

File No. CI 08-01-

**THE QUEEN'S BENCH
Winnipeg Centre**

BETWEEN:

LIONEL ANDRÉ BOUCHARD,

applicant,

- and -

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*

AFFIDAVIT OF LIONEL ANDRÉ BOUCHARD
SWORN THE DAY OF , 2008

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Barristers and Solicitors
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Winnipeg, Manitoba
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AFFIDAVIT OF LIONEL ANDRÉ BOUCHARD

I, LIONEL ANDRÉ BOUCHARD, of the Town of Elie, in the Province of Manitoba,

MAKE OATH AND SAY THAT:

1. I am the applicant in this matter and make this Affidavit in support of my application to this Honourable Court for such interim and final orders as the Court deems meet, including a Writ of Possession for the recovery and possession of my home and premises owned by the respondent, André Lionel Bouchard. My home and premises is located on Bouchard Drive in the Town of Elie, in the Province of Manitoba and legally described as follows:

SE ¼ 14-11-3 WPM, EXC
FIRSTLY: THE WLY 990 FEET PERP
SECONDLY: PLANS 2215 PLTO AND 28648 PLTO
THIRDLY: ROAD PLAN 1205 PLTO

(hereinafter referred to as the "Lionel Bouchard home")

2. I also make application to this Honourable Court for such interim and final orders as the Court deems meet to permit me access to the Lionel Bouchard home over any property owned by the respondent, André Lionel Bouchard, and in particular over the existing road and bridge shown on Exhibit "C" hereinafter referred to in paragraph 4 herein.

3. I am 84 years of age and have lived in or about the Town of Elie all of my life, growing up, marrying and raising my family of nine children, and for a considerable period of that time I resided with my family in the homestead home that is located nearby to the Lionel Bouchard home and for the last thirty (30) plus years I have resided in the Lionel Bouchard home, caring for and developing it, including planting over 12,000 trees.

4. The Lionel Bouchard home is my home and as long as I can manage, I intend to live in my home, which is depicted in two photographs attached hereto and marked as Exhibits "A" and "B". In addition, attached hereto and marked as Exhibit "C" is a sketch of my land and home in which I have a life estate after selling my interest in the property to my son, the respondent, André Lionel Bouchard.

5. It was in or about January 1990 that I agreed to sell an undivided one-half interest in all my farm property, consisting of approximately eighty-nine acres including the Lionel Bouchard home and premises, bush, cultivated acreage and river property that runs through the acreage, to the respondent, André Lionel Bouchard.

6. In or about September 2002, I agreed to sell my remaining undivided one-half interest in all my farm property, including the Lionel Bouchard Home, on the understanding that I would continue to live in the Lionel Bouchard home and enjoy my home and premises for the rest of my life.

7. Until in or about December 16, 2005, I lived in the Lionel Bouchard home and enjoyed it and access to it as I had done for the last thirty (30) plus years, but, in or about December 16, 2005, I suffered an injury as a result of a fall due to the presence of ice on the property of a church. I was hospitalized at Grace Hospital and released after 24 hours, but readmitted several days later for further treatment and I remained in hospital until on or about January 27, 2006, when I was discharged.

8. On or about January 27, 2006, I was discharged into the care of my daughter, Marlene Legare, who had agreed to provide me with homecare support to ensure that I was taking my medication and to do light housekeeping, arranged as a temporary precautionary measure to assist me. At that time I was quite capable of living in my home on my own and there was no restriction, medical or otherwise, preventing me from doing so, although I did have to wait a couple of weeks to get clearance from my doctor to drive my vehicle. I did, in fact, receive such clearance immediately from my physician and I maintain a valid driver's licence to this day.

9. The respondent, André Llonel Bouchard, was furious that I had returned home, barging in to my home three times on the Friday night that I returned home. On the following Sunday morning the respondent, André Lionel Bouchard, again

stormed in to my home in a fit of rage demanding that I leave, but I did not wish to move from my home.

10. During the course of my dispute with the respondent, André Lionel Bouchard and other of my children, on January 29, 2006, the respondent, André Lionel Bouchard, was charged with stealing my cellular telephone and the cellular telephone of my daughter, Marlene Legare, and a "No Contact" Order was made against him. This dispute gave rise to an agreement between myself, my son, and my children present at the time, whereby we all agreed that they would not remove me from my home and that I will notify my daughter, Marlene Legare, should I decide to move. The respondent, André Lionel Bouchard, also agreed to pay my rent if I moved away from my home. Attached hereto and marked as Exhibit "D" to this my affidavit is a copy of the agreement made on January 30, 2006, referred to herein.

11. Despite the agreement, Exhibit "D", the respondent, André Lionel Bouchard, had me moved around for a two week period between his house and the homes of two of my daughters, during which time my son and daughter pressured me into moving temporarily into a senior citizen home while my son did some very minor maintenance to the home, which, in my opinion, did not necessitate my moving out.

12. Due to the insistence of my daughters and son, I finally agreed to live at the St. Eustache Manor on the understanding that my son would pay my rental expenses for the months of February, March and April 2006 and that I would be able to return to live in my home on June 1, 2006, should I decide to do so. Attached

hereto and marked as Exhibit "E" to this my Affidavit is a copy of the agreement dated February 11, 2006, that I signed with the respondent, André Lionel Bouchard, in which my life interest in my home is confirmed and my ability to return to my home on June 1, 2006, is also confirmed.

13. As a result of the agreement I made, Exhibit "E" hereto, I moved into the St. Eustache Manor on February 15, 2006. Since June 1, 2006, or shortly thereafter and to this present day, I have made repeated efforts to regain possession of the Lionel Bouchard home that I wish so desperately to return to live in for as long as I am capable of doing so, but the respondent, André Lionel Bouchard, has proceeded to rent my home to the respondent, Jack Bock, and has refused and continues to refuse as of the date of signing this Affidavit to allow me to return to my home and to resume living in it.

14. Based on information from my friend, Michael Bernardis Slegers, that I verily believe to be true, the respondent, André Lionel Bouchard, has rented my home to a couple of persons during the period from June 2006 to the present time, the most recent person being the respondent, Jack Bock, who moved from a hotel room in which he was residing at or near Elie, Manitoba, into my home at a rent amount that I am unable to name and he remains in my home at the present time, despite the fact that both respondents have been requested to make my home vacant and available to me so that I can resume living in my home.

15. Through my lawyers I requested Mr. Jack Bock, who in error I thought was named Mr. "Jack Blogg", to vacate my home premises on or before April 6, 2008, and to return the keys to my lawyer's offices on or before April 7, 2008, and attached hereto and marked as Exhibit "F" to this my Affidavit is a copy of my lawyer's letter dated March 28, 2008, that was sent by registered mail to the respondent, Jack Bock, with a copy sent by ordinary mail to the respondent, André Lionel Bouchard.

16. When I left my home in December 2005 to be hospitalized, my home was fully furnished and held all of my personal belongings. Despite my protest, the respondent, André Lionel Bouchard, along with his wife, Angie, and two other daughters, Lynda Staub and Claire Demery, by their own admission to me, removed twenty-seven (27) garbage bags containing my possessions without my consent and whatever furniture and belongings that were not moved to the St. Eustache Manor were simply tossed out in the yard, but I was able to salvage some items which are now in a storage container that I purchased for \$500.00.

17. I am completely capable of looking after myself. I have a landscape maintenance services contract with MTS Allstream which I signed on April 4, 2008, under which I have agreed to provide grass cutting and yard maintenance services which work was to commence of May 1, 2008, but I have been and continue to be denied access to my home and premises and my equipment that I need in order to fulfill the requirements of the contract. Attached hereto and marked as Exhibit "G" to this my Affidavit is a copy of the said MTS Allstream contract. I have made temporary arrangements with an individual to perform my services under the contract until I am able to do so.

18. I own a 1952 Dodge one-ton truck and a 1996 Dodge van and a 1989 motor home. All vehicles except my Dodge van have been stored on my premises in a shed until recently when, with the assistance of the RCMP, I was able to gain possession of my motor home that I annually rent out to a friend at about this time. The Dodge van is registered and I drive it.

19. I have not received any monies from the respondent, André Lionel Bouchard, nor from the respondent, Jack Bock, for the rent payable for the occupation of my home and premises, nor am I aware of any particulars as to the amount of rent and the amount of time my home and premises have been occupied by tenants. Furthermore, in breach of his agreement, Exhibit "D", the respondent, André Lionel Bouchard, failed to pay all of my rent for the months of February, March and April 2006 at the St. Eustache Manor. As a temporary measure, while minor renovations were supposedly being undertaken at my home, I acceded to my son's wishes and resided in the St. Eustache Manor, and subsequently, in a rental suite in Elie, Manitoba, but now my wishes are to return to my home.

20. Knowing of my desire to return to my home, in an effort to prevent me from doing so, in or about January 22, 2008, my son promised to subsidize all of my monthly rent at my Elie, Manitoba, accommodation in the amount of \$200.00 per month, but, due to my desire to return to my home, I have not renewed the lease in Elie, the rental of which terminated on May 31, 2008.

20. Because the respondent, André Lionel Bouchard, refuses to allow me to return to my home and to enjoy possession of it as I formerly did, on or about

February 29, 2008, I caused my lawyers to register in the Portage La Prairie Land Titles Office, a Caveat, registered as number 1112240, which was entered on Title No. 1901751, and now produced herewith and attached as Exhibit "H" to this my Affidavit is a copy of the said Caveat.

21. I am presently residing with a friend, Michael Bernardis Slegers, at his residence at:

3759 Highway 26
St. François Xavier, Manitoba, R4L 1B6

22. I require immediate possession of my home free of any interference or contact from the respondent, André Lionel Bouchard, in order that I can resume my life here in Manitoba, in the community in which I have lived all of my life.

23. I make this Affidavit *bona fide*.

SWORN before me at the City)
Of Winnipeg, in the Province of)
Manitoba, this day of)
June, 2008.)

LIONEL ANDRÉ BOUCHARD

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