

De | Bradley

From: Angela + Andre Bouchard [abouchard8@hotmail.com]
Sent: Sunday, January 29, 2006 8:42 AM
To: dbradley@wilderwilder.com
Subject: Lionel Bouchard

January 29, 2006

Mr. David Bradley, LL.B.
Wilder Wilder & Langtry
Barristers and Solicitors
1500 Richardson Building
One Lombard Place
Winnipeg, Manitoba
R3B 0X3



Dear Mr. Bradley;

I am writing you with my concerns regarding any possible compensation for my father Lionel Bouchard. Dad had a Power of Attorney drawn up by his lawyer, Chris Christianson of Christianson, Christianson Jones law firm in Portage la Prairie sometime during November 2005 prior to his accident on December 16, 2005. Since the accident, my sister Marlene Legaré has been in contact with you to initiate a liability suite against the insurance company of the Blessed Sacrament Church of St. Eustache. With reservations, the majority of our family members including myself agreed to proceed on behalf of our father since he will need continuous medication to stabilize his condition for an extended period of time and will need to be closely monitored for his long term state of health.

I do not believe my father has made sufficient recovery to make decisions on his own. He continues to be under the doctor's supervision with a health nurse monitoring his medication and his mental state. He tires very easily and gets frustrated and confused a lot. He has clearly not made a complete recovery although he was released from the hospital into the care and supervision of the health nurse. He has clearly shown that he can be manipulated mentally. I do not believe revoking the Power of Attorney is in his best interest. I feel very strongly as a family member that Marlene's involvement has shown to be self-serving for no other reason than financial gain. The majority of the family members do not wish to have Marlene represent our father in this matter.

I ask that in the event of a favorable judgment for my father that the money be put in a Trust fund for his care and well being and not for the financial gain of any single family member.

I trust you will use your best judgment in this delicate family matter. Please respond to the family members who have and will be contacting you.

Sincerely,

André Lionel Bouchard
Box 746
Portage la Prairie, Manitoba
R1N 3C2



Email: abouchard8@hotmail.com
Telephone: 857-5000/857-2096

The 11th day of JANUARY, 2006.

BETWEEN:

ANDY BOOCHARD AS POWER OF ATTORNEY
FOR LIONEL BOOCHARD Of the First Part,
- and -

WILDER WILDER & LANGTRY,

Of the Second Part.

CONTINGENCY AGREEMENT

WILDER WILDER & LANGTRY

Barristers & Solicitors

1500 - One Lombard Place

Winnipeg, Manitoba

R3B 0X3

Solicitor: **David M. Bradley**

Telephone: 947-1456

File No: _____



CONTINGENCY AGREEMENT

CLIENT NAME AND NATURE OF CASE

1. I/WE, ANDY BOUCHARD, (hereinafter referred to as "**The Client(s)**") my/our heirs, executors, administrators and assigns, agree to retain the firm of **WILDER WILDER & LANGTRY**, (hereinafter referred to as "**The Firm**") to act on my/our behalf with respect to CLAIM OF LIONEL BOUCHARD VS. ST. BUSTACHE CATHOLIC CHURCH.

DESCRIPTION OF SERVICES

2. **The Client(s)** authorizes **The Firm** to act on my/our behalf in any manner it deems necessary and, more particularly, but without limiting the generality of same, to use its absolute discretion to:
- (a) investigate the circumstances of this matter and to initiate and take all steps towards advancing whatever action, or actions, **The Firm** deems advisable;
 - (b) retain or employ such counsel, agents, medical or other experts as it shall deem expedient and necessary;
 - (c) attempt settlement when possible; and
 - (d) appear in court from time to time on preliminary matters and in conducting **The Client(s)**' case at trial.

FEES

3. It is expressly understood and agreed that, in the event nothing is recovered as a result of any action launched, **The Firm** will charge no fees to **The Client(s)** except that **The Client(s)** will be responsible for all disbursements and Goods and Services taxes incurred. Should there be any recovery either by way of settlement or as a result of an action launched, then **The Firm** is to receive and shall be paid out of the proceeds of said settlement or judgment as its fees 33 1/3 % of the gross amount recovered, along with all disbursements and Goods and Services taxes. It is further understood and agreed that in calculating its fee, **The Firm** will deduct from the gross figure any amount received from the defendant(s) or third parties herein on the defendant(s)' behalf towards disbursements incurred to arrive at the base figure for calculating the fee owing.
4. **The Client(s)** understands and has been informed that **The Firm** may be employed under other fee arrangements, whereby **The Firm** is compensated for reasonable value for its services, such as on an hourly basis, but **The Client(s)** chooses to hire **The Firm** on the contingency fee basis detailed herein.

DISBURSEMENTS

5. **The Client(s)** agrees to indemnify and save harmless **The Firm** from any and all orders of the Court with respect to costs which may be assessed against **The Client(s)** in

connection with this matter and from any expenses incurred with respect to disbursements and incidental costs reasonably incurred on **The Client(s)**' behalf by **The Firm**, including all Goods and Services taxes. **The Client(s)** further undertakes to pay all accounts for disbursements, including all Goods and Services taxes, rendered by **The Firm** upon receipt of same.

INTEREST

6. If any account is not paid within one month after the date of delivery to **The Client(s)**, interest will be charged thereafter on a monthly basis on the outstanding balance at the interest rate prescribed from time to time by Section 161 of The Income Tax Act (Canada) pursuant to the provisions of The Court of Queen's Bench Act.

RETAINER/TRUST TRANSFERS

7. **The Client(s)** agrees to provide an initial retainer to **The Firm** in the amount of \$200 and further retainers when required, to be placed in **The Firm's** trust account, and **The Client(s)** hereby authorizes the transfer from **The Firm's** trust account to its general account of all or so much of said retainer as may from time to time be necessary to reimburse **The Firm** for expenses incurred or interim accounts submitted. Alternatively, **The Client(s)** hereby authorizes payment by **The Firm** of said expenses directly from any monies held by **The Firm** in trust on **The Client(s)'s** behalf.

TERMINATION OF LEGAL SERVICES

8. **The Client(s)** agrees that should he/she/they decide to discontinue his/her/their action at any time against the advice of **The Firm** or should **The Client(s)** decide to terminate **The Firm's** services before this matter has been completed, then **The Client(s)** will pay to **The Firm** fees based upon the general factors to be considered upon an assessment of fees and, without limiting the generality thereof, based in particular upon the complexity of this matter, the results achieved, the skill of the lawyers involved and the time expended at the hourly rates charged by the lawyers of **The Firm** who have worked on **The Client(s)'** file, along with all disbursements and Goods and Services taxes incurred. The said fees, disbursements and Goods and Services taxes shall form a first charge on any and all sums received from the defendants or third parties herein by way of settlement or court order and will bear interest as set out above.

SETTLEMENT OF ACTION BY CLIENT

9. If **The Client(s)** settles his/her/their claim directly with the defendant(s) or the defendant(s)' solicitors, **The Firm** will, in that event, be entitled to the fees set out in paragraph 3 of this agreement, plus all disbursements and Goods and Services taxes then outstanding, to the date of settlement. **The Firm** will also have the right, in such event, to terminate its services and to bring an application to be removed from the record as **The Client(s)'** solicitors.
10. **The Firm** also reserves the right, if it determines that **The Client(s)'** claim has insufficient merit either in terms of probability of success or in the amount **The Client(s)** is likely to recover, to not proceed with the action and, in such event, **The Client(s)** will only be liable to pay for all disbursements and Goods and Services taxes incurred to date.

ATTACHED HERETO AND FORMING PART OF A CERTAIN CONTRACT BETWEEN **WILDER WILDER & LANGTRY**, ("the solicitors") and ANDY BOUCHARD, of the TOWN of PORTAGE LA PRAIRIE, in the Province of Manitoba, ("the client(s)") made this 17th day of JANUARY, 2006.

The Law Society Act, C.C.S.M. 1987, Chapter L100 and amendments thereto.

Application for declaration that contract unfair.

58(4) *Where a contingency contract has been entered into, the client may, at any time within three months after payment to, or retention by, the solicitor or barrister of any remuneration provided for in the contingency contract, and whether before or after the payment or retention, apply by way of originating notice to a judge of the Court of Queen's Bench in chambers for a declaration that the contract is not fair and reasonable to the client.*

Declaration avoiding contract.

58(5) *Upon the hearing of the application the judge shall inquire into the facts; and, if it appears to him that the contingency contract is not fair and reasonable to the client, he shall declare it to be void and shall order the costs, fees, charges and disbursements of the solicitor or barrister in respect of the business done to be taxed in the same manner as if no contingency contract had been made.*

Order for repayment of excess costs.

58(6) *Where the remuneration has been received or retained by the solicitor or barrister and exceeds the amount so taxed, the judge shall order repayment to the client of the excess and may give all directions necessary or proper for the purpose of carrying any such order into effect or otherwise consequential thereon as to the judge seems meet.*

Copy received the 17th day of JANUARY, 2006.

Maureen Legaré
Witness

Andy Bouchard

February 7, 2006

Lionel Bouchard
Box 81
Portage La Prairie, MB R1N 3C2

David M. Bradley

Telephone: 204-947-1456
Email: dbradley@wilderwilder.com
Assistant: Renee Poiron
Email: rpoiron@wilderwilder.com

Dear Mr. Bouchard:

**Re: Lionel Bouchard – Injury December 16, 2005 at St. Eustache Church
Our File No. 260005/DMB**

Further to our meeting on January 27, 2006, this is to confirm that you have retained me on a contingency fee basis regarding the above captioned matter.

You will recall that you had previously executed a Power of Attorney in favour of your son, Andre Bouchard, and had instructed him both verbally and in writing pursuant to a letter of January 13, 2006 to retain counsel regarding the incident.

At our meeting on January 27, 2006, you confirmed that you wished me to act for you on the contingency fee basis, pursuant to the agreement which had been executed by Andre on your behalf.

I am enclosing herewith a copy of the letter I have concurrently forwarded to the St. Eustache Church on your behalf. I will advise you of any response received from them or their insurer in due course.

In the meantime, I also confirm your instructions that you wished to revoke Andre's Power of Attorney and appoint your daughter, Claire Demery instead. Accordingly, I had prepared a Revocation of Andre's Power of Attorney and a new Power of Attorney in favour of Claire, which you executed in my presence.

I can indicate that I have discussed the matter with Claire and have concurrently forwarded a copy of the Power of Attorney to her. If you have any questions with respect this please feel free to contact me at your convenience.



As indicated, I would be charging you a flat fee of \$80.00 to prepare the new Power of Attorney and Revocation of your previous Power of Attorney. Accordingly, I am enclosing herewith my Statement of Account in this regard totalling \$85.60 and trust that you will find same in order. The Account has been paid by way of the funds received from your daughter, Marlene at our recent meeting.

Yours truly,

WILDER WILDER & LANGTRY

Per:
DAVID M. BRADLEY
DMB/jm
Enclosure

REVOCATION OF POWER OF ATTORNEY

I, Lionel Bouchard, hereby revoke the Power of Attorney executed in favour of my son, Andre Bouchard, and my daughter, Lynda Staub, on January 10, 2006.

January 27, 2006


LIONEL BOUCHARD


DAVID M. BRADLEY
Barrister and Solicitor
Wilder Wilder & Langtry
1500 – One Lombard Place
Winnipeg, MB R3B 0X3