lawyer? Please rank in order of importance.

- _____ (a) Location of office
- _____ (b) Hourly rate or fee
- _____ (c) Number of years of practice
- _____ (d) Specialist in the area of law required
- _____ (e) The recommendation of a previous client
- _____ (f) The recommendation of a business contact
- _____ (g) An attractive advertisement

4. Did you refer friends to your previous lawyer? Yes _____, No _____

If not why not?

- _____ (a) Did not like the work done
- _____ (b) Did not like the lawyer's personality
- _____ (c) Did not like the fee charged
- _____ (d) Did not like how long the work took
- _____ (e) Did not have the opportunity to refer friends
- _____ (f) Did not think of referring friends
- _____ (g) Other

5. Comments about Choosing a Lawyer

Name

Address

Home Phone Number

Work Phone Number

Mail Address

Date

[Click here](#) to fill out our Choosing a Lawyer Survey on-line.



List of Free Government Publications

- **What Women and Men should know about Family Law in Ontario**
Ministry of Attorney General, 720 Bay Street, Toronto, Ontario M5G 2K1
- **Where Do I Stand? A child’s legal guide to separation and divorce**
Ministry of Attorney General, 720 Bay Street, Toronto, Ontario M5G 2K1
- **Are You Separated or Divorced? Alimony Payments, Reporting, Dividing Family Assets, Completing your Return**
Revenue Canada, Taxation, 957-8088, 360 Lisgar Street, Ottawa, Ont. K1A 0L9
- **The Canada Pension Plan-Division of Unadjusted Pensionable Earnings**
Income Security Programs, Health and Welfare Canada
- **Information Sheet ISP 1901A (4-90) Division of Unadjusted Pensionable Earnings CPP ISP 1901 (3-88)**
P.O. Box 5100, Postal Station “ D” , Scarborough, Ontario
- **Children Matter: Child Tax Benefit ISP 4500E (08-93)**
P.O. Box 5100, Postal Station “ D” , Scarborough, Ontario
- **The Family Support Plan Tips for Support Payors**
Family Support Plan P.O. Box 5519, Postal Station A, Toronto, Ontario M5W 1V7 1-800-267-7263
- **The Family Support Plan Tips for Support Recipients**
Family Support Plan P.O. Box 5519, Postal Station A, Toronto, Ontario M5W 1V7 1-800-267-7263
- **Mediation in Divorce and Separation: Another Way (Cat No. J2-78/1988E)**
Communications and Public Affairs, Department of Justice Canada, Ottawa, Ontario K1A 0H8 957-4222

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