

**THE QUEEN'S BENCH
Winnipeg Centre**

BETWEEN:

LIONEL ANDRÉ BOUCHARD,

applicant,

LIONEL ANDRÉ BOUCHARD,

applicant,

ANDRÉ LIONEL BOUCHARD and JACK BOCK,

respondents.

Application under *The Court Of Queen's Bench Act, C.C.S.M. c. C280* and the *Court of Queen's Bench Rules 60.03 and 60.09*

SUPPLEMENTARY AFFIDAVIT OF LIONEL ANDRÉ BOUCHARD
SWORN THE _____ DAY OF _____, 2008

LIONEL ANDRÉ BOUCHARD, of the Town of Elm, in the
Province of Manitoba,

MAKE OATH AND SAY THAT:

1. I am the applicant in this Affidavit in support of my application to this Honourable Court for further facts relating to this application that have arisen subsequent to my Affidavit sworn on July 4, 2006.

HOOK & SMITH
Barristers and Solicitors
201 - 3111 Portage Avenue
Winnipeg, Manitoba
R3K 0W4

2. I have personal knowledge of the facts hereinbefore deposed to by me except where such facts are stated to be on information and belief in which case I verily believe such facts to be true.

Winston F. Smith, Q.C.
Ph: 885-4520
Fax: 837-9846
File No. 11090S

troubled her so, that she promptly flew out January 8 to investigate for herself, as she felt I was in danger and she feared that, unless intervened, Andy would make good on his threat to commit me. Andy tried from the very beginning to have psychiatrists interview me in hopes of using the head injury, which as anyone knows takes time to heal, as a basis to have me committed.

5. An enquiry at Portage Land Titles revealed that on December 14, 2005, two days before my fall, Andy and his wife had put a \$185,000 mortgage on their properties in Portage La Prairie which was not filed until February 13, two days before physically moving me out of my home in Elie, this being most obvious reason for forcing me out of my home in order to sell the property at the first opportunity Andy saw.

6. In an email to her siblings dated December 29, 2005, my daughter Lynda Staub stated that they wanted to clean out my place against my will but that they would convince me to let them. The next email informs the family that Andy took out a half-ton full of "garbage" out of my home without my permission, with the intention of erasing my life records and memories. I noted that some of my children had basically cleaned me of the majority of my possessions, all my coveralls and other work clothes. Also gone was the one and only souvenir I cherished from my father who died at age 46 from a heart attack, a 100 year-old pair of barber clippers that I still used. Andy, his wife Angie, my daughters Lynda Staub and Claire Demery had left me with what they deemed fit for me to have. My personal papers, past appraisals, lot sale documentation, etc., had disappeared, as well as other possessions as itemized in my statement of claim,

and by their own admission in an email, discarded without any respect for me their own father. Later that summer, Andy, as condition of getting paid monies due me, which he did not pay me in any case, insisted I clean the area behind the house. In so doing, I found one of my torn certificates of title buried in the ground which I turned over to my attorney for documentation.

7. While in the hospital, Marlene and I had been on the telephone daily, she relaying my progress to numerous family and friends in B.C. She later told me that she was of the opinion that I was not a "vegetable" as claimed by Andy, and that my memory of past events was excellent, that I simply needed time to recover from the trauma of the head injury which she knew can take from a few weeks to several months depending on the severity - similar to hockey players, football players, etc. Andy had informed her that I would most likely be placed in an extended-care facility and he expressed concern about that cost. He also advised her that the church staff were negligent in not sanding the sidewalk that day as the carpet had just been cleaned and staff did not want sand tracked in before Christmas. Andy, in already having made a few calls to witnesses, determined that I had a very good claim as I was unconscious for over half an hour, bled profusely, and had to be stabilized before being transported to Emergency by ambulance. It was noted that three other parishioners had also slipped that afternoon.

8. On several different occasions, Andy and Lynda had showed up after visiting hours to try to force me to sign paperwork. It was to the point where, that I, on one occasion, locked myself in the bathroom for an hour hoping they would give

up and leave which they eventually did. In another email from Lynda to family, she relayed Andy making fun of me, yet not disclosing the reason as to why I was hiding from them. I felt pressured as they were coercing me to sign papers which greatly troubled me; all the while I was supposed to be recovering from a head injury, so much so that I resented and no longer trusted either Andy or Lynda. Andy had been making fun of me to the nurses, similar to what he does when he ridicules me to my late ex-wife which I am told deeply grieved her, and that she did not approve of my being moved to St. Eustache. Marlene witnessed one of these unflattering conversations at the nursing station and countered with a letter of her own to the hospital. Andy told a very good friend, as well as my daughter Marlene, that he had already been looking at mental facilities in Portage to place me.

9. I recall telling Marlene that a church committee member told me that I should be able to collect \$7,000 from the insurance company for negligence, at which point she advised me to retain a lawyer as we did not know if there would be lasting effects from the head injury or what care I might possibly require in the future. Through the internet, she located the name of an attorney in Winnipeg who specializes in personal injury suits.

10. On January 11, 2006, in the hospital cafeteria, for over ¾ of any hour, I recall adamantly refusing to sign a power of attorney drawn up by the law firm Christiansen of Portage the previous October, which I had not returned to finalize after having second thoughts. On this day, Andy and Lynda, along with other family members, were in attendance with a friend as stated in Lynda's email –

injuries. Andy in his own admission to attorney David Bradley revealed that "for whatever reason, he did not follow up" with respect to my roommate's request to get me medical attention. I did not see any family members until I drove myself four days later to Rosser to my daughter Lynda's for Christmas supper, at which time, it was quite evident that I could not tolerate any noise. The next day in calling Emergency, they recommended I be brought back for further evaluation.

12. On January 23, my son Andy and daughter Lynda informed me that I would not be discharged until I agreed to move to the St. Eustache Manor - a low rental housing complex, and told that I had no option but to agree if I wanted to get out of the hospital. The reason they stated was that it was to get "home care" and pressured me into signing a rental agreement. They also told me that I could return to my home in the spring. This made no sense whatsoever as my home in Elie is $\frac{3}{4}$ mile from the #1 Highway, and six miles closer than St. Eustache for home support. In addition, Andy and Lynda told me that home care did not go to St. Eustache, a statement I later learned to be false and was the basis for my move. The units at the Manor consist of one long room that doubles as a kitchen and living room and another very small bedroom, a far cry from what I was used to. I concluded there would be no room for my freezers to store the pickerel I sell to supplement my meager pension and is also a form of socializing for me. If I moved, I would not be able to enjoy the quiet peaceful country life in my modest, cozy, two-bedroom rancher that I built after my divorce and the homestead that I had become accustomed to for the past 50 years, nor my garden, nor allowed to hunt on the river as I have since age 11, as I pride myself in keeping the beaver

and crow population under control, much to the appreciation of the neighbors. There are no amenities to speak of in St. Eustache. All the medical facilities are in Elie. The daily drive would have meant more gasoline expense in my older gas-guzzling van. The majority of my friends live in Elie, where I have lived for the past 85 years. For these reasons and after sleeping on it, the next morning I called my daughter Lynda Staub at Winnipeg Land Titles office and informed her that I would be going home and not to the Manor. Lynda then fired off an email to the rest of the family advising them that she had a problem "Dad did not want to go to St. Eustache". When my daughter Marlene called me that night after receiving the email, I advised her that I was happy, that I had made up my mind, and had decided that I was going home and that I had "rights". Andy intercepted the call, upset at her, stating that everything was fine until she interfered! Sensing that I was being manipulated, Marlene was on the next plane three hours later to Winnipeg to see me, knowing that in my vulnerable state I would have no choice but succumb to Andy's bullying tactics if not supported in my desire to return to my home. She had already witnessed Andy's display of temper in the hospital the week prior. Marlene's natural instinct was to protect and assist me.

13. The next morning, January 27, after reaffirming my intentions to return home, I was discharged in Marlene's care for home support until arrangements could be switched from St. Eustache to Elie. As Andy had stripped me of all my keys, I had to secure a spare key from a friend in Winnipeg in order to get into my home. In addition, Andy had taken my VISA card, so our first stop was to draw money

from my bank in Winnipeg in order to purchase cleaning supplies for home support as well as groceries.

14. Then as David Bradley, of Wilder and Wilder, had arranged to come to meet me at the hospital, I went directly to his office instead. It was at this time that it was brought to my attention that I had been deceived into signing a power of attorney in favour of Andy and Lynda. Shocked and unsettled to learn of this underhandedness, I was furious and ashamed that Andy and Lynda would do this to their own father. I immediately revoked their power of attorney. Exhibit X A new power of attorney was drawn up in favour of another daughter, Claire Demery, of Teulon, which I later learned was just as grave a mistake as she was of the same mindset as Andy and Lynda. I asked Marlene to safeguard the document she had paid for, to be used only in the event I was ever incapacitated. Upon returning home, I left a message with Manitoba Housing in Portage cancelling the room, and followed up with a fax on Monday morning. Exhibit X
15. Later that night, Andy, absolutely beside himself that I had managed to get into my home, disrespectfully barged in my home three times, using the same key he had taken from me at the hospital. At one point, he informed me that he was taking my van to Portage with the pretense of servicing it when I normally have it serviced in Elie. I repeatedly told him that I did not wish to move and was staying in my home. Andy then informed me that the fridge had not been working for the past month, that he was aware of it having received a call from my roommate, had not taken care of his responsibility but

rather chose to do nothing about it. The next day, I called Andy in Portage to request that he pick up a new fridge and to charge it to my Visa if need be. However, he arrived with a very small bar fridge, half the size of my regular fridge. Our agreement when I sold him the second half of the property in September 2002, was that he would be responsible for any major maintenance issues in the home though my experience was that I could not get Andy to repair or replace anything, and that after waiting periods of time, I had to break down and take care of any repairs myself, most recently the boiler elements used to heat the place, as well as the cost of the roof which he refused to reimburse me.

16. Andy then proceeded from my place to St. Eustache to ensure that a room was still available and reported to the residents that I required 24/7 care and that I no longer had any vehicles, both completely false. This Marlene discovered when following a hunch, she went to the Manor. That is when I realized that Andy had no intentions of allowing me to stay in my home; however in an email to other family members, Andy's wife Angie reported that I could stay on the farm rent free and would not be moved.

17. Saturday night, Andy called stating that there would be a "family reunion" at the Holiday Inn banquet room the next morning as my brother and his wife were in from Kenora. I felt pressured to go, just happy to be back home. However Andy insisted it was not a "set-up" and that as proof he had a birthday cake which he wanted me to have at the St. Eustache Manor later

that afternoon, at which point I suspected he had his own motives and a hidden agenda.

18. Sunday morning Andy arrived early, again barging in using the key he took from me at the hospital, only to find my daughter Leona Bouchard, of Calgary, on my cellular frantically calling to warn me that Andy had made arrangements to force me from my homestead to have me moved to a low-rental facility further out in St. Eustache. Apparently my youngest daughter, Doreen Bouchard of Winnipeg, had been called by Andy three times that Sunday morning, this despite their not being on speaking terms for the past several years as a result of his admitted well-known transgressions towards her while in her teens, demanding that she attend a family meeting at the Holiday Inn. Doreen called Leona to voice her displeasure and refused to partake in the conspiracy. In fact, she, as well as Leona, stated that they were in total agreement with my daughter Marlene bringing me home and they saw no reason for me not to remain at my home and that they were not in favor of Andy and his plans to relocate me. After handing Andy the cellular phone to speak to Leona, he stormed out of the house with my only telephone. On his way out, he grabbed Marlene's cellular phone, her binder which contained the new power of attorney and drove off to Winnipeg. As he had refused service the day before, the revocation of power of attorney had been posted outside my door in anticipation of his arrival that morning on his way to Winnipeg.

19. This is when I first realized that Andy would stop at nothing in his quest to evict me and seeing his reaction at being exposed for his plot by his two sisters, and this after our vehicle was stuck in the snow and my being left with no means of communication, in the middle of winter, I decided to press charges at Headingly on the way to the banquet room. The RCMP saw fit to put "No Contact" orders against Andy in favour of myself and my daughter and charged Andy with two counts of theft under \$5,000.
20. At the Holiday Inn, I was confronted by two very angry daughters - Lynda Staub and Claire Demery as Andy had just been arrested by Winnipeg Police. After making a scene, and in an attempt to separate us, Claire forced me into Lynda's car at the front of the hotel while other relatives who obviously had not been told the truth as to what had just taken place at my home confronted and surrounded Marlene.
21. This incident was witnessed by a good friend of mine, who was appalled at the way I was being treated in the restaurant and had, over the years, witnessed, as well as other neighbors, Andy screaming at me and threatening me on the farm, all very much aware and on repeated occasions witnessed Andy's explosive temper and total disrespect for me. This friend while cleaning one day in one of the bedrooms, overheard Andy stating that he wanted to buy my property and that I could remain in my house for the rest of my life. She also was witness to the fact that I had difficulty over the years collecting monies due me from Andy and that he had taken financial advantage of me.

22. On one occasion, when I returned from hauling grain dryers in the States, I arrived home to find Andy removing my best trees on the property which he traded for flooring in his cabin at the lake. The market value of those cultured trees was \$85 each. The tree removing machine and driver quickly disappeared when I arrived. Andy offered no explanation or restitution for the estimated 20 trees or so. Another incident, prior to being a partner in the property, I was home one day when a building mover from Oakville delivered a shell of a building which Andy placed on my property, again this without my prior consent. I have to note here that even as a youngster, Andy was very difficult to handle and usually got his way, stole farm gas from me, etc. Noted by one teacher was the fact that Andy was very well-known for "working behind the scenes" and has mastered twisting any truth into a lie.

23. On January 29, 2006, when reporting the theft at the Headingly Detachment, I was assured that Marlene could remain at my home to tend to my care, this after explaining the situation. Andy then called the RCMP insisting that Marlene leave my home as he had faxed the land title deed which neither addressed my life estate or mortgage. Out of respect for myself, my daughter Marlene left, this after Angie – Andy's wife swore at her and called the RCMP. Lynda Staub, along with Claire Demery, had already removed her suitcase, put it out in the snow, locked the front door to my home, this while I waited for her return from picking up our cellualars at the Headingly Detachment which Andy had in his possession when arrested at the banquet room in Winnipeg. Marlene was forced to spend

days with me, Marlene had brought up some minor maintenance and safety issues, for example, leaky tap, curled linoleum in the bathroom, slippery outdoor matt, missing fire extinguisher, adjustment required to both front and back sensor lights,, nothing that warranted my removal from my home for a six-month period as Andy later stated was the reason for my move. However, it did coincide with rumours I heard about his merging or subdividing his resort property.

26. At the Headingley RCMP station, in being questioned by Sgt. Gibbs as to why I was being moved, Andy stated that it was "not his idea but the family's". However, earlier on at the hospital, Andy had already informed Marlene that I would never be going back home, and in her questioning Lynda about Andy and our agreement, was informed that the agreement to remain in my home was "only verbal". When Sgt. Gibbs polled my children, all unanimously agreed that my place was in my home, yet all Andy's actions and direct comments to Marlene indicated that he never had any intention of allowing me to return home or of honoring our agreement of 2002.

26. Upon returning to my home for a few brief days, I did not need assistance with housework or with personal needs. The nurse would stop briefly to ensure I was taking my medication properly. Other than that, the only restriction was that I not drive until I got clearance from my family physician two weeks later, meant as a precautionary measure for anyone hospitalized I am told, yet that was not the case after being discharged 24 hours after my initial admittance to Emergency whereby I drove immediately for one week.

27. On February 15, 2006, Bruce Jamieson conducted an assessment of my ability to look after myself this after the Judge in Portage dismissed four peace bond applications initiated by Andy against my daughter Marlene in an attempt to ensure that she would not escort me to a lawyer, as being a certified financial planner, and experienced in business, she immediately saw the abuse that had been going on over the years coming from both Andy and Lynda. In summation, the judge ruled that it was not an Emergency to move me and he recommended a mediator – not a Mental Health worker from the Portage Hospital, who in any case, deemed me quite capable of looking after my own affairs. This assessment occurred on the afternoon after the court appearance at which time Andy, his wife, my daughters Lynda Staub and Claire Demery moved me to the St. Eustache Manor. An email later from Doreen states that Andy repeatedly assured her that I would be allowed to move back on June 1, 2006.

28. In March, at the time I believe that Andy was vacationing in Europe, he had hired a private investigator from the firm Orion to stay overnight with me several nights to “guard me” against Marlene at a time when he nor my other daughters were available, as at that time family members were taking turns 24/7 to ensure I had no communication with Marlene or anyone who could assist me in asserting my rights. The telephone installed in my room was unlisted and Andy posted Marlene's # on the telephone and ordered me not to pick up the telephone if she called. In addition, Andy instructed me not to answer the intercom buzzer for the outside door at the Manor, witnessed by the residents who were also directed to call 911 if Marlene showed up, this after being shown a photograph of her. My

cellular calls where all screened by Andy who had my phone. He then posted a "No Trespass" notice on my home in Elie and on the outside of my door at the Manor against Marlene which so upset the residents that they placed a call to Manitoba Housing who ordered the sign be taken down. I was a prisoner in my own room, not allowed to leave without an escort, even to Church on Sundays unless accompanied by either a family member or friend, this based on Andy's orders. As a Christmas present, my daughter Marlene had reserved a five day cruise to the Bahamas to recuperate in the warm weather, similar to a cruise to Alaska several years prior which I thoroughly enjoyed. However, my children refused to give me the information or to allow me to go.

29. To get away from all the pressure, without informing anyone, I drove myself in sub-zero degree weather for a three-day visit to my brother in Kenora in my old van, proof that I was more than capable of looking after myself.

30. Since this ordeal began, I have come to hear of several other incidents whereby Andy displayed his violent temper. One of these I later learned was after his being responsible for having someone impersonating himself as a lawyer in making a call to Marlene, in order to entice her to attend a job interview while in Winnipeg, where he was immediately fired, that with Andy being in the same room at the time. Afterwards Andy stormed in the restaurant in Elie where my brother-in-law and my daughter were having supper and whereby Andy left in a huff after being confronted about his involvement. Red faced, and furious, on his way out, Andy motioned the sign of "slitting the throat" to a local resident and in the same breath calling out the name "Marlene" which was relayed to her the

next day whereby she reported the threat to the RCMP. When sending a friend to pick up my motor home in the summer of 2008, the individual reported to me that at the meeting he feared Andy would strike him and insisted the RCMP be called in to release my unit. Another individual, a Hutterite friend, reported the same reaction when in having lunch with Andy, at the mention of my name, Andy jumped up from the table and was so incensed that this individual later told me he was sure Andy was going to hit him, which is how mad he was. This is confirmation of how he has treated me over the years when alone with me on the farm. In the summer of 2006, Andy threatened to charge my brother-in-law with trespass if he even as dared drive on his property. Upset at being charged with reckless driving after he ran a friend's gravel truck off the road, he appeared in court with a picture of a totally different road as evidence which the astute judge picked up on. My friend told me if it were not for Andy's arrogance, he would not have laid charges.

31. At a meeting on January 22, 2008, when my son Andy and daughter Lynda attended, the day of my birthday, no cake, no card, no party as mentioned in Andy's affidavit, I was coerced into signing agreements, that, or as Lynda stated "they would have nothing further to do with me anymore if I did not sign". I was asked to turn over my Will to the Cartier Senior Complex Centre for "safekeeping" at a time when Andy was executor, which I have since changed to my sister Madeleine and daughter Marlene. It was at that point that I decided to leave Manitoba and went to B.C.

32. I do not recall having, in conjunction with Andy, Lynda and Claire made a request for a peace bond against Marlene, nor do I recall going to court on February 15. At that time, I was being lied to about my daughter, told that she wanted to move in with me, wanted my money of which I have none to speak of, that she was in big, big trouble in B.C. and that she wanted to burn my place down among other allegations. I was put in a state of fear based on all those lies which I believed at the time, as I was constantly surrounded by three or four family members at all times who repeatedly made unfounded false allegations. It was not until I was in B.C. that I learnt of this peace bond application by reading the court transcript. Those weeks following my discharge are all like a dream, a haze. In hindsight, I verily believe, that I may have been drugged. Lynda's many references of being drugged in her calls on my cellular, accusing Marlene of doing this to me leads me to suspect that they were the ones doing this and not her. Why else would Lynda elude to this repeatedly? My memory is very sharp as I recall events when I was four years old. However, it seems that whenever I am in these children's company, things are fuzzy and I have difficulty recalling events not to mention I find myself very stressed as noted in Bruce Jamieson's report. Also upon return from supper with Andy on August 11, I have no recollection of any discussions with respect to the offer of the house, or bringing in the discharge papers to my lawyer's office which were drawn up by Lynda, yet I recall minute details of our supper, what we ate, etc. I have no other explanation but to conclude that I may have been slipped something at the supper table. Also while in B.C., Lynda had the RCMP come out to check on my

well-being accusing my daughter of holding me against my will, tying me to a bed, feeding me dog food. On the contrary, the RCMP found me to be healthy, happy and well-tanned having just arrived from restful holiday in Arizona. Very suspicious is the fact that I slept over at Andy's for a few nights prior to the Peace Bond Application and from there I have no recollection of going to court that morning until my meeting with Bruce Jamieson at 5:00 p.m. at the St. Eustache Manor. There seems to be a pattern here whenever in these children's company, so much so that I am now apprehensive about being in their presence.

33. Andy has gone to great lengths to ensure that I not return to my home, this despite our agreement when I sold him the Bouchard property which has been in the family over 112 years, Exhibit X, and which, for sentimental reasons, I preferred remain in the Bouchard family, hence the reason I even entertained having Andy purchase the property. In hindsight I see this was an error in judgment as Andy has, over the years taken advantage of my goodwill and financially bankrupted me. To this day he refuses to give me what is rightfully due me unless forced to do so by the RCMP or Courts. His famous words are "trust me" when I repeatedly requested he put things in writing.

34. This past September, Andy refused to allow me to harvest my trees, this despite calling in a professional tree remover as agreed upon in a signed agreement on my birthday on January 22, 2008. In actuality, Andy should compensate me for ordering, paying for, planting and hoeing a second row of 100 trees for him which have improved the property and which have a resale value to him of over \$8,000, trees I planted over 10 years ago by hand which I

nurtured, watered and hoed all 200 trees without he as much as lifting a hand to help. Over the years, I did not see Andy lift a hoe once, despite being a half owner, rather he chose to party weekends at his nearly 300 acre lakefront purchased with the unencumbered equity of my property while I slaved weekends for him on the farm. Those trees should have been harvested three years ago when they were in their prime and have now lost considerable value, if even saleable.

35. On Monday, August 11, 2008, I, together with my friend Michael Bernardis Slegers (hereinafter "Mike"), with whom I was temporarily residing, as described in my Affidavit sworn on July 4, 2008 in this matter, went to the farm to pick up some of my belongings in the shed. When Mike & I arrived, I noted that Bruce Jamieson was in Andy's pickup. Also in attendance was Roland Bouchard in his truck and Andy's wife Angela Bouchard in her truck. As a result of the rain storm, Mike Slegers invited Andy Bouchard and Bruce Jamieson into the back of his extended cab truck and then we all moved to the shed whereby Bruce Jamieson took me aside to interrogate me.

36. Needless to say, I was disturbed to see Bruce Jamieson in Andy's vehicle. Bruce Jamieson has not worked for the Portage Hospital for several years and now works in the Lion's Personal Care facility in Portage as an LPN. While inside the shed he took me aside and asked me some questions, including questions about my memory, the present date and other questions that, which upon reflection, appeared to be a test of my mental competence. The apparent assessment was conducted without my consent. In any event, at the conclusion

of the questions, Mr. Jamieson informed my son, in my presence, that I was quite capable of looking after my own affairs.

37. It was then suggested that the three of us go to Portage La Prairie for supper. During the meal, Andy Bouchard and Mike Slegers proceeded to talk in low voices whereby I could not make out the conversation which was totally disrespectful to me. At no time was I included in any of their discussions.

38. When we returned to Mike's house, I was so exhausted from the stress and anticipation of court on the 13th, and having a very bad cold, I retired for the evening. Apparently Andy and Mike continued negotiations for 5 hours. I noted that Andy had brought over two cases of beer. It was at this point that my cellular phone was taken from me as both parties were aware that I was working closely with my daughter Marlene in order to get resolution to my life estate.

39. Very early the next morning, Andy was back at Mike's. I was informed that we were going to my lawyer's for an unscheduled meeting, this after being told that Andy would purchase a house in Elie, one that we later viewed that same day and was deemed unsuitable, where I could live for the rest of my days and I would only be required to pay my living expenses there, but not rent and realty taxes. My son informed me that he knew there was a house for sale in Elie, but if he could not purchase it, he offered to find another home in the town site of Elie or at some other location satisfactory to me. He knew I wanted to return to the Lionel Bouchard home, but he explained that I couldn't live there because there were septic tank problems and the well water was not fit to drink. However, there

was a person living in my home. I was aware that in the spring of 2006, Andy had replaced the septic holding tank on the property which has a life expectancy of approximately 10 years which is when I last replaced it, so therefore that objection was not a bona fide excuse. The well water I have tested annually, and has from the beginning always had high iron content, and which I boil to drink. The well also services the neighbor, and at one time two neighbours, who use the water for household purposes and otherwise drink and cook with bottled water. In speaking with the neighbor recently, he stated he has never had any problems with the well or water, so this objection does not hold any weight as far as grounds to prevent me from returning to my home. Also, it is my understanding that under terms of sale in 1984 of the original homestead across the river from my home, Andy included a clause whereby he would be responsible for supplying the new owners with water from this same well.

40. After my son promised to buy a house in which I could live, he presented me with two Discharges of Caveats that had been prepared for me to sign, discharging my claim to a life estate and discharging my claim as an unpaid vendor of the farm properties sold to him. I did not sign the documents that I believe were drafted by my daughter, Lynda Staub, who works at the Winnipeg Land Titles Office, but rather informed my son that I would discuss his offer with my lawyer, Winston Smith, of the law firm of Hook & Smith. Attached hereto and marked as Exhibits "A" and "B" respectively are the Discharges presented to me for signature. I have also instructed my attorney to report her to the Law Society

because she in essence would have caused me to forfeit my rights had I succumbed to Andy's pressure.

41. In the week of August 11, 2008, my son and my friend Mike took me to the law firm of Greenberg & Greenberg in Portage La Prairie for the purposes of having a new Power of Attorney drawn up in favour of Mike Slegers, temporarily I was told, until issues were settled. Barry Greenberg the lawyer I met, after questioning me about what was going on, refused to provide any service whatsoever and advised me to return to see my lawyer.

42. In the morning of August 12, 2008, I, together with Mike and my son, went to see my lawyer. We drove to Winnipeg and parked. Andy waited outside my lawyer's office during the course of my meeting that lasted for about an hour. Mike and I reported to my lawyer the events that took place on the previous day, including the offer made to me by my son. Prior to this I was repeatedly told by Mike and Andy that "this had dragged on long enough" and could go on for "many more years" and to get it over with, to settle immediately, in an attempt to discourage me from going to go to court on Wednesday.

43. In any settlement with my son and based on my discussions with my lawyer and Mike in my lawyer's office, I was concerned about a number of issues that needed to be resolved as follows:

- (a) The selection of a satisfactory home and how it was going to be accomplished and a determination of whether satisfactory steps could be taken to allow me to return to the Lionel Bouchard home.

I had been advised by Mike and my son that they were going to look at the house in Elie, Manitoba that was available for purchase, but that action had not been taken by the time of my meeting on August 12, 2008 with my lawyer;

- (b) If my son was unable to purchase a satisfactory home, then what alternate accommodation and expense for same could be agreed upon? My son proposed to subsidize any monthly rent in the amount of \$200.00, for a rented home or suite, but in view of the fact that I lived in the Lionel Bouchard home entirely rent free, I had to consider and discuss with my lawyer why I should accept a \$200.00 per month rent contribution from my son; not to mention the fact that I had no mechanism in place to ensure that he would honour his word and cover the rent without my having to chase him for payment as was the case in the past years. In his agreement of January 30, 2006, he agreed to pay my rent. The rent in St. Eustache was \$385 a month yet he only paid \$200 and for three months only. Then in Elie, Andy would by-pass me at times and pay directly to the Credit Union without my knowledge.
- (c) The assurance that I had unlimited access and a right of access to the Lionel Bouchard home property in order to cultivate a garden, use the shed, harvest my trees that I had paid for, planted and nurtured, and now could harvest. I also wanted the assurance that I had a right of entry on to that property, if I was not living there,

until I was physically unable to attend there. Of great concern is the fact that I had heard rumours that Andy had already tried to sell the property and that he would immediately do so once I signed off.

- (d) The issue of a Court Order imposed on my daughter, Marlene Legare, prohibiting her from entering the Province of Manitoba for a two year period until February 8, 2009, arising as a result of conflict between herself and my son was a stumbling block in this settlement because my daughter has been of immense help with my financial affairs and looking after my needs. I wanted her to be available to assist me in selecting satisfactory living accommodations and in moving and settling into them; and ensuring all my rights are upheld. The conflict originated after Andy had family members lay charges against Marlene in an attempt to keep her out of the province in part, retaliation to his own charges of theft which he succeeded in having dropped citing "family dispute" and in order for her not to assist me. Marlene had been granted the right to come to visit her mother which Andy then had Crown vary to exclude visits in Manitoba, this after compiling a list of 32 family members for No Contact. Then from her hospital bed, at his mother's insistence, Andy placed a call on his cellular to Marlene in B.C. When Andy learned that his mother was making plans to return with Marlene again to the cancer clinic where she had been getting amazing results, Andy picked up his mother and

took her to the RCMP station, and while being heavily sedated on morphine at the time in accordance with her video statement, made to charge her daughter with "attempted kidnap" and contrary to a signed release stating that she was going of her own free will, back to the Burzynski Cancer Clinic, in Houston, Texas that boasts of a 93% cure rate", whereby her treatment had astounded her oncologists having been on a treatment, which was finally approved by the FDA in Manitoba, albeit a little late, two weeks before her death. Andy and sisters had convinced their mother to stop treatment which was proving effective in her cure. Lynda, who works at Land Titles, after having her mother change her will that summer to exclude three of the nine children, those of Lynda's choosing it was later noted, also transferred her mother's farmland jointly to her name and her stepfather's without their knowledge. Currently Lynda has an ongoing lawsuit against her multi-millionaire stepfather for her mother's estate. There is question with respect to Lynda's tampering with a document currently under investigation. After spending four months in pre-trial, all charges were either stayed or Marlene was acquitted but not before Andy had Marlene undergo a psychiatric assessment which confirmed the conflict was due to family dispute and cleared Marlene totally. In order to block her bail, another charge was laid, which was stayed, which Marlene feels was in connection with Andy's wife Angie working at the

Agassiz Youth Centre whose youth are fed from the Women's Correctional on a daily basis that this new charge from an inmate came about came about. I was able to view records from the RCMP Headingley Detachment under the Privacy Act which reveal that Andy had no less than 18 investigations against Marlene, all unfounded, stating that the family had wanted her to have mental evaluation for years, yet under oath in Portage Andy claims he has had no contact to speak of in the past three years, this contrary to his own application which states that Marlene was a threat to him and his wife and source of conflict for years.

- (e) The understanding in 1990 and again in 2002 was that, similar to three of my brothers-in-law, and several friends, including Mike Slegers, that upon selling their farmland, I retain a life estate to my home and yard, as I had with my son, yet he was now reneging on his agreement with me and in so doing was causing great division and conflict in the family as a result.
- (f) In view of the presence of Bruce Jamieson the day before, on August 11, 2008, and the assessment that took place without my consent, I wanted to ensure that I would not be subjected to any further psychiatric assessments unless approved in writing by my lawyer or some other person independent of any of my children.

- (g) Other issues that needed agreement included securing my life estate interest in any home purchased by my son, the payment of my legal costs and the prosecution and settlement of my claim as an unpaid vendor for the sale of the farmland to my son.

43. During my meeting with my lawyer, I noticed that my friend Mike left the office on several occasions to talk to my son outside. He apparently discussed a number of the issues I was raising with my lawyer and, when he returned, he reported that my son was only agreeable to pay \$200.00 per month towards any rent expense and \$7,000 toward my legal expenses. However, not all the issues that concerned me were resolved and I instructed my lawyer to draft a letter outlining all the terms of settlement that I wanted for my review before sending to my son's lawyer, Mr. Kelly Land.

44. During the course of my meeting with my lawyer on August 12, 2008, I also noticed, that my friend Mike was assuming responsibility to negotiate with my son on the various terms of settlement without consulting me and then encouraging me to accept the terms.

45. On August 13, 2008, my friend Mike drove me into the city and accompanied me to another meeting with my lawyer and I believe my son was also in the neighborhood of my lawyer's office while we were discussing some of my concerns about the proposed settlement.

46. During the week of August 11, 2008, I realized I was being pressured into a settlement that I did not approve. My son wanted me to change my Power of Attorney to Mike Slegers, for the interim, sign Discharges of the Caveats, attended at my bank and credit union with me to discover my financial position. At the Bank of Montreal, he had monies transferred from my chequing account and also from the Caisse to pay down my MasterCard which I had just gotten in the spring, this after requesting a second card when the first card did not arrive. I have reason to believe Andy intercepted the first card at the Post Office in Elie, possibly by using the revoked power of attorney or simply by convincing the Postmaster to give him the mail against regulations. I had learned Andy had been informed that my mail, at that time, was being redirected to my daughter's address in B.C. Bank of Montreal MasterCard informed me that the first card was mailed out in March though I did not receive it. On August 12, 2008, Andy had my debit card changed so as to block Marlene's access to web banking to oversee my accounts as in March 2008, Andy had previously bypassed me and deposited a cheque into my account, without my knowledge, and then claiming, after the caveat was put in place, that he had prepaid 2008 rent. After transferring money from my two banks, Andy then had the MasterCard limit reduced from \$4,000 to \$1,600 to ensure I was financially strapped, similar to when I was in the hospital whereby he had refused to return my Caisse Visa card which the RCMP recovered from his wallet when he was arrested. In February 2006, at the meeting in Headingly, in front of Sgt. Gibbs, Andy was shocked to hear that I had a "secret bank account" as I called it, and insisted Marlene divulge

its whereabouts which she refused out of respect for my wishes but information she relayed to Sgt. Gibbs when Andy left the room.

- 1) I was becoming uncomfortable that my friend Mike was constantly in my company, driving me to one location or another where I would meet my son.

47. On August 12, Mike took me to look at a house for sale on Bernardin Street which was not satisfactory, the house in Elie that my son said that he would purchase. Also, during this time, my lawyer was preparing a letter that I was going to review, proposing my terms of settlement, while, at the same time, I was subjected to intense pressure from my son and from Mike to allow my son to take over running my affairs and arranging for my accommodation.

48. I realized toward the end of the week of August 11, 2008, that my freedom was also being severely restricted. Every time I went to my lawyer's office my friend Mike drove me and my son parked outside his office and waited. My son lent Mike a cellular phone, and no effort was made to ensure my brand new cellular phone was working properly, as I had just renewed by cellular contract and exchanged telephones which I was still getting used to, and which had been taken away from me after the initial meeting with Andy on August 11. Any calls to Mike's telephone at his residence were first answered by Mike and I began to feel that I had no privacy when anyone

called. If my lawyer was attempting to contact me during this time I was not aware of it. Yet Andy had provided Mike with a cellular for his use that week.

49 By Friday, August 15, 2008, there was no prospective residence for me. I had applied to the senior housing authority in St. Eustache for a resident unit and was on their waiting list and no other efforts were being made by my son to identify an alternative accommodation for me. Initially, I had been moved from my homestead to St. Eustache Manor by my children, supposedly on a temporary basis, in order to do some regular maintenance, and a year later I moved myself to an apartment suite in Elie as I did not like living in St. Eustache and was still being denied my home.

50. August 12, 2008, I realized that I had been pressured the day before to sign discharges of my Caveats and to change my Power of Attorney, it was important to me to ensure that there would be no pressure on me to take such steps without my lawyer's approval.

- i. I even note that I was billed for those services and my son paid for it by signing two of my cheques.
- ii. On the date of my discharge, January 27, 2006, I immediately revoked that Power of Attorney made out in favour of Andy Bouchard and Lynda Staub to Claire Demery
- iii. Which copy Claire never received from me, as per her statement under oath in Portage, and which was revoked in

February 2008 when I approached the firm of Hook & Smith to appoint my sister Madeleine Fillion, or alternatively my daughter Marlene Legare, as my attorneys. I am opposed to any further changes to my present Power of Attorney without receiving the advice of my lawyer.

- iv. In March 2008, I received a letter from the Caisse Populaire d'Elie advising me that on the strength of an email from my daughter Claire Demery, my overdraft of \$2,000 had been closed at her request, citing that she had not heard from me for a period of time, while I was on holidays, this in a deliberate attempt to financially squeeze me and have me return to Manitoba. Denis Smith, of the firm Hook & Smith, wrote the Credit Union asking them for an explanation as to how they were able to close down my line of credit based on a copy of the power of attorney faxed from Portage La Prairie, which Claire Demery had admitted in Court under oath that she had never received and was still in Marlene's possession in B.C. It then became obvious that Andy Bouchard had had an opportunity to photocopy it on his way to the "family reunion at the Holiday Inn" after stealing it from my daughter's binder at my home in Elie that Sunday morning. Also I later learned that this same photocopy was presented to Manitoba Telephone System to request six months of my cellular records, which I received in

the mail, in an attempt to breach Marlene Legare in the event we had contact, which we had not. Also in Marlene's binder were notarized instructions stating that I under no circumstances wanted to have any psychiatric evaluation, one of the original copies which Andy stole from Marlene's possessions at a meeting when Sgt. Gibbs had tried to negotiate a settlement to resolve the issue of where I was to live. On this document, prior to our arrival at the Holiday Inn, both Lynda Staub and Claire Demery had signed as witnesses next to Marlene's signature. Andy was aware of my wishes and yet did not honour them when he set up meetings with Bruce Jamieson on several occasions.

51. On Tuesday, August 19, 2008, I was advised by my lawyer and verily believe that:

- (a) He made a number of telephone calls to me at my friend Mike's residence and on my cell phone on Thursday and Friday August 14 and 15, 2008, and was unable to make contact with me;
- (b) On August 14, 2008, Mike attended his office at which time he instructed Mike to ensure that his residential telephone was operating properly and that my new cellular telephone was also functioning as he advised Mike that this was a critical time when terms of settlement were being negotiated and he had to be able to

contact me directly to obtain my instructions on one settlement issue or another;

- (c) On Mike's visit to my lawyer on August 14, 2008, he informed my lawyer that my daughter, Marlene Legare's van had been locked up, was in the shed or garage at his place and was going nowhere;
- (d) On August 15, 2008, my lawyer sent an mail to Mr. Kelly Land requesting his assistance in contacting me because he was unable to contact me directly. Attached hereto and marked as Exhibit "C" to this my Affidavit is a copy of the email that he wrote and attached hereto and marked as Exhibit "D" is a copy of a letter dated September 5, 2008, received by my lawyer from Mr. Kelly Land.
- (e) When my lawyer called on Saturday, August 16, 2008, to talk to me, he was told by my friend Mike that I was asleep when, in actual fact, I had been taken to my daughter Claire Demery's home in Teulon and was not at my friend Mike's home at all;
- (f) During the course of my lawyer's telephone conversation with Mike on August 16, 2008, he requested my friend Mike to advise me that I was to meet with him at his office to discuss the terms of the drafted settlement letter before he finalized it and sent it to Mr. Land and instructed him that I was to drive into Winnipeg on my own, in my daughter's vehicle and no one was to accompany me to the office. Mike advised him that my daughter's van was locked up and

going nowhere, whereupon, my lawyer instructed that I drive into Winnipeg in my own vehicle. My lawyer also told Mike at that time, that he wanted to ensure that I understood all the proposed terms of settlement and agreed to them independent of any apparent influence that was evident with my friend Mike sitting in his office with me and with my son stationed outside of his office each time I visited.

52. By the weekend of August 15, 2008, it was clear to me that I was being manipulated and unduly influenced by various family members, particularly my son, my daughters, Lynda Staub and Claire Demery, and my friend Mike, and that I had no freedom to move about on my own. I was confined to only those activities that involved my friend Mike with me and my son, and I was refused access to my vehicles so that I could travel on my own and, further, I was restricted in any ability to communicate privately with my lawyer, Mr. Smith.

53. When I returned to my friend Mike's home on Sunday, August 17, 2008, my friend Mike advised me that my lawyer had called and had scheduled a meeting in his office for two o'clock on Tuesday, August 19, 2008.

54. Prior to my attending my lawyer's office on Tuesday, August 19, 2008, I was being constantly pressured by Mike and my son to fire my lawyer when I met with him, but I did not do so. I recall when Andy had me fire my lawyer David Bradley who represented me on my personal injury claim in order to turn the claim over to his lawyer Michael Clark. Later on, both Andy and Chris

Christiansen advised me that Andy wanted the first \$2,500 of the proceeds for his time and effort driving me around while I was in the hospital and afterwards. Yet I never charged Andy for the more than 15 trips I made before he turned five to Emergency, always in the middle of the night as he could not breathe from another asthma attack.

55. On Tuesday, August 19, 2008, at 2 o'clock, I was driven by my friend Mike to my lawyer's office and while Mike sat outside in his truck, I met with Mr. Smith. At the same time, my son also drove into Winnipeg and stationed himself in the neighborhood, watching my lawyer's office, as I was subsequently informed by my lawyer and verily believe.

56. During the course of my meeting with Mr. Smith, we discussed the incredible undue pressure placed on me to fire him and to obey all my son's wishes with regard to settlement. Reluctantly, I realized that I was confined to the custody of my friend Mike and that if I returned home with him to his residence, I was fearful what was going to happen to me. I was no longer confident that my son would fulfill his promise of securing a place for me to live. I realized that my two vehicles, not including my motor home, had been moved and locked up and that I had no access to them, as my friend Mike had the keys. My cellular telephone that did function had been taken away from me Monday August 11. I had no privacy and could not even express my concern to my sister, or daughter in B.C., or my cousin who dropped by my friend Mike's home to visit me, who was told by Andy "that this time he would not let me out of his sight" and that I was not allowed to go anywhere, or for coffee with anyone, until such time

as I had signed the agreement. In fact, my cousin reported an incident of assault to the RCMP that occurred while at Mike's wherein when his phone rang, Andy lunged at the table and hit his arm to send the cellular phone flying across the room, this after my cousin reached on the table to retrieve his phone when it rang after he realized Marlene was calling. I was always in the presence of either Mike or my son or my daughters Lynda Staub and Claire Demery and not allowed any outside contact. I was prevented from going to my sister's in Winnipeg in order to work on the proposed agreement as scheduled by my lawyer. I was repeatedly told by my three children that I had to choose between them or Marlene; otherwise they would have nothing to do with me ever again. In fact when I was driven to Lynda's house by Claire, her husband Bob told me that I was not welcome in his house. I later learned from a friend that Claire told her that Andy wanted to pay Mike Slegers "for returning me back to them" and the figure \$5,000 was quoted. Interestingly enough that is what Mike now claims I owe him for staying at his place for two months despite his repeated calls to me in B.C., inviting me to stay with him, rent free, pending court, and for which I already paid him \$400 for rent. It was apparent to me that my children did not like my new 2007 Dodge Grand Caravan based on the fact that it was Marlene who had provided it for me for my life-time use. In the 70's I had to bail Andy out of jail in the middle of the night after he got arrested for reckless driving in Winnipeg. In the summer of 2007, I worked on the condenser on Andy's tractor after which he told me never to go back on the property and that I was not allowed to hunt on the property, and that I would be charged for trespass if I went

into the house. Also, in 2006, he turned my single shot shotgun in to the RCMP whereby it took me four or five trips to Headingley to get it back, this after years of hunting and courses in gun safety. I also made him money by driving his combines for approximately 18 years, sometimes 300 hours per season, 13 – 14 hour days at times, and always on weekends when no one wanted to work, this while he relaxed at the lake. In the spring 2008, while in B.C. Lynda had the RCMP attend to Marlene's home stating that I was being tied to a bed, fed dog food, and held against my will which, when the officers came out to investigate, they found me tanned, and in good spirits, as I had just returned from an all-expense trip to Arizona.

57. During the course of my meeting with my lawyer, it became clear to me that I must escape the situation I was in so that I would be free to consult with my lawyer and to consider what actual settlement of my life estate claim would be acceptable to me.

58. Under the circumstances I could not return home and needed to separate myself from my son and Mike and the others and accordingly, I instructed Mr. Smith to secure professional assistance to escort me out of the province immediately and to ensure that I was able to be transported safely to my daughter Marlene Legare's home in British Columbia. My lawyer informed me and I verily believe that such arrangements for escort assistance had already tentatively been made.

59. Attached hereto and marked as Exhibit "E" to this my Affidavit is the Authority that I signed authorizing Mr. David Yaskiw and Mr. Gordon Oliver, of the investigation firm of Oliver, Yaskiw & Associates Inc., to escort me out of the province. These gentlemen drove me to Regina, arranged for my overnight accommodation and placed me on a direct Air Canada flight to Vancouver the next day, August 20, 2008, where I met with my daughter Marlene Legare and with whom I am now living on a temporary basis until my application is decided. The cost of that airfare was \$416.50 and the cost to have someone fly out from B.C. to drive the van back to B.C. was \$2,155.52 for a total cost of \$2,602.44.

EXHIBIT X

60. The authority that I signed, Exhibit "E", also authorized Oliver, Yaskiw & Associates Inc. to take possession of the vehicle loaned to me by my daughter, Marlene Legare, that was locked up in a shed on my friend Mike's premises.

61. Attached hereto and marked as Exhibits "F" and "G", respectively are the reports of Oliver, Yaskiw & Associates Inc. on my removal from the province and the securing of the said vehicle.

62. As the vehicle was loaded from top to bottom, front to back, to a point where it was unsafe to drive as the mirrors were not visible, Marlene was arranging to have the contents stored prior to driving the van back to B.C. It was then that she learned that Andy and Mike had been sighted hiding in the bushes across a neighbour's driveway where they were observed until 3 or 4:00 a.m. The next morning, Mike confirmed to one of these people that he had been up

until 7:00 a.m. The incident was reported to the RCMP in Headingly, as it was obvious they were laying in wait for the van to appear in the yard.

63. Before leaving the province, I requested my lawyer and investigators obtain from inside Mike's truck my duffle bag, which I carry everywhere I go, that contained in part, my passport, nitroglycerin, medication, telephone #'s and medical records, traveler's cheques, a small amount of cash, personal papers as well as my jacket. To date, despite repeated requests to Mike, these items have not been returned to me, although I have requested their return on a number of occasions, either directly or through my lawyer.

64. When I arrived in B.C., I had a call from Rose Trice, and Ophelia, Branch Manager 985-2049, of the Bank of Montreal, very concerned alerting me to the fact that "several family members" in Manitoba had been enquiring into my account so much so that they were disturbed about it as they were aware that they did not have any authorization and wanting to make me aware of the fact that this was going on.

65. In November, was concerned about vandalism to my 1989 24' Vanguard motor home parked adjacent to the Bouchard Road and also wanted to have the unit winterized. In June 2008, I had to get the assistance of Sgt. Jollicoeur in order to retrieve my unit from the shed on the farm after Andy had changed the locks on the building and was refusing me access. In fact Andy had threatened that he would charge me with trespass if I entered the homestead house. I discovered at that time that the steering column had been tampered with while on

the property. The winter prior to that, Andy put equipment in the shed unlike other years, to force me to park my unit outside for the winter. At Thanksgiving, while in B.C. I directed someone to winterize my motor home. That is when I discovered all my spare keys had been removed and the unit locked. Andy is very well aware of where I normally keep my spare keys and they were missing. After fruitless calls to my son and daughters to procure my keys, I was forced to call CAA, who informed me that after unlocking the unit, they found all the keys inside the unit; however, the ignition would not start. I am concerned about what vandalism was done to my unit. I also have concerns with respect to the garden tractor I use to carry out my contract with M.T.S. as well as my older truck which remained on the property.

66. To date, despite repeated requests for my van at Mike's, he refuses to release it or allow to have picked up. I mentioned to Mike that I had concerns about it being winterized, in light of the excessively cold weather. In his last call to me, Mike informed me that he had thrown out all my possessions into the snow bank outside his shed and would not allow anyone onto the property to retrieve my possessions. He demanded that I meet at his place, along with Andy, Lynda and Claire, without lawyers, before he would release anything and that his lawyer was instructing me to put \$5,000 cash on his table prior to releasing my possessions.

67. When my daughter's Dodge Caravan was handed over to the investigator to arrange for its return to Vancouver, British Columbia, it was loaded down with many items that I did not require, nor own, including oil rags, container of acid

which spilled deliberately or not and in so doing damaged the interior of the van, resulting in repair costs for a new one-piece carpet and a cleaning out of the van for a total repair cost of \$1,313.32. Attached hereto and marked as Exhibit "H".

68. I suspect that the damage done to my daughter's van was caused by my son or under his direction.

69. In order to escape the controlling actions of both my son and my friend Mike, I was compelled to ask the assistance of my lawyer to provide professional personnel to escort me out of the province, and the cost for doing so and for recovery of my daughter's van was \$6,313.22 and attached hereto and marked as Exhibits "I" and "J" respectively are the invoices of the Oliver, Yaskiw & Associates Inc. firm dated August 22 and 29, 2008, respectively. At the time it was felt that it was better for me to fly directly to B.C. from outside of Manitoba so as not to be intercepted at the Winnipeg Airport similar to what had occurred to my daughter Marlene Legare when she came out to visit her mother in October 2006 when Andy called the RCMP who had removed from a plane bound for B.C.

70. I am informed by my lawyer and verily believe that, following my departure from his office, and during his meeting with my friend Mike in his office to advise him of the action taken, my friend Mike was called by my son who wanted to know what was going on. I am further informed by my lawyer and verily believe that, shortly after my friend Mike left my lawyer's office, my lawyer received a call

from the Winnipeg Police Service who had received a report of my "abduction"
under incident no. 080175132.

71. Attached hereto and marked as Exhibit "M" is a copy of a letter dated September 8, 2008, written by my lawyer on my instruction to the Winnipeg Land Titles Office, complaining about the actions of my daughter Lynda Staub and her attempt to deprive me of my rightful claims to both the life estate and monies owed by my son.

72. I wish to live in peace in my own residence as per our numerous agreements. Alternatively, should I be required to rent a residence, I expect my son to pay 100% monthly rental expense in full as part of the agreement I made with him when I sold him my farm. However, my concern is that I may find myself back in court to enforce any life estate agreement or rental agreement and that Andy may continue his quest to have me committed. Andy did not voluntarily pay my rent until after I had registered two caveats on title. My son is aware that I live on a fixed income, a meager \$1,300 a month made up of the Old Age supplement, and can ill afford \$400 a month rent, this when our agreement was that I have a Life Estate in my own home. Any other terms I would never have agreed to. Andy has, over the years been trying to financially hemorrhage me, making promises, getting what he wants to advance himself financially and then reneging on his promises to me. The fact that he did not register the mortgage I took back enabled him to invest in two 143 acre lakefront properties in Kenora which he is in the process of subdividing, again making money off of me while I struggle day-to-day. After I was released from the hospital, Andy

called my fish contact to prevent him from selling fish to me which upset him, as this minimal income not only subsidizes my below poverty level but also is a means of socializing in a community that I have been part of for the past 85 years. All the while Andy boasts of his resources, no doubt a millionaire by virtue of his unethical business practices of which many farmers have complained to me over the years about and to which I am ashamed to say he is my son as that is not the way I raised him. It was through my contacts with some of the Hutterite Colonies in the Municipality of Cartier that Andy got his start in sales of farm equipment because of their association with me over the years. One day while at Walt's Trailer Sales in Headingly, where I had purchased my motor home years prior, I convinced the owner to buy a tractor from Andy, a cash sale, whereby he never so much as gave me a "thank you". I do not drink or party or have toys like he does. In fact, on one occasion, feeling lucky, I went to Andy's home in Portage and asked him to go half on a \$10 lottery ticket which won us a car, whereby he states he sold it for \$16,000 of which he gave me \$8,000. However, I never did see the bill of sale. This is the son that used to steal farm gas for his vehicle despite my installing a lock on the tank. I believe the animosity my son holds against me bay be I part due to the fact that years ago, went I went upstairs into the original family homestead, the one he and wife bought from me, and found Andy in bed with a young lady whom I recognized. In front of witnesses he called me "an old fr" while we were all together in the strawberry patch on the farm which shocked them both and the reason he has been incredibly mean towards me, his very own father.

73. Over the past 18 years, I have been asked by Andy to drive the very oldest of 4 combines at \$10 and \$12 an hour, weekends in large part, while he and his family enjoyed themselves on their boat and sea-doo's, yet he did not even offer me a bonus when I made him in excess of \$14,000 from one farmer, toiling long hours for him. It is in 1988 and 1990, I believe and possibly other years, that Andy transferred some of his income onto my T4 slips, copies of slips I have since requested from CCRA archives. His tax evasion caused me to lose what little income he paid me in the fall, as this inflated amount indebted me to Revenue Canada to the tune of \$1,619 one year alone and caused me to lose some Guaranteed Income Supplement, as pointed out by my accountant at the time, bumping me from a 7% to 29% tax bracket, this without Andy not as much as offering to pay for my additional taxes or loss. In addition, unlike other workers he hired, I was not reimbursed for my expenses, gas, cellular, maintenance to his machines or trips to get parts to service his combines. In one instance, my quick wit allowed me to save his older combine that I was driving when it caught fire. The next year, I am informed that his daughter caught his newer combine on fire. Upsetting to farmers is the fact that Andy did not invite me to his year-end bar-b-que at his home for farmers I combined for on his behalf. One year, Andy invited the current tenant Jack Bock to stay with me so that he could combine for him instead of putting him up in his own home on the Bouchard homestead. Jack then left upset after a disagreement with Andy with respect to Andy owing him money. Behind he left a mess in his room which he told me to get Andy's wife

Angie to clean which did not occur. In addition he left me a bill for long distance telephone calls that neither he nor Andy ever reimbursed me for. This is the same tenant that is currently in my home. I expect when he vacates, he will leave my home in the same clean condition he found it in.

74. When Andy first approached me to buy the farm, I was reluctant at first and eventually agreed to sell him the first half interest which included the home I currently live in. The agreement was that either party could buy out the other at fair market value. On September 2002, I attended to my son's lawyer Christiansen's office. The price was to have been based on fair market value. While in Andy's lawyer's office, I was pressured to sign without question. At no point prior was I ever told what the price would be in advance. I had no legal representation. The mortgage was never registered in my favour nor was the life estate. The agreement read "with no interest" which is not a bona fide transaction if it were an at arm's-length parties. The price indicated was \$675 and not \$1,200 the going rate at the time if not more. As well, I do not recall ever having received any promissory note for the \$35,000. All my records, legal paperwork were destroyed when Andy cleaned out my house while I was in the hospital. The purchase agreement in 2002 stated that I would be paid \$7,000 on an annual basis for five years. Andy has breached our agreement by refusing to pay me on a timely basis and is in default of our contract. According to my records, Andy still owes me at minimum, one installment, all records of which he destroyed. He insisted I cash a \$2,000 cheque in January 2008, which I refused based on the memo which stated "payment in full" and which I turned over to my

attorney. Over the years, I have had to repeatedly chase my son at Blights Dealership which is where he worked for the past 15 years or more, until being fired three weeks ago. I also drove to his home to get paid, and in all instances Andy stated he had "no time" for me. Exhibit X is my son's record of payments, poorly documented this despite his having been a commissioned-farm-equipment salesman and well versed in contracts.

75. Over the years I relied heavily on my daughter Lynda Staub, who works at Land Title to assist me with all my paperwork. She is aware that I only have Grade 4 education, having dropped out of school to help support my nine siblings on the farm, and remaining on the farm when my father passed away in 1946 at age 46, of a heart attack, intestate, leaving me to care for my mother and 9 minor siblings. At his lawyer Christiansen's office, the life estate issue and terms of mortgage were never addressed. Furthermore, over the years I never received half the proceeds of the crops despite my repeated requests, protests that fell on deaf ears all the while paying property taxes and hydro which serviced the well for the adjoining properties. Of special interest, Lynda Staub who I relied on for any paperwork and who works at Land Titles, in 2006, transferred her mother's half interest in farmland into her name jointly without her mother or step-father's knowledge. At a time when her mother was heavily medicated on morphine, months prior to her death, Lynda had her mother change her will through the firm Chapman to exclude three of her six children, those of Lynda's choosing it now appears. At present, Lynda is demanding half the proceeds of the crop and has increased the purchase price \$30,000. It appears that some of the paperwork

ASKING
\$27,000

was altered after the fact. Lynda did not divulge to her stepfather that there was a new will until after the funeral, at which time she demanded immediate payment for the farmland. In addition, she charged her mother's funeral to her stepfather's credit card without his knowledge or consent.

76. Of particular concern is the fact that I had nothing in writing as to monies due me, and due to my age, had I passed away, and Andy being the executor, my other children would most likely have forfeited the estate due them. In the 1970's, Andy refused to allow me into his home, the original homestead which I sold to him. As a result of the animosity he holds towards me, the difficulty in collecting the mortgage money, and the fact that he and his wife appear to have no friends to speak of in Elie since their move off the original homestead in 1984 to Portage, I offered to give Andy back his \$100,000 which he refused. In hindsight, I realize I should have retained counsel earlier and as time went on to hold Andy accountable. I was raised in an era where a man's word was good, that a handshake was sufficient, especially between father and son. In view of all the antagonism I have endured over the years, and in light of the fact that I was denied my home for the past three years, it remaining vacant for two of those years, I am applying to the court to have the September 23, 2002, agreement rendered unconscionable for the following reasons: Andy breached our contract and he did not pay fair market value as per our agreement. Exhibits X show that Andy paid me \$675, less than half what the property was worth. The 2003 municipal assessment, according to Portage Land Title, is based on the 1999 analysis, done every four years and is not reflective of the true fair market value

of the property. Refer to the sale of my cousin Tony Bouchard whose property which adjoined my property sold for \$850 an acre in 1980, no house on it whatsoever and on the same section. Also reference the property also on the same section, sale price more than \$1,200 an acre from another neighbor on the same section. My brother-in-law sold his property for \$1,200 an acre this in 1982, land and no buildings, 7 miles from #1 Highway.

77. I verily believe that Andy also deliberately underestimated the amount of cultivated acres, also stating there was bush on the property when I had painstakingly removed all the trees and roots by hand over the years and all that was left was simply a shelter belt around the perimeter which I planted to improve the property and for soil erosion and a wind break and in the winter, instrumental in keeping the snow off the roads and protecting a portion of the highway. The fact that my mortgage or life estate were never registered on title allowed my son to take advantage of the equity to purchase his recreational lakefront property clear title which he is in the process of subdividing. Another issue I have is the fact that Andy indicated there are only 70 cultivated acres when in fact the house, yard, river and shelter belt represent a lot less than 19.47 acres. Over the years, I planted two rows of trees that I hoed, watered, weeded, and maintained diligently especially for the first five years, the critical years, in the late 50's, as soil erosion and shelter belt which preserved the soil from the north west winds. I have toiled year after year, while my son partied at his lake resort, he never as much as lifted a hoe which I have since 1960 whereby I planted in excess of 19,655 trees purchased from PFRA. According to a

municipal employee, my property, because of the shelterbelt, makes it the most desirable property from Elie to St. Eustache. Other than that, there is no bush area as claimed in the transfer with the exception of a few trees in the back yard of the house, which are the original oak and elm trees. Of particular concern to me is that my son had destroyed the certificate for Lot 4, which was in my name alone and then changed it to read joint when purchasing the first half. Lot 4 is the road I built up, and graveled annually while operating a grader for over 30 years for the municipality, from which I retired without a pension. Again, according to Portage Land Titles, the 2003 Property Assessment is based on 1999 market evaluation as the update is done only every four years and a reflection of the true true fair market value.

78. A review at Land Titles indicates that two days prior to my fall, on December 14, 2005, Andy took out a \$185,000 mortgage on his properties in Portage which did not get registered until February 13, 2006, two days before his tossing me out of my home. The records also indicate that Andy had previously put a mortgage on the Bouchard property in the amount of \$150,000. In my opinion, Andy overextended himself financially in order to subdivide his recreational property near Kenora which he has had difficulty in doing, hence the reason for refusing to allow my return to my home in order that he may sell the property.

79. The property has been in the Bouchard family for over 112 years, four generation Bouchards, and much to my dismay the Centennial plaque I paid for has recently disappeared from the end of the road. My desire was to continue the Bouchard tradition to my son and have the homestead remain in the family for

sentimental reasons; hence my reason for trusting my son to do what was right by me which I now recognize as an error in judgment.

80. In the past three years, with every move, I have lost more and more of my belongings, the remainder which Mike Slegers now refuses to turn over to me since being my being escorted out of the province, not to mention the loss of three golden years whereby I should have been enjoying my retirement. I am appalled at the disdain my children have shown towards me, not that of love, which I attribute to my manipulative son and unending attacks on my daughter and her career, defamation of her character and mine in order to persuade me to drop the lawsuit. I attribute Andy's continued quest to have me committed when there is no basis for it is due to his greed. I am respectfully requesting that the court overturn the sale agreement of 2002 whereby my son took advantage of my age to deprive me of my retirement nest egg. I have no pension from the over 30 years of service as grader operator for the Municipality of Cartier. I have worked relentlessly over the years to improve my property - this while Andy partied on the weekends. This is an unprecedented senior abuse case to an extent unheard of before.

80. I am applying to the court for legal remedy by way of foreclosure on my land and am prepared to return the purchase price of \$100,000 as my son has clearly breached our contract and violated its terms, that it was unconscionable in the first place, and expect Andy to be made accountable for his actions towards me, his elderly father, and full restitution be made to me for his despicable actions. I currently have another caveat with respect to what is still due to me for the

mortgage and miscellaneous expenses over the years which Andy has refused to deal with in accordance with our agreement. I verily believe that I have been unprecedentedly abused as a senior. As an 85 year-old-law-abiding-hard-working senior, I stand before the courts for remedy and protection against certain family members in order that I live out the rest of my life, in my home, amongst my friends, without any further threat of harassment or intimidation by any of them. Time being of the essence, I am willing to have my attorney go to binding arbitration for immediate resolution on the monetary aspects of this case. I have extended unmerited grace to Andy, Lynda and Claire. To this day, they still refuse to do the honorable thing by me or to respect my position as their father. Sadly, it has come to this. I must now seek redress, restitution and legal remedy from the courts as it is very clear that Andy breached the conditions of our agreement. It is more than obvious that he never intended to act in good faith which resulted in unjust enrichment to him to my detriment. I seek equitable remedy for actions which have caused me severe financial and emotional hardship, and am at the point where I am forced to foreclose on my own property.

81. In order to safeguard myself, not to be committed, and to diffuse the unending lies, I have had my daughter tape every conversation between Mike Slegers, my daughters and myself over the past year, as Andy and Lynda and now Mike have become very proficient at spreading rumours. No sooner had I landed in B.C. in August, that I heard that Mike was at the coffee shop in Elie the next morning spreading rumours that I was in the hospital in B.C. and that

Marlene would be restricted five more years from entering Manitoba and to expect charges against her. Mike later told my brother-in-law that I would be losing my licence and sure enough I had to complete a physical in order to renew my licence. Mike stated that the only way I would be coming back home was in a "pine-box". My daughter Lynda Staub, who upon my going to B.C. in February 2008, left a disturbing message stating that if I returned to Manitoba, Marlene would be breached, and I would be charged with child abuse, which is a very false accusation and slander which nearly caused me to have a heart attack and sent me to the Care Clinic with stress and elevated blood pressure. The Maple Ridge, B.C. and Stonewall RCMP made numerous calls to Lynda Staub based on her accusations whereby she refused to respond to any of their calls. Lynda told a friend of mine "that I would have to be programmed again" because obviously I would be the one fed lies when the opposite was true that she was concerned that I would learn the truth about how badly I had been manipulated. My other daughter Helene Johnson of Wisconsin stated to me at Christmas time that it was Marlene who had taken me to a psychiatrist and not Andy, that Andy had paid me in full, that Andy and Lynda and Claire had taken very good care of me over the years, so it is obvious that she is being lied to. I also learned from M.T.S. that Claire had used her power of attorney, placed Andy's name on my account as contact, and requested 6 months of telephone records which I received in my mail, done in an attempt to breach Marlene. M.T.S. reversed the \$60 fee for this service when learning that Claire was not authorized to request these duplicate. Rose Trice of the Bank of Montreal called at the end of August,

concerned, to inform me that several family members were trying to access my account information. As it is apparent that Claire and Andy are using a photocopy of either revoked power of attorneys, I am requesting that Claire cease using the revoked power of attorney and that Andy return the original power of attorney signed at the hospital, as well as my will naming him as executor, which was revoked. It is my concern that in the future these documents may again surface much to my detriment. The power of attorney was meant to be used in absence of my capabilities to tend to my own finances; however, these family members have been using it against me to try financially bankrupt me and to force me to submit to their will. In so doing, I wish to take my rightful place again as the head of the Bouchard family where so much irreparable damage and division has been done to the family by Andy, Lynda and Claire, that I feel I can no longer trust any of them as their true colours have surfaced and it is apparent that they never had my best interests at heart. This past summer Claire asked Mike what they owed him for returning me to them. The figure of \$5,000 was mentioned at some point and interestingly enough, that is the figure Mike tells me I now owe him, this despite repeated invitations to stay at his place rent free pending resolution of these matters. In August, Andy told my cousin at Mike's that "this time he would not let me out of his sight" until I signed the agreement. These family members have cost me a lot financially, caused me untold grief, damage to my self-esteem, and heartache for the past three years, this at a time when I should be enjoying my family and grandchildren. I am told by these children in Manitoba to choose between them or my daughter in B.C. At Christmas time, I heard from

only one of my daughters and sons. Last summer, my daughter from Wisconsin deliberately did not invite me to her daughter's wedding as did my son in Lloydminster this past Christmas when one of his sons got married in Saskatoon. I received no invitation to either of my grandchildren's weddings though I had been invited in years prior. On January 22, 2009, the day of my 85th birthday, I did not get one single call from any of my seven remaining children, this despite being in contact with them religiously over the past six months since being away from Manitoba and sending them postcards for Christmas while on holidays in the States.

82. In addition to the relief I have requested in my Application herein, I claim against my son, reimbursement for all my expenses, including all my legal expenses incurred in enforcing my right to a life estate in the Lionel Bouchard Home, my travel escort services expenses, expenses to recover my daughter's van and reimbursement for all damages incurred to my daughter's van.

SWORN before me at the City
Of Winnipeg, in the Province of
Manitoba, this day of
February , 2009.

)
)
)
)

Lionel Bouchard
LIONEL ANDRÉ BOUCHARD

Winston F. Smith
A Notary Public in and for the
Province of Manitoba