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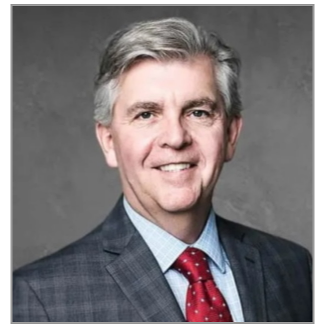
Oh no! I won the lottery! | Michael Cochrane

By **Michael Cochrane**



Michael Cochrane

Law360 Canada (January 23, 2025, 9:20 AM EST) -- A lottery win is a once in a lifetime cause for popping champagne corks right? As can be seen from the recent B.C. case (*Nagar v. Mann,* 2025 BCSC 38) in which a group of co-workers fought over a $2 million BC/Lotto 49 win, sadly, popping a cork is not for everyone.

Over the past 15 years I have had many interesting opportunities to represent a variety of individuals involved lottery disputes. I have sat with distressed men and women who swore on the proverbial stack of bibles that they did indeed make their weekly contribution to the lottery pool and of course they are entitled to a share of winning pots that have ranged from $50 million to just a few hundred thousand dollars. I tried to console the man who wept as he swore he was the holder of the famous “missing winning ticket” that was about to expire — ticket he was certain he had left in his work overalls … but put through the wash. If only …

There are dozens of stories of missed opportunities but also many successes too, like the fellow who was told by the lottery group leader on a Tuesday to give him $3 and put his name on the lunchroom list for the upcoming 6/49 draw. Having done exactly as told on Tuesday he was informed a week later that sadly he had put his name on the list for the Saturday 6/49 draw, not the Wednesday group list — the one that happened to win big. The list he had signed said nothing about Wednesday or Saturday and his money had been in the group leader’s pocket when he bought the Wednesday 6/49 tickets on Tuesday evening. There was a struggle, but I got him his full share of the Wednesday win.

And then there was the group that signed a detailed contract to play a fixed set of numbers Saturday night in the Lotto 6/49. For 20 years my client, the group leader, played those numbers every Saturday night and dutifully reported to the group in detail after each draw as they won a few dollars or free plays here and there.

But then something happened.

The group leader was at Sobeys with his wife one Wednesday evening. He had the group’s long-standing numbers in his hip pocket. Well, why not? He bought a ticket using those numbers and his own money. He won of course and all hell broke loose. The group sued. Those were our numbers. Contract said Saturday. He had used his own money. Did the group “own” the numbers? As I explained to the judge in Milton Superior Court one morning, “Your Honour, you could have played those numbers. No one owns lottery numbers.” Case dismissed.

The disputes arise in a variety of ways but more often than not the issue is whether a person is in the group and has paid. Many problems would be avoided if those involved in office or workplace pools would use the free Group Play Forms and Group Leader guides provided by lottery corporations.

But when they don’t use those forms and a court is required to consider evidence of the group’s past efforts I look for patterns based on the following:

1. Has there always been the same group leader?
2. Have the same people been in the group?
3. Has the group always played the same lottery?

4. Has the group always played the same numbers?
5. Has the leader always shared copies of tickets with the group members?
6. Has the group leader or have group members kept any tickets, records of draws and member participation?
7. Has the group always followed the same process for collection and reporting?
8. Has the group leader always purchased tickets at the same place?
9. Has the group shared free plays and rolled over small winnings into the next draw?
10. Has the leader or group members covered for other members who missed a weekly contribution and then been reimbursed?
11. Have members of the group made lump sum contributions to cover multiple draws?

These are not mandatory requirements for a finding that there was membership in a group, but there is often enough evidence to suggest to the court that this was not simply a one-off ticket purchase.

In the B.C. case the judge found that there had not been consistent group leadership nor consistent purchases or membership. And fatally to the plaintiffs' claim, the defendant had purchased the ticket with his own money and had the debit receipt to prove it. The co-workers sure felt like they were in a group, but there was not enough of a pattern to establish liability by the so-called leader to his mates. Alas, no champagne cork popping for them.

Bottom Line? To avoid group disputes I suggest the following:

1. Use group play forms/ guides.
2. Observe a strict "no pay, no play" rule for each draw.
3. Treat each ticket purchase/ draw as a fresh group. Use a fresh group play form. State explicitly that each draw is its own group. If the group wins a free play or a small amount either disperse the money to members in equal shares or roll it over but only for the benefit of the exact same group. Do not add new members.
4. Group leaders should share copies of tickets with the draw's members.
5. Avoid lump sum payments from members to cover multiple draws.
6. If you are the group leader I would suggest you state explicitly that you accept no liability in the event you are unable to purchase tickets as planned.
7. And sorry, but don't expect there to be any talk of moral entitlement. Winners can get quite legalistic.

The good news? Play the lottery. Play responsibly. Why not? People win — I meet them all the time.

Michael Cochrane is Counsel to Brauti Thorning LLP in Toronto. He is the author of several family law works, including Family Law in Ontario for Lawyers and Law Clerks (Thomson Reuters), Surviving Your Divorce (6th ed) (Legal Intel) and the recent trilogy novels, Night Soil and Night Soil II: Inferno, about a nasty Toronto divorce lawyer who is so bad he's good (www.michaelcochrane.ca).