

**Q&A By John T. Syrtash, Associate, Garfin Zeidenberg LLP**  
**Answers to pressing questions on Family Law.**

**Defending a support claim.**

**Question:** It is true that marriage alone without domestic contract, provides no legal or economic protection to your spouse and children, in the face of a support claim from another? (For example, someone from your past comes back to haunt you, using the Family Law Act.)

**Answer:** Yes. The former spouse could, in many cases, use the Divorce Act to make a support claim, not just the Family Law Act. However, this is not true in all cases. If the marriage was of very short duration, and if your spouse was not truly dependant on you during the course of the relationship, or if there was clearly no need arising from the marriage, then the marriage itself does not automatically allow for spousal support. Otherwise, each case has to be examined on its merits. Does the woman really have a need? What is the former husband's financial circumstances and current child support responsibilities? What did she wait so long to raise her claim? These are all legitimate questions that must be answered before a court will consider spousal support. It is not automatically granted.

**Question:** My wife and I are separated and about to obtain a divorce. We have reached a minit separation agreement. Most recently, my wife's lawyer asked me to sign a Notice of Withdrawal in which I will withdraw the Answer filed to defend myself in the contested divorce proceeding completely. Do I really need to sign this to get the divorce.

**Answer:** I would have to read the agreement and be convinced that it was fair to you. Then I would have to be further convinced that by agreeing to a divorce you were not precluded from enforcing any of your rights, especially if you were facing and the statutory limitation periods. Assuming these concerns were satisfied then the procedure you wife's lawyer is suggesting is very normal and is done all the time once two people have signed a final separation agreement. However, you have written that you signed something called a "minit" separation agreement. Do you mean a "mini" or "preliminary" or "temporary" agreement, something like an "interim" separation agreement? If so, then there may be good reason not to proceed with a divorce or to withdraw you Answer in a contested divorce proceeding until all the issues have been resolved.

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John Syrtash is an associate and family law lawyer with the Toronto firm of *GARFIN ZEIDENBERG LLP*. Neither GARFIN ZEIDENBERG LLP nor John Syrtash is liable for any consequences arising from anyone's reliance on this material, which is presented as general information and not as a legal opinion