

**SUPREME COURT OF NOVA SCOTIA**  
**FAMILY DIVISION**

**Citation:** *Turner v. Turner*, 2026 NSSC 104

**Date:** 20260408

**Docket:** *Ken* No. 1204-007716

**Registry:** Kentville

**Between:**

Sherri Lynne Turner

Petitioner

v.

Geoffrey Glenn MacKay Turner

Respondent

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**LIBRARY HEADING**

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**Judge:** The Honourable Justice Terrance G. Sheppard

**Heard:** January 29, 2026 and February 11, 2026, in Kentville, Nova Scotia

**Written Decision:** April 8, 2025

**Subject:** Whether a Cohabitation Agreement was mutually destroyed by the parties.

**Summary:** On February 22, 2002, the parties signed a cohabitation agreement that was initiated by Sherri Turner. She had just gone through a divorce and, at the time, her assets were more significant. The cohabitation agreement provided that each would have sole ownership of all property they owned prior to their cohabitation. By the time of their separation in 2023, Geoffrey Turner's assets were more valuable.

Sherri Turner's evidence is that the parties mutually destroyed the cohabitation agreement in the summer of 2002, shortly after they were engaged, and never spoke of it again. Geoffrey Turner denies ever destroying the cohabitation agreement and says that Sherri Turner would occasionally, throughout the

marriage, reference the cohabitation agreement and how dissatisfied she was with having signed it.

**Issues:** Was the cohabitation agreement mutually destroyed by the parties?

**Result:** Sherri Turner bears the onus to prove on a balance of probabilities that the cohabitation agreement was mutually destroyed. She was not able to meet this burden and the cohabitation agreement remains binding on the parties.

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**Written Release:** April 8, 2026

**Counsel:** Tanya Nicholson for the Petitioner  
Lindsay O'Reilly for the Respondent

**By the Court:**

**OVERVIEW**

[1] In December of 2000 Sherri Turner moved into Geoffrey Turner's home at 1120 Hwy 359, Steam Mill, Nova Scotia. On February 22, 2002, the parties signed a cohabitation agreement. The cohabitation agreement was initiated by Sherri Turner. She had just gone through a divorce and, at the time, her assets were more significant than Geoffrey Turner's. Also, as part of her divorce proceeding, Sherri Turner had to vacate the matrimonial home on fairly short notice, and she and her daughter were in a difficult bind trying to find a new home.

[2] The cohabitation agreement provided, in part, that each would have sole ownership of all real and personal property they owned prior to their cohabitation. Geoffrey Turner's Home was specifically mentioned. Further, in the event of a separation, Sherri Turner was entitled to exclusive possession of the Home for a period of six months.

[3] They agree they were married on October 14, 2002 but differ slightly on their date of separation with Sherri Turner stating it as October 14, 2023, and Geoffrey Turner saying it was November 29, 2023.

[4] Sherri Turner's evidence is that the parties mutually destroyed the cohabitation agreement in the summer of 2002, shortly after they were engaged, and never spoke of it again. Geoffrey Turner denies ever destroying the cohabitation agreement and says that Sherri Turner would occasionally, throughout the marriage, reference the cohabitation agreement and how dissatisfied she was with having signed it.

## **ISSUE**

[5] The sole issue before me is whether the parties' cohabitation agreement was mutually destroyed by them.

[6] There was some confusion initially about whether I would be dealing with an 88.3-acre parcel of land that was owned by Geoffrey Turner's mother, Jessie Turner, and then deeded to both parties in February of 2022. However, after discussion with counsel at the beginning of trial, it was agreed that the trial would focus on the cohabitation agreement.

[7] Also, arguments were made about whether, if the cohabitation agreement stood, it was unconscionable or unduly harsh; however, it was agreed that analysis can only take place in the context of a complete division of the matrimonial assets and debts and I was to focus on the legitimacy of the cohabitation agreement.

## **POSITIONS OF THE PARTIES**

[8] Sherri Turner takes the position that the cohabitation agreement cannot be upheld for the following reasons:

- a. The cohabitation agreement contained a factual flaw in that it listed the Home as Geoffrey Turner's separate property even though the Home had been placed in their joint tenancy in November of 2001, before the cohabitation agreement was prepared and signed.
- b. There was a conflict of interest in that Sherri Turner had her lawyer who was handling her divorce, Jean Dewolfe, as she then was, prepare the cohabitation agreement and the same lawyer represented Geoffrey Turner in relation to a claim by a former partner of his against the Home.
- c. Geoffrey Turner has only provided an unverified photocopy of the cohabitation agreement. This violates the Best Evidence Rule.
- d. If I find that the cohabitation agreement was not mutually destroyed, Sherri Turner says it should not be upheld because there was no frank disclosure.

- e. In the late summer of 2002, following their engagement, the parties mutually and physically destroyed their copies of the cohabitation agreement. As evidence that the cohabitation agreement was mutually destroyed, Sherri Turner says that throughout their 21-year marriage the parties acted as if there were no cohabitation agreement. She gives the example of her cashing out all her RRSPs totalling \$24,000.00 in October of 2023 to pay debt she says was largely accumulated by Geoffrey Turner.

[9] Geoffrey Turner's position is as follows:

- a. There is no factual flaw in the cohabitation agreement. Although he executed a deed on November 19, 2001, placing the Home in the names of both him and Sherri Turner as joint-tenants, both parties were aware of this when they signed the cohabitation agreement. Further, the cohabitation agreement specifically provides that Geoffrey Turner would have sole ownership of the Home even if it was held jointly in both names.

- b. There is no conflict in Justice Dewolfe drafting the cohabitation agreement. Both parties were fully aware that she represented Sherri Turner in her divorce proceeding and Geoffrey Turner in relation to a claim against the Home by a former partner. Further, Justice Dewolfe did not provide independent legal advice on the cohabitation agreement to either party.
- c. The photocopy of the original 2002 cohabitation agreement that Geoffrey Turner produced is the best available evidence given that no original copies of the cohabitation agreement are currently available, despite a diligent search by Geoffrey Turner.
- d. Both parties were fully aware of the assets of the other party. Further, the cohabitation specifically states this and goes on to say that neither require the other to prepare a comprehensive statement setting out their financial affairs.
- e. The cohabitation agreement was never destroyed, at least not mutually by both parties. Further, Sherri Turner was aware of the existence of the cohabitation agreement throughout the marriage and, on occasion, mentioned it.

## ANALYSIS

### *A. Factual Flaw*

[10] I agree with Geoffrey Turner that there is no factual flaw in the cohabitation agreement. Sherri Turner says paragraph 5(a) of the cohabitation agreement fails to consider that the Home had already been deeded to both parties as joint tenants at the time the cohabitation agreement was signed. The substantive portion of paragraph 5(a) states:

“Geof shall have sole ownership of all real and personal property that he owned prior to the cohabitation of the parties, including the home and property situate at 1120 Route 359, Steam Mill, Nova Scotia “the Home”, irrespective of any contribution Sherri may make to said property during the parties’ cohabitation and irrespective of whether the home is held jointly in both names.”

[11] Sherri Turner and her then three-year-old daughter moved into the Home in December of 2000. Geoffrey Turner was not residing there at that time. Rather, he was renting out the property.

[12] Sherri Turner describes the Home as “dilapidated and unfinished.” Geoffrey Turner had a high interest mortgage (21.86%) and no means to access funds to complete repairs required to make the Home suitable for living. Sherri Turner had excellent credit. The parties agreed to refinance the Home taking out a mortgage of \$81,000, which paid out the existing mortgage of \$68,000, the mortgage penalty,

and funded repairs to make the Home more livable. It was at that time that the Home was placed in both parties' names as joint tenants.

[13] Sherri Turner complains that she was unaware that approximately \$6,600 of the \$68,000 mortgage had paid out Geoffrey Turner's debts that were in collections. However, nothing turns on this fact.

[14] I note that the same solicitor, Justice Dewolfe, prepared the cohabitation agreement and the warranty deed placing the Home in both parties' names jointly. The cohabitation agreement was signed only three months after the refinancing and retitling of the property. Certainly, everyone was aware that the Home was in both parties' names jointly when they signed the cohabitation agreement.

[15] The cohabitation agreement specifically states that Geoffrey Turner would have sole ownership of the Home regardless of whether it was held jointly in both names. While it may have been more helpful to reword the cohabitation agreement slightly to state specifically that the Home was currently in both parties' names, there can be no confusion that both parties intended the Home to be the sole property of Geoffrey Turner upon a separation or a divorce.

*B. Conflict of Interest*

[16] I agree with Geoffrey Turner that there is no conflict of interest with Justice Dewolfe preparing the cohabitation agreement on behalf of the parties and having represented Geoffrey Turner in a claim against the Home by a former partner.

[17] The claim against the Home by a former partner, Ms. Gallagher, was on the low end of litigation claims. Ms. Gallagher claimed a contribution of \$5,000 to the Home during a short period of time she resided there. It was Sherri Turner who encouraged Geoffrey Turner to simply pay the claim and be done with it. All Justice Dewolfe would have done is prepared a standard form release for Ms. Gallagher to sign when she was paid the \$5,000.

[18] I contrast this to the extensive work that Justice Dewolfe would have done on behalf of Sherri Turner in representing her in a divorce proceeding. Although Geoffrey Turner wants to characterize Sherri Turner as a sophisticated litigant, in part, because she represented herself throughout much of the divorce and only retained Justice Dewolfe towards the end, I do not necessarily make that finding of fact. Further, even if this is correct, the work involved in finalizing a divorce would have been far more involved than drafting and executing a standard form release for a \$5,000 claim.

[19] It is also clear that Sherri Turner saw Justice Dewolfe as her lawyer. Further, Justice Dewolfe testified that she considered herself Sherri Turner's lawyer.

Although she has no specific recollection of doing so, she testified that she would have advised Geoffrey Turner to have independent legal advice on the cohabitation agreement. Justice Dewolfe testified that, while it may have very well happened, she had no independent recollection of representing Geoffrey Turner in relation to a claim by his former partner.

[20] I note that the parties had Justice Dewolfe do other work on their behalf. For example, she did the refinancing and the warranty deed in November of 2001.

Other members of Justice Dewolfe's firm represented both parties in the preparation of Wills and other estate documents. Finally, Justice Dewolfe testified that Geoffrey Turner would often accompany Sherri Turner to meetings with her about Sherri Turner's divorce proceeding.

[21] Also, I note that the cohabitation agreement contains no certificates of independent legal advice. Further, paragraph 16(a) states that both had the opportunity to obtain independent legal advice. This tells me that Justice Dewolfe did not represent either party in the drafting of this cohabitation agreement. That is, she provided no independent legal advice to either party. She was simply drafting

the cohabitation agreement at the instruction of Sherri Turner but did not advise her, nor Geoffrey Turner, on the merits of the cohabitation agreement.

*C. Best Evidence Rule*

[22] The photocopy of the cohabitation agreement provided by Geoffrey Turner is the best available evidence given that no original copies of the cohabitation agreement have been found despite a diligent search by Geoffrey Turner.

[23] Sherri Turner contends that the fact that Geoffrey Turner does not have an original copy of the cohabitation agreement aligns with her evidence that the parties mutually destroyed them in the summer of 2022. Both parties agree that they kept their copies in a file cabinet in the L-attic of the Home.

[24] Sherri Turner had exclusive possession of the Home for approximately fifteen months after separation. Geoffrey Turner says that when he returned to the Home after Sherri Turner vacated it, the filing cabinet was locked and the key missing. He pried it open but the contents were missing. Although he asked Sherri Turner for copies of the documents in the filing cabinet, she denied having taken them and, in fact, Geoffrey Turner found copies of other documents that had been in the filing cabinet in recycle bags in the Home. The cohabitation agreement was not among them.

[25] In 2010 there was a brief separation between the parties and Geoffrey Turner moved in with his mother, Jessie Turner, while Sherri Turner stayed in the Home. Anticipating that the parties would separate for good at that time, Geoffrey Turner obtained a copy of the cohabitation agreement from the law firm that had prepared it. However, the parties reconciled shortly after and Geoffrey Turner left the photocopy of the cohabitation agreement at his mother's home when he moved back into the Home with Sherri Turner.

[26] Although Sherri Turner says this is "unsubstantiated and deceptive" she does not deny that the parties had a brief separation in 2010 when Geoffrey Turner moved out to his mother's home and then returned after they reconciled.

[27] After the parties separated again in the Fall of 2023, Geoffrey Turner attempted to obtain a copy of the cohabitation agreement from the law firm; however, the affidavit of Jeffrey Muttart, sworn November 10, 2025, confirms that, by then, the 2002 file would have long since been destroyed. However, Geoffrey Turner was able to locate the copy he had obtained in 2010 at his mother's home.

[28] The fact that Geoffrey Turner had a copy of this cohabitation agreement at all supports his evidence that he obtained it from the law firm in 2010. To be clear, Sherri Turner does not deny that the copy in evidence is a true copy of the original

cohabitation agreement. Rather, she says that given the passage of time, she cannot confirm or deny this. Although, she agrees that the substantive portions are exactly what the parties had agreed to and what she had instructed Justice Dewolfe to draft.

[29] Justice Dewolfe did not have any independent recollection of the cohabitation agreement either, which is certainly not surprising more than twenty-three years after its creation. She did agree that the formatting was consistent with the formatting used by her at that time. She recognized her signature and that of her assistant at the time, Marilyn Dodge.

[30] The Best Evidence Rule would require the production of the original cohabitation agreement. However, the court can accept photocopies of documents that have been lost or destroyed. Here, Sherri Turner says that the originals were destroyed. While Geoffrey Turner does not agree that they were destroyed in the summer of 2002, he suspects that they may have been destroyed by Sherri Turner after their separation in the Fall of 2023. Or they may have simply been misplaced over the twenty plus years.

#### *D. Lack of Disclosure*

[31] Certainly, lack of full and frank financial disclosure can, in some circumstances, invalidate a cohabitation agreement, but this is not one of those

situations. I am satisfied that both Sherri Turner and Geoffrey Turner were well advised of each other's assets and debts. They resided together at the time they signed the cohabitation agreement. Geoffrey Turner accompanied Sherri Turner to meetings with her divorce lawyer where they would have been discussing Sherri Turner's assets.

[32] Further, this is not a case where Sherri Turner is alleging that Geoffrey Turner had some substantial asset that he had not disclosed to her at the time, or failed to disclose its value. She was well aware that the only major asset Geoffrey Turner had at the time was the Home. She was well aware of the debt encumbering the Home as it had been refinanced into both their names.

[33] Finally, paragraph 7 of the cohabitation agreement under the heading "Financial Disclosure" states:

Each party has sufficient knowledge of the financial affairs of the other of such that they neither need nor require the other to prepare a comprehensive statement setting out his or her financial affairs.

*E. Mutual Destruction*

[34] Sherri Turner has not shown on a balance of probabilities that the cohabitation agreement was mutually destroyed by the parties. Therefore, the agreement stands and is binding on the parties.

[35] Both parties are equally adamant in their positions that the cohabitation agreement was either destroyed or not destroyed. The resolution of this issue requires findings of credibility. Sherri Turner correctly points out that it is Justice Forgeron's decision in *Baker-Warren v. Denault*, (2009) NSSC 59 that is the leading case on making findings of credibility in family law cases.

[36] Geoffrey Turner argues that paragraph 14 of the cohabitation agreement requires any changes to be in writing; therefore, a verbal agreement to rescind the cohabitation agreement, even if followed by tearing up the said cohabitation agreement, would not be sufficient. While the cohabitation agreement does require any changes to be in writing, had I been satisfied that both parties intended to rescind the cohabitation agreement, had verbally agreed to do so, and then tore up the cohabitation agreement, I would have upheld the mutually intention of the parties rather than the standard paragraph requiring amendments to be in writing.

[37] Sherri Turner suggested Geoffrey Turner's evidence is less reliable. One example she gives is that Geoffrey Turner could not remember when he entered into his lease post-separation. Geoffrey Turner suggested it was April but it was, in fact, July of 2024. Geoffrey Turner being off by three months on when he signed his lease would not give me any concerns that his testimony was otherwise unreliable.

[38] Sherri Turner suggested that Geoffrey Turner's evidence changed depending on what was convenient to him at the time. One example of this is disclosure of his acting income. In addition to his full-time job, Geoffrey Turner does some acting on the side. He did not disclose this on his sworn statement of income; however, his testimony is that he actually lost money because he took two acting classes, one in London, England in 2025, and one in New York City in 2024. The amount earned in acting for those years was less than the amount he spent on the acting courses. Again, I cannot conclude that his evidence on this issue was "convenient" or that it effected his reliability or credibility.

[39] Sherri Turner points to an email Geoffrey Turner sent to her on November 19, 2023, as evidence of his lack of credibility because he admits to having kept things from her such as purchases, renovations, acting work, etc. However, because someone is less than forthright to their spouse, does not necessarily mean that I can conclude that they have been deceitful with their sworn evidence to the court.

[40] Sherri Turner also makes the point that Geoffrey Turner did not mention the cohabitation agreement anywhere in the lengthy email on November 19, 2023. However, in reading through that email I could not identify any portion where the cohabitation agreement would have been remotely relevant to bring up.

[41] Similarly, Sherri Turner suggests it is noteworthy that during the parties' estate planning the cohabitation agreement was not brought up by Geoffrey Turner. Again, it is not necessarily the type of occasion where the cohabitation agreement would be raised. The cohabitation agreement is all about what happens to the parties' assets if there is a breakdown in the relationship. Estate planning, on the other hand, is all about what happens to their assets after they pass and they are still together as a couple.

[42] Sherri Turner also suggests that it is suspicious that the cohabitation agreement did not come up during the conversation with Curtis Palmer about transferring the 88.3 acres owned by Geoffrey Turner's mother, Jessie Turner, to the parties. This parcel of land, adjacent to their matrimonial home, was always meant to be inherited by Geoffrey Turner. For various reasons, Geoffrey Turner asked his mother to transfer this land to him as an advance on his inheritance. The land was only meant to be transferred to his name; however, when they met with a lawyer, the deed he prepared transferred the property to both Geoffrey and Sherri Turner. When the lawyer was questioned about this, he advised that it did not matter because Sherri Turner would have a matrimonial property interest in the property in any event. Jessie and Geoffrey Turner accepted this advice and the deed was executed.

[43] Again, I see no reason why the cohabitation agreement would have been raised by Geoffrey Turner during this discussion. The cohabitation agreement would not have covered this property as it only applied to property “owned prior to the cohabitation of the parties.” This property would clearly be owned after the cohabitation of the parties.

[44] Sherri Turner points to the fact that Geoffrey Turner did not insist that she pay half of his rent for the six months post-separation, as is required under paragraph 5(f) of the cohabitation agreement as evidence that he knew the cohabitation agreement had been rescinded by them mutually many years prior to their separation. I cannot make this leap. Geoffrey Turner may have had any number of reasons why he did not insist on enforcing this particular provision of the cohabitation agreement.

[45] Sherri Turner says that it makes no sense that she would have cashed in \$24,000 of her RRSPs post-separation if the cohabitation agreement was still binding as these RRSPs would have been exempt given that they were in existence prior to the cohabitation of the parties.

[46] There are a number of issues with this proposition. First, it is not clear to me that the parties were separated when this happened. Sherri Turner places the date

of separation on October 14, 2023, but Geoffrey Turner places it on November 29, 2023 when he physically left the matrimonial home. Sherri Turner says that in early October 2023 the parties separated when she discovered expensive purchases by Geoffrey Turner, renovations to the home he had made without consulting her, and that he was spending money producing a music video. When she confronted him about this, Geoffrey Turner confessed that they had overspent on the home renovations by \$60,000. That was the end of the marriage according to Sherri Turner.

[47] The difficulty with putting the date of separation in early or mid October 2023 is that the lengthy email sent by Geoffrey Turner on November 19, 2023, shows a couple who have not yet separated. While the marriage is clearly in crisis, and the parties are trying to sort out their financial issues, they are trying to make the marriage work. Sherri Turner's brief response to that email apologizes to Geoffrey Turner for hurting him. In Geoffrey Turner's response to this he apologizes as well and says that they have to stop hurting each other, "...or there is no point staying together."

[48] So, the cashing out of her RRSPs might simply have been Sherri Turner's way of trying to resolve the most recent financial crises in order to save the marriage. It must be kept in mind that these parties had refinanced the mortgage on

their matrimonial home a number of times over the course of the marriage to resolve financial crises. Geoffrey Turner says that both parties overspent and did not keep a careful enough eye on their finances; while Sherri Turner tends to blame Geoffrey Turner's financial habits for the financial crisis. The original refinancing of the Home prior to their marriage was for \$81,000. By the time they sold the Home the mortgage was up to \$500,000.

[49] Lastly, the debt would have been matrimonial debt that both parties would have been equally responsible for regardless of whether they paid that from matrimonial or non-matrimonial assets. Sherri Turner may have simply been opting to use her non-matrimonial assets (more precisely, exempt assets under the cohabitation agreement) to pay off her share of the matrimonial debt. After she cashed in her RRSPs to pay down the debt, she then realized that some of the debt, at least, had to do with Geoffrey Turner's personal hobbies and not so much matrimonial purposes. However, at the time she was cashing in the RRSPs, she fully understood that these debts were matrimonial.

[50] It should be noted as well that Geoffrey Turner cashed in his own RRSPs to pay down this debt, although it was slightly less than 1/3 of the amount cashed in by Sherri Turner.

[51] Geoffrey Turner argues that some of what Sherri Turner says misrepresents and misconstrues the evidence. For example, Sherri Turner tries to make much of the fact that Jeffrey Muttart's second affidavit was withheld from them. Geoffrey Turner points out that Jeffrey Muttart copied Sherri Turner in the email that attaches his second affidavit. So, she was well aware of it. However, this evidence is insufficient for me to draw any adverse inferences about Sherri Turner's credibility.

[52] As I commented before, I cannot rely upon paragraph 14 of the cohabitation agreement requiring all changes to be in writing. As I found earlier, I cannot assume that Sherri Turner is a sophisticated litigant who would have been consciously aware of paragraph 14 of the cohabitation agreement at the time the parties decided to tear it up.

[53] Geoffrey Turner suggests that it simply makes no sense for the parties to tear up the cohabitation agreement so shortly after it was prepared and signed by them. The agreement was executed on February 22, 2002. Sherri Turner says that the cohabitation agreement was destroyed by them that summer; therefore, no more than six or seven months later. She says that the parties had recently become engaged when they came across the original copies of the cohabitation agreement while organizing the files in the attic. They mutually agreed to destroy them as,

now that they were engaged, they felt it was no longer necessary or relevant because they would be combining finances.

[54] This strikes me as a very short turn around time between having the cohabitation agreement drafted and signed to then tearing it up. It must be kept in mind that Sherri Turner had very recently been through a divorce and Geoffrey Turner was entering into this cohabitation agreement at her request. She states in her evidence that she wanted to protect her assets which were more valuable than the net equity in the Home at that time. Further, Sherri Turner was aware Geoffrey Turner had recently had to pay off a claim against the Home by a former partner. In the summer of 2002, both parties were cognizant of the frailty of relationships and the cost when they fail.

[55] By the summer of 2002, there would have been no change in the financial position of the parties. That is, Sherri Turner's assets still would have been more valuable than Geoffrey Turner's at that point. By tearing up the agreement, Sherri Turner would have been opening herself up to a claim to half her more valuable assets. She also would not have been entitled to exclusive possession of the Home for six months after separation. Also, I agree with Geoffrey Turner that the fact that the parties were about to marry only reinforces the notion that Geoffrey

Turner's claim to half of Sherri Turner's more valuable assets would be even stronger.

[56] Sherri Turner says that marriage was not contemplated when the cohabitation agreement was created. I take her point that there was no proposal or engagement at that point, and perhaps the parties had not thought about marriage yet; however, paragraph 5 of the agreement specifically contemplates that the cohabitation agreement would prevail even if the parties did marry.

[57] All that being said, it could very well have been that the parties, caught up in their recent engagement, happened upon their cohabitation agreement and spontaneously decided to tear it up together. While Geoffrey Turner strikes me as a spontaneous, dreamer personality, Sherri Turner strikes me as someone who has more of a planned and deliberate personality. She is someone who worries that they "...can't afford dreams," as she says in her email response to Geoffrey Turner in November of 2023. Certainly, initiating a cohabitation agreement is not a spontaneous act but more planned and deliberate.

## **DECISION**

[58] Sherri Turner has not satisfied me on a balance of probabilities that the cohabitation agreement was mutually destroyed by the parties in the summer of

2002. The burden is hers. Her evidence has not convinced me to accept that Geoffrey Turner's credibility is suspect. Similarly, Geoffrey Turner's evidence regarding Sherri Turner's credibility has not convinced me that her evidence is any less trustworthy. However, the timing of when Sherri Turner says the cohabitation agreement was mutually destroyed does leave me with some doubt about her version of events.

[59] Therefore, I find that the cohabitation agreement was not mutually destroyed by the parties and is, therefore, binding on both parties. Now that this important aspect of the case has been resolved, I am hopeful that the parties can resolve all the other outstanding issues between them. In any event, the parties return before me for a 30-minute Conference on April 21, 2026, at 12:00 pm.

Sheppard, J.