But for the Plan (Matrimonial Swimming Pool)

John and Mary (not their real names) were married for five years before they separated. In the fourth year of their marriage, with $22,000 of financial help from Mary's parents, they installed a swimming pool in their back yard.

Two years later, in the middle of what had become a difficult and emotional divorce, Mary's parents sued John for $9,600.00, alleging that the money they provided for the pool was a loan, and that Mary had already partially paid them back.

Our Plan member, John, insisted that the pool was a gift.

The most important issue in this case was the burden on the Plaintiff parents to prove there was a legally binding contract.

The trial took a full day. It became clear, after cross-examination of Mary and both her parents, that their stories about the alleged loan and Mary's alleged payments conflicted. As a result, the Judge provided a written decision, stating that there was no evidence regarding a loan, and Mary's parents claim against John was dismissed.

But for the Unifor Legal Services Plan, John he would not have been able to afford a lawyer to conduct the cross-examinations that were crucial to successfully defending this claim.

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... Submitted by Ron Reaume,
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