

SUPREME COURT OF NOVA SCOTIA
(FAMILY DIVISION)

Citation: Leclerc v. Leclerc, 2013 NSSC 268

Date: 20130823

Docket: 1206-006153

Registry: Halifax

Between:

Pamela Leone Leclerc (Aspden)

Applicant

v.

Joseph "Marc" Daniel Leclerc

Respondent

Addendum to the Decision of September 11, 2012

Judge: Associate Chief Justice Lawrence I' O'Neil

Heard: By Telephone Conference on July 24, 2013, in Port
Hawkesbury, Nova Scotia

Written Decision:

Counsel: Pamela Leone Leclerc (Aspden), Self Represented
Joseph "Marc" Daniel Leclerc, Self Represented

By the Court:

[1] Following release of the decision, *Leclerc (Aspden) v. Leclerc*, 2012 NSSC 321 herein, the parties requested a conference to deal with implementation of the decision. A telephone conference was originally scheduled for April 18, 2013. Although arranged on that date, it did not occur because Ms. Aspden's phone line was inoperable. The telephone conference took place July 24, 2013. Ms. Aspden was in Sydney; Mr. Leclerc in Alberta and the court recorded the discussion in Port Hawkesbury.

[2] A number of issues were raised and discussed. The court explained that it was not in a position to revisit conclusions it reached absent both parties consenting to a change in a finding to be reflected in the order.

[3] The court was told that the former matrimonial home sold in the fall of 2012 and proceeds of sale in the amount of approximately \$46,000 remain in trust with Mr. Leclerc's real estate lawyer in Sydney, pending the issuance of an order herein.

[4] Among the issues discussed and conclusions reached as a result of the conference call were the following:

Ongoing medical and dental coverage

[5] The court did not, as part of its decision, order that Mr. Leclerc continue to provide ongoing medical and dental coverage for Ms. Aspden even if this was possible as a result of his terms of employment. Ms. Aspden wanted the court to now order this benefit. The court declined to do so.

Life Insurance

[6] Mr. Leclerc agreed to continue Ms. Aspden as a beneficiary of his life insurance available as a term of his employment. This will now be included in the Corollary Relief Order.

Lawsuit Proceeds

[7] Ms. Aspden abandoned a claim for the potential proceeds from a lawsuit initiated by Mr. Leclerc against a third party but unresolved. As part of the discussion on this topic, she was asked to confirm her position on sharing the ongoing costs of litigation and sharing the liability should there be adverse costs rulings. Mr. Leclerc said the lawsuit to recover \$25,000 is dormant.

Vet Records for Dog

[8] No order was made to address this issue given the dog is deceased and the parties did not agree on whether the vet records should be obtained.

Timely Payment of Spousal Support

[9] Ms. Aspden says spousal support payments are often received after the 15th and 30th of each month. Mr. Leclerc says he pays on those days as ordered and the payments are made to the Maintenance Enforcement Office in Alberta. No new order from the court flowed from this discussion. Ms. Aspden confirmed the support is being paid but often received several days or more, after the 15th or the 30th.

Mr. Leclerc's Employment Address

[10] Mr. Leclerc said he keeps the Maintenance Enforcement Office informed of his employment address as required. Ms. Aspden said he does not. No additional order flowed from this discussion.

Sun Life RRSP/Arcelor Mittal Pension

[11] At paragraphs 75 and 76 of the decision, *Leclerc (Aspden) v. Leclerc*, 2012 NSSC 321, the Court treated the Sun Life RRSP and the Arcelor Mittal pension as separate entities continuing to exist. The parties agreed this was not correct and that the Arcelor Mittal pension had been merged with the Sun Life pension.

[12] The order will, therefore, be as requested by Ms. Aspden. Mr. Leclerc will transfer \$15,000 of the Sun Life RRSP to Ms. Aspden by way of a spousal rollover.

Disbursement of the Proceeds of the Sale of the Matrimonial Home

[13] The law firm holding the proceeds from the sale of the matrimonial home in trust is hereby authorized to provide the same to Mr. Leclerc after first paying Ms. Aspden \$16,000. This amount represents Ms. Aspden's share of the equity in the home less Mr. Leclerc's \$4,000 credit for releasing his claim in the motorcycle

and his credit of \$10,000 being the value of an unequal division of the matrimonial property (see paragraphs 18, 74 and 77 of the earlier decision). Should the law firm require a more specific order to accomplish this result, that form of order should be forwarded to me for consideration.

ACJ