

**NOVA SCOTIA COURT OF APPEAL**  
**Citation:** *LeBlanc v. LeBlanc*, 2026 NSCA 8

**Date:** 20260204  
**Docket:** CA 550258  
**Registry:** Halifax

**Between:**

Elena LeBlanc

Appellant

v.

Alain LeBlanc

Respondent

**Judge:** Farrar, J.A.

**Motion Heard:** January 29, 2026, in Halifax, Nova Scotia in Chambers

**Held:** Motion dismissed

**Counsel:** Elena LeBlanc, appellant in person  
Alain LeBlanc, respondent in person

## **Decision:**

### **Background**

[1] On October 24, 2025 the proposed appellant, Elena LeBlanc and her now ex-husband appeared in the Supreme Court, Family Division, in Truro before Justice Terrance G. Sheppard for a settlement conference in an attempt to resolve certain issues related to their marital breakup.<sup>1</sup> Ms. LeBlanc was represented by Daniel Roper and Mr. LeBlanc by Gloria Ayemere.

[2] At the time of the settlement conference, the parties had been separated for approximately 10 years.

[3] The conference lasted from approximately 10:00 a.m. to 4:35 p.m. At around 4:00 p.m. Justice Sheppard went on record and indicated the parties had reached a settlement. He then read the terms of the settlement into the record. The judge asked each of the parties, personally and individually, whether they understood the terms of the settlement and agreed to them. Both Ms. LeBlanc and Mr. LeBlanc acknowledged their understanding and agreement.

[4] Mr. Roper was tasked with drawing up the Consent Corollary Relief Order (Consent Order) and was to send it to Ms. Ayemere for any comments.

[5] On November 19, 2025 the judge issued an order titled “Consent Corollary Relief Order”. The Consent Order reflects the terms of settlement the trial judge read into the record. One of the terms of the Order provided:

#### **Property Division**

5. All property and debts have been divided by the parties and each shall retain possession of property now in his or her possession and will each be responsible for his or her own debts.
6. No equalization payment is owed by either party to the other.

[6] Ms. LeBlanc now seeks to appeal the Consent Order. However, she did not file her appeal within 30 days of the date of the Consent Order as required by the *Divorce Act*<sup>2</sup> and the *Civil Procedure Rules*. As a result, she made a motion in Chambers on January 29, 2026 to extend the time to file a Notice of Appeal.

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<sup>1</sup> A transcript of the settlement conference was not available. As a result I listened to the recorded portions of it.

<sup>2</sup> RSC 1985, c 3 (2nd Supp).

[7] For the reasons that follow, I deny the motion.

**Evidence**

[8] In support of her motion, Ms. LeBlanc filed two affidavits, one date-stamped January 20, 2026 and the other date-stamped January 22, 2026. At the hearing of the motion she provided a third affidavit, dated January 28, 2026, which I accepted for filing.

[9] In her January 20, 2026 affidavit she sets out when she formed an intention to appeal as follows:

7. I hereby confirm that I have a genuine intention to appeal and that I first formed such an intention on the 5<sup>th</sup> of December, 2025, following a Serious Domestic Incident involving the Respondent which had occurred the previous weekend.

[10] The affidavit does not explain why this incident gave rise to her forming an intention to appeal the Consent Order. However, in her oral submissions on the motion she explained the only reason she entered into the settlement agreement was so she could have peace in the family. However, she was continuing to be harassed by text message threats, vandalism and her children were subject to trauma. As the rationale for entering into the settlement agreement was not realized, she decided to appeal it. She said she would never have made the concessions that she did, particularly with respect to the matrimonial home, if she knew she would continue to be harassed.

[11] The January 20<sup>th</sup> affidavit also sets out what she wishes to appeal:

**Order Appealed:**

The Property Division Section on Page 4 of the Corollary Relief Order

[12] Her grounds of appeal are as follows:

**Appeal Grounds:**

Unequal Division of Marital Property is not Lawful but the Appellant simply wanted peace.

Extreme Stress: On 23 October, 2025, the day before the Settlement Conference, the Appellant forgot food on her stove resulting in a House Fire at the Rental of 80 St. Ninian St in Antigonish NS

[13] Her January 22, 2026 and January 28, 2026 affidavits outlined incidents which she says contribute to her inability to file her appeal within the 30-day time limit. She attributes her inability to file her appeal on time by:

1. Threats and vandalism at her home;
2. New trauma to her children; and
3. A health crisis with one of her children.

[14] The Consent Order and the comments of the judge on the record at the settlement conference foresaw the potential for one or the other of the parties seeking to vary the settlement agreement. The following provision was included in the Consent Order:

**Future Variation Applications**

8. If either party applies to vary this order, that party will need to seek leave to demonstrate a material change in circumstances before the variation application may proceed.

[15] Ms. LeBlanc does not seek to set aside any other provisions of the Consent Order other than the one relating to the division of property.

[16] In essence, she is asking this Court to allow her to vary what was agreed to by the parties.

**Analysis**

[17] Ms. LeBlanc is familiar with the principles governing a motion to extend the time for filing an appeal. In *LeBlanc v. LeBlanc*, 2024 NSCA 13 she made a similar motion which was denied by Justice Anne Derrick. Justice Derrick set out the principles as follows:

[10] The factors to be considered in the exercise of discretion to grant an extension of time are well-established: the applicant must have demonstrated a *bona fide* intention to appeal within the appeal period; they must have a reasonable excuse for the delay; the question of prejudice to the opposing party must be addressed; and the merits of the proposed appeal assessed. "Ultimately, the discretion must be exercised according to what the interests of justice require" (*R. v. R.E.M.*, 2011 NSCA 8, para. 39; *Farrell v. Casavant*, 2010 NSCA 71).

[18] Ms. LeBlanc's evidence was she formed a genuine intention to appeal following a domestic incident on December 5, 2025. Even if I were to accept that Ms. LeBlanc formed an intention on that date, it is not sufficient to ground an appeal of the Consent Order.

[19] Ms. LeBlanc's proposed appeal is devoid of any merit. Ms. LeBlanc clearly understood the terms of the settlement and agreed to those terms at the settlement conference. She does not dispute the Consent Order accurately encapsulates what was agreed.

[20] In *Majaess v. Majaess*<sup>3</sup> and *Kedmi v. Korem*,<sup>4</sup> this Court dismissed appeals where the issue related to a settlement reached in a settlement conference. In those cases the parties reached agreement and the settlement was read into the record and agreed to by the parties. As in this case, the terms of the agreement in *Majaess* and *Kedmi* were clear and complete and there was no issue of fraud or duress.

[21] Neither of Ms. LeBlanc's grounds of appeal disclose an arguable issue. Her first ground of appeal suggests that there an unequal division of property. There is nothing on the record which suggests that is in fact the case, nor is there any evidence that there were any conditions placed on Ms. LeBlanc's agreement to that clause. Further, she is only seeking to appeal one clause in an omnibus order which contains conditions that were negotiated during the course of the settlement conference. One clause of the settlement agreement cannot be excised to the exclusion of all of the other clauses. This ground of appeal has no reasonable chance of success.

[22] Her second ground of appeal relates to stress she suffered as a result of having forgotten food on her stove the day before which resulted in a house fire. Justice Sheppard canvassed with both parties prior to the commencement of the settlement conference whether they wished to proceed, and there was no indication of any issues with respect to Ms. LeBlanc's ability to actively participate in the conference. Further, it was not the stress which caused her to want to appeal but rather an event which occurred a month and a half later which triggered her intention to appeal.

[23] Again, her second ground of appeal has no reasonable prospect of success.

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<sup>3</sup> 2004 NSCA 9.

<sup>4</sup> 2012 NSCA 124.

[24] In her Notice of Appeal Ms. LeBlanc makes reference to two cases which she says support her right to appeal: *Arnston v. Arnston*<sup>5</sup> and *Miner v. Miner*<sup>6</sup>. Neither of these decisions is an appellate decision.

[25] The *Arnston* decision is a decision of the Alberta Court of King's Bench. It involved a question of whether the terms of a settlement agreement had been complied with - it was a motion to amend pleadings to allow one of the parties to enforce a settlement agreement, not to set it aside.

[26] In *Miner*, a decision of the New Brunswick Court of Queen's Bench, there was a motion to extend the limitation period to request an equitable division of matrimonial property. The parties entered into an uncontested divorce in 2009 where Ms. Miner received \$5,000.00 as an equalization payment in satisfaction of the provisions of the *Marital Property Act*.<sup>7</sup> Ms. Miner was seeking to reopen the division of property under that *Act*. The court dismissed her motion.

[27] It is also to be noted that both of these cases were adjudicated in the same court from which the original Orders were granted. Neither support Ms. LeBlanc's attempt to appeal the settlement agreement.

[28] Finally, to allow Ms. LeBlanc's attempt to appeal would be an end run on the provisions of the Consent Order. As set out above in Clause 8, in order to vary the Order she would be required to show a material change in circumstances and seek leave of the court. If there has been a material change in circumstances after the settlement was entered into, Ms. LeBlanc's remedy is before the Supreme Court Family Division.

## **Conclusion**

[29] For these reasons the motion to extend the time for filing a Notice of Appeal is dismissed.

[30] As Mr. LeBlanc did not appear, nor make any submissions on the motion, I would not award costs.

Farrar, J.A.

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<sup>5</sup> 2025 ABKB 355.

<sup>6</sup> 2013 NBQB 103.

<sup>7</sup> R.S., c. 275, s. 1.

