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File No 11090 S

May 1, 2009

Marlene Legare

19597 Frasier Highway
Pitt Meadows, BC V3Y 2N6

Dear Marlene:

Re: Lionel André Bouchard v André Lionel Bouchard and Jack Bock

Enclosed herewith please find two copies of the Supplementary Affidavit of Lionel Andre Bouchard for swearing. Would you kindly take Mr. Bouchard to a lawyer's office and have him swear the Affidavit (both copies) before a Notary Public and ensure that the Notary Public affixes his or her seal and completes the Exhibit stamps on each of the exhibits. Then return both copies of to me and I will attend to its filing and service.

You will note that the Affidavit does have some of the changes you've proposed, but not all of them. It is not appropriate to insert many of the comments that you have suggested because they are either irrelevant or the comments are based on hearsay. Therefore, do not change the content of this Affidavit and please return it to me duly sworn.

If you have any questions, please do not hesitate to call me.

Yours truly,

HOOK & SMITH

Per: 

Winston F. Smith, Q.C.

WFS/ca
Enclosure

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

SUPPLEMENTARY AFFIDAVIT OF LIONEL ANDRÉ BOUCHARD
SWORN THE 7 DAY OF May, 2009

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

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3. On Wednesday, August 13, 2008, my application for orders restoring my life estate in and possession of the Lionel Bouchard home was to be heard, but as a result of a promise made to me by my son, André Lionel Bouchard that he would secure satisfactory accommodation for me in Elie, Manitoba, in which I could live for the rest of my days, I was prepared to enter into negotiations with him to settle my claim.

4. On Monday, August 11, 2008, I, together with a friend, Michael Bernardis Slegers (hereinafter "Mike"), with whom I was temporarily residing, met my son at the premises of the Lionel Bouchard home, as described in my Affidavit sworn on July 4, 2008 in this matter. I went to my home to pick up some personal belongings.

5. When Mike and I arrived, I noted that an individual named Bruce Jamieson was sitting in my son's pickup truck. Mr. Jamieson was an LPN who had worked in the Portage la Prairie hospital as a community mental health worker in Geriatric Services and who had conducted an assessment of my ability to look after myself in February 2006 after my release from hospital in January 2006 when I had been hospitalized after my fall and injury in December 2005. Apparently, at the time of my meeting Mr. Jamieson on August 11, 2008, he was working as an LPN in the Lion's Personal Care facility in Portage la Prairie.

6. Because of a rain storm, Mike invited my son and Mr. Jamieson into the back of his extended cab truck and then we all moved to a nearby shed on my

home property and, while inside the shed, Mr. Jamieson took me aside and asked me some questions, including questions about my memory, the present date and other questions that, 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.

7. Following the meeting at the Lionel Bouchard home, Mike, my son, Andy, and I went to Portage la Prairie for dinner during the course of which, Andy and Mike talked privately in low tones so I could not make out what they were saying.

8. After dinner all three of us returned to Mike's residence and it appeared that Andy and Mike were going to carry on their conversation and, as I was exhausted, I went to bed, but before retiring, I gave them my cellular phone as they said I should replace it.

9. Very early the next morning Andy was back at Mike's residence and they informed me that we were going to see my lawyer, Mr. Smith, for an unscheduled meeting to resolve the issue of possession in the upcoming court hearing as it would not be necessary as my son told me that he was prepared to purchase a home for me in Elie, Manitoba, in which I would 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 further informed me that he knew of a house for sale in Elie, (on

Bernardin Street that was seen later that day, but deemed unsuitable), but if he could not purchase it, he would find another home in the townsite 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, notwithstanding that the respondent, Jack Bock, was living in my home at that time. Furthermore, I was aware that Andy had replaced the septic tank in 2006 and, while I lived in my home, I had the well water tested annually. The well supplies the neighbor's needs as well and I am not aware there has been any problems in using the water for domestic use.

10. 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, instead, informed my son that I would discuss his offer with my lawyer, Mr. Smith. Attached hereto and marked as Exhibits "A" and "B" respectively are copies of the Discharges presented to me for signature.

11. Also on August 11, 2008, my son and 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. I met with Mr. Barry Greenberg

who questioned me about what was going on and, after hearing my explanation to him, refused to provide any services whatsoever.

12. In the morning of August 12, 2008, I, together with Mike, went to see my lawyer and my son also drove to Winnipeg and parked and waited outside my lawyer's office during the course of the meeting that lasted for about an hour. Mike and I reported to my lawyer the events that had taken place over the last couple of days, including the offer made to me by my son. I was excited about the prospect of settling my life estate claim, particularly since my son was going to secure satisfactory living accommodations for me.

13. 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 a house for me, but, other than the home in Elie, Manitoba, no other search was planned 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 as part of the consideration for my selling to my son all my farm land for considerable less than market value, I had to consider and discuss with my lawyer why I should accept a \$200.00 per month rent contribution from my son;
- (c) The issue of a Court Order imposed on my daughter, Marlene Legare, prohibiting her from entering the Province of Manitoba until February 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 to me in providing temporary accommodation, assisting me with my financial affairs and looking after my needs. I wanted her to be available to assist me in selecting my satisfactory living accommodations and in moving and settling into them and needed to determine how that could be accomplished;
- (d) I wanted 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 were now ready for harvest. I also wanted the assurance that I had a right of entry on to the Lionel Bouchard home property, if I was not living there, until I was physically unable to attend there;

- (e) Since I was being pressured to sign discharges of my Caveats and to change my Power of Attorney, it was important to me to ensure that there I would not be subjected to such undue pressure on me from family members to take any such steps and I wanted it understood that I would not sign anything without my lawyer's approval. In January, 2006, my son had retained the Chapman Goddard Kagan law firm to witness/notarize a Power of Attorney drafted by another firm that appointed my son and one of my daughters as my attorneys. I did not authorize such legal services, but my son paid for it by signing one of my cheques. In February 2008, I revoked that Power of Attorney and appointed my daughter, Marlene Legare, or alternatively, my sister, Madeleine Fillion, as my attorneys. I am opposed to any further changes to my present Power of Attorney without receiving the advice of my lawyer.

- (f) In view of the presence of Bruce Jamieson the day before 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 resolution 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 my farmland to my son.

14. During my meeting with my lawyer on August 12, 2008, I noticed that Mike left the office on several occasions to talk to my son outside. He apparently discussed a number of the issues or concerns I was raising with my lawyer as listed in paragraph 13 above 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. Accordingly, it was obvious that not all the issues that concerned me were going to be resolved without the involvement of our respective lawyers and, therefore, I instructed my lawyer to draft a letter to my son's lawyer, Mr. Kelly Land at the Chapman law firm, for my review setting forth all the terms of settlement that I wanted confirmed in writing.

15. During the course of my meeting with my lawyer on August 12, 2008, I also noticed that Mike was assuming responsibility to negotiate with my son on

the various issues for resolution instead of letting the negotiations take place between my lawyer and my son's lawyer or between my son and I.

16. On August 13, 2008, Mike again 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. During the course of discussions with my lawyer in the presence of Mike, I again realized that Mike was speaking directly with my son about the issues and concerns I had and, without my knowledge or authority, was negotiating with him on those various issues and concerns, including, without restriction, alternative living accommodations for me, payment of rent and other concerns that were part of the negotiation agenda for my lawyer.

17. During the latter part of the week of August 11, 2008, I realized I was being pressured by my son and Mike into a settlement that I did not approve. My son wanted me to change my Power of Attorney, sign Discharges of the Caveats, attend on my bank and credit union with him to change my account authorities while no progress was being made towards securing my living accommodations and I was becoming uncomfortable that Mike was constantly in my company, driving me to one location or another where I would meet my son.

18. I realized toward the end of the week of August 11, 2008, that my freedom was being severely restricted. Every time I went to my lawyer's office Mike drove me and my son parked outside his office and waited. I was unable to communicate by cellular telephone and any calls to Mike's telephone at his residence were screened by Mike. When I did answer a call, I had no privacy. If my lawyer was attempting to contact me during this time I was not aware of it.

19. By Friday, August 15, 2008, there was no prospective residence for me. At the urging of Mike I had applied to the senior housing authority in Elie for acceptance as a resident of one of their units and was on their waiting list. No other efforts were being made by my son to identify alternative accommodation for me.

20. On Tuesday, August 19, 2008, I was advised by my lawyer and verily believe that he made a number of telephone calls to me at Mike's residence and on my cell phone on Thursday and Friday August 14 and 15, 2008, but was unable to make contact with me resulting in him sending an email on Friday, August 15, 2008 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 to Mr. Land and a copy of Mr. Land's reply email dated August 18, 2008.

21. 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 Mike, and that I had no freedom to move about on my own. I was threatened that if I did not follow my son's wishes my son and two daughters would not concern themselves with me any longer. I was confined to only those activities that involved Mike being 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 or to attend alone on my lawyer, Mr. Smith.
22. When I returned to Mike's home from my daughter's, Claire Demery's home, on Sunday, August 17, 2008, he informed me that my lawyer had called and had scheduled a meeting in his office alone without him or my son for two o'clock on Tuesday, August 19, 2008.
23. 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 never did so.
24. On Tuesday, August 19, 2008, at 2 o'clock, I was driven by Mike to my lawyer's office and, while Mike sat outside in his truck, I met with Mr. Smith.
25. During the course of my meeting with Mr. Smith, I realized what incredible pressure my son was placing on me to terminate the services of my lawyer and

to accept all my son's settlement proposals, which meant turning my affairs over to him to manage and allowing him to find accommodation for me. I also realized that I was confined to the custody of Mike and that if I returned home with him to his residence, I was fearful of 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 Mike had the keys and would not release them to me. My cellular telephone had been taken from me. I had no privacy and could not even express my concern to my relatives and friends who dropped by Mike's home to visit me, since I was always in the presence of either Mike, my son or my daughters, Lynda Staub and Claire Demery.

26. 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.

27. 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.

28. Attached hereto and marked as Exhibit "D" to this my Affidavit is a copy of the Authority that I signed authorizing the investigation firm of Oliver, Yaskiw & Associates Inc., to escort me out of the province. Accordingly, Mr. David Yaskiw and Mr. Gordon Oliver of the investigation firm drove me to Regina, arranged for my overnight accommodation and placed me on an Air Canada flight to Vancouver the next day, August 20, 2008, where I met with my daughter Marlene Legare with whom I am now living on a temporary basis until my application herein is decided.

29. The authority that I signed, Exhibit "D", 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.

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

31. Before leaving his office on August 19, 2009, I requested my lawyer to obtain from Mike personal items that I was leaving behind at Mike's home, including some clothing, my passport, medication, travelers cheques, box of papers in my bedroom and, also, to recover my bag of personal items that I had left in Mike's truck while meeting with my lawyer. Mike has not returned any of

these items, although I have requested their return on a number of occasions, either directly or through my lawyer.

32. I have also asked Mike for my own vehicle, which he refuses to release from his residence and to allow me to arrange to have picked up.

33. 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, or own, including oil rags, gas, oil cans, which damaged the interior of the car, resulting in repair costs for a new carpet and interior van cleaning charges in the total amount of \$953.69 plus taxes. Attached hereto and marked as Exhibit "G" to this my Affidavit is a copy of the repair estimate.

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

35. 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 "H" and "I" respectively are copies of the invoices of the Oliver, Yaskiw & Associates Inc. firm dated August 22 and 29, 2008, respectively.

36. In addition, my daughter, Marlene Legare, paid \$416.50 for my airfare and incurred the total sum of \$2,155.52 expenses to fly her friend to Winnipeg in order to drive her said van from Winnipeg to Vancouver and attached hereto and marked as Exhibits "J" and "K" respectively are copies of the invoices covering all the expenses incurred.

37. Attached hereto and marked as Exhibit "L" 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.

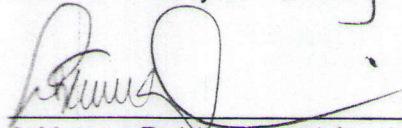
38. I wish to live in peace in my own residence of my choosing which I prefer to be the Lionel Bouchard home as my first choice. Alternatively, should I be required to rent a residence, I expect my son to pay my monthly rental expense in full as part of the agreement I made with him when I sold him my farm.

39. 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 plus the sum of \$9,953.37 for all my expenses for the travel escort services and airfare, van recovery and driver expenses and for all damages incurred to my daughter's van.

40. I make this Affidavit *bona fide*.

SWORN before me at the City)
of *Maple Ridge*, in the)
Province of British Columbia,)
this *7th* day of *May*, 2009.)

Lionel Bouchard
LIONEL ANDRÉ BOUCHARD



A Notary Public in and for the
Province of British Columbia

CHERYL BENNEWITH
Notary Public
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