

# HOOK & SMITH

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Gordon P. Hook (Retired)  
Garry N. Harvey (1944-1998)

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*

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

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

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



**THE QUEEN'S BENCH  
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SWORN THE 7 DAY OF May, 2009

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File No. 11090S

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.

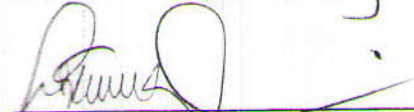
39. In addition to the relief I have requested in my Application herein, I claim against my son, reimbursement for all my expenses, including all my legal expenses incurred in enforcing my right to a life estate in the Lionel Bouchard home plus the sum of \$9,953.37 for all my expenses for the travel 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 *7<sup>th</sup>* day of *May*, 2009. )

*Lionel Bouchard*  
LIONEL ANDRÉ BOUCHARD

  
A Notary Public in and for the  
Province of British Columbia

CHERYL BENNEWITH  
Notary Public  
22366 McIntosh Ave.  
Maple Ridge, B.C. V2X 3C1  
467-5555



## Winston Smith

---

**From:** Kelly Land [kpl@cgklaw.ca]  
**Sent:** August 18, 2008 9:11 AM  
**To:** Winston Smith  
**Subject:** Re: Bouchard v. Bouchard

Winston

I am out of the office for the next few days. I am aware thought my client, who in turn has been advised by Mr. Slegers, that your client is being pushed very hard from Marlene in BC.

We have been guided in this matter by your strong assertion that your client is competent and capable of giving instruction regardless of the family pressure he is under.

My client does not want to be seen as trying to manipulate the situation and therefore I have advised him to avoid initiating any discussion with his father until the matters are resolved. He has accepted that Mr. Slegers will look after his fathers interests as a neutral third party and communicate anything of a personal nature to my client. All legal matters remain between our offices.

I await your letter of settlement once you have your instructions from Mr. Bouchard at your earliest convenience.

Kelly P. Land  
Chapman Goddard Kagan  
Barristers & Solicitors  
1864 Portage Avenue  
Winnipeg, MB R3J 0H2  
Ph: (204) 888-7973  
Fax:(204) 832-3461

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----- Original Message -----

**From:** Winston Smith  
**To:** kpl@cgklaw.ca  
**Sent:** Friday, August 15, 2008 2:08 PM  
**Subject:** RE: Bouchard v. Bouchard

Kelly,

I am presently out of the office and will be absent until August 26th.

Before leaving my office yesterday I drafted a letter to you setting forth the proposal to settle both the life estate and debt claim issues. During the course of my meeting with my client over the last few days, I realized that your client appears to be in contact with my client. In fact Andy called my office on Tuesday looking for Mike Slegers and, apparently, had been waiting for both Mr. Slegers and my client outside my office as they had traveled together from Elie to Winnipeg. The association seemed to be a follow-up to the meeting on Sunday between our respective clients and Mr. Slegers at which the initial settlement discussions commenced.

I now am awaiting my client's review and approval of the settlement proposal before I can send it on to you. However, despite my efforts to contact my client or Mr. Slegers, I am unable to do so and the reason for that is he, apparently, is meeting with your client and Mr. Slegers. Would you be so kind as to call your client and ask him to have his father call me at my lake number 1-204-349-8470.

19/08/2008



Although there is, of course, no legal restriction in the parties to a conflict discussing resolution of issues between themselves, there are a few reasons why I would suggest they not do so in this case until the terms of any settlement are finalized between counsel. In saying this, I realize that your client may be looking for suitable accommodation for his father, but I suggest even this step be guided by counsel to ensure we are all on the same page.

In this case, be aware of the following reasons why I am convinced that counsel be the only negotiators:

(a) In the circumstances of this case there is a presumption on your client of undue influence in achieving any settlement of any issues between father and son that would not be arguable if the settlement process were conducted between their respective counsel and, thus, they each have received independent legal advice;

(b) Your client apparently brought Dr. Bruce Jamieson to the Sunday meeting of the parties to discuss settlement, much to the surprise of my client and Mr. Slegers. I am advised that Dr. Jamieson apparently conducted an interview of my client and pronounced him capable of handling his own affairs! If your client did in fact invite this doctor to be present to examine my client, he has acted inappropriately to say the least and clearly has attempted to prejudice my client's rights; and

(c) As I told you over the telephone on Tuesday, last, at that same meeting your client presented my client with two discharges of the two caveats our office registered against the farm lands. Apparently, they were drafted by a daughter of my client, Lynda Staub, who is an employee of the Land Titles Office. Such action was also inappropriate in view of the fact that this action is an obvious attempt to take advantage of my client and, once again, to prejudice his rights by having him discharge his legitimate claims against his son. This is particularly reprehensible behavior in the face of their knowledge that their father has legal counsel.

Accordingly, in addition to your request to your client to tell his father to call me at the above number as soon as possible, I request you advise your client to then stay away from my client and not to have any further contact whatsoever with him except as advised by you, his counsel, as such contact may be agreed between counsel.

Thank-you,

Winston

Winston F. Smith, Q.C.  
Hook & Smith  
Barristers, Solicitors & Notaries Public  
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cel: 204-955-0001  
email: wsmith@hookandsmith.com

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No virus found in this incoming message.

19/08/2008



C A N A D A

PROVINCE OF MANITOBA

T O W I T

) IN THE MATTER OF Lionel André  
)  
) Bouchard, of the Town of Elie,  
)  
) in the Province of Manitoba.

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

DO SOLEMNLY DECLARE THAT:

1. I authorize the firm of Hook & Smith and their solicitors and the investigation firm of Oliver, Yaskiw & Associates and their respective employees, agents and principals to take all steps necessary to assist and escort me immediately from the Province of Manitoba to the Province of British Columbia and to take all necessary steps in order to accomplish such move.
2. In assisting me as requested and authorized in paragraph 1 hereof, I hereby remise, release and forever discharge the firm of Hook & Smith and their solicitors and the investigation firm of Oliver, Yaskiw & Associates and their respective employees, agents and principals from any and all liability that may arise as a result of their compliance with my authorization to assist me.
3. I give this authorization for the purpose of removing myself from members of my family and others in Manitoba who have confined and restricted my movements and my ability to communicate freely with my counsel and with my relatives and friends.
4. I further authorize the firm of Hook & Smith and their solicitors and the investigation firm of Oliver, Yaskiw & Associates and their respective employees, agents and principals to take all steps necessary to recover any of my personal property still remaining in the possession of Mike Slegers or any other member of my family and also to obtain possession of a 2007 Dodge Caravan VIN 1D4GP24R17B224765, owned by my daughter, Marlene Legare, of Maple Ridge, British Columbia. I acknowledge that the vehicle is presently registered with BC licence plate no. 854 MBA, but I understand that new plates have been issued for the vehicle being BC licence plate no. 689 MBP.



5. I authorize the firm of Hook & Smith and their solicitors and the investigation firm of Oliver, Yaskiw & Associates and their respective employees, agents and principals to provide such information from time to time as may become necessary to any police authority who are making inquiries as to my whereabouts.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*.

DECLARED before me at the )  
City of Winnipeg, in the )  
Province of Manitoba, the )  
19<sup>th</sup> day of August, 2008. )

*Lionel Bouchard*  
**LIONEL ANDRE BOUCHARD**

*[Signature]*  
A Notary Public in and for the  
Province of Manitoba

THIS IS EXHIBIT "D" REFERRED TO IN THE  
AFFIDAVIT OF .....

*Lionel Andre Bouchard*

SWORN BEFORE ME AT THE *City of Maple Ridge* IN THE PROVINCE OF *British Columbia*

THIS *7* DAY OF *May* 20*09*

*[Signature]*

CHERYL DENNEWITH  
Notary Public  
22366 McIntosh Ave.  
Maple Ridge, B.C. V2X 3C1  
467-5555

E  
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RECEIVED  
SEP - 5 2008

August 22, 2008

Hook & Smith  
Barristers, Solicitors and Notaries Public  
201 - 3111 Portage Avenue  
Winnipeg, Manitoba  
R3K 0W4

Attention: Winston F. Smith, Q.C.

Dear Winston:

**Re: Lionel Bouchard  
Our File # I08-13861**

ASSIGNMENT

We were requested to assist in conveying Mr. Lionel Bouchard out of town and onto an aircraft bound for Vancouver. Mr. Bouchard, it was feared was in danger from his son and the person Lionel was staying with, and as his daughter in Vancouver wanted him with her for his safety, you felt it best to offer Mr. Bouchard the opportunity to leave town and journey to Vancouver to be with his daughter.

We were also required to recover a van that had been given to Mr. Bouchard for his exclusive use by his daughter. The van remained in his daughter's name; however, Lionel was to have the use of it until he could no longer drive and then it was to be returned to Marlene. For some reason the person that Lionel was staying with had locked the van up in his garage.

Please note that the van problem will be handled out of a separate file, and will not be reported on, within this report. This report will only deal with assisting Lionel to safely leave town.

SUBJECT

**LIONEL BOUCHARD**  
Town of Elie  
Manitoba.

The subject is a male in his mid-eighties. He is a very friendly guy and seems to be totally "with it" as he shows no signs of not being aware of what is going on around him.

THIS IS EXHIBIT "E" REFERRED TO IN THE  
AFFIDAVIT OF.....

Lionel André Bouchard  
SWORN BEFORE ME AT THE City of Maple Ridge IN THE PROVINCE OF British Columbia  
THIS 7 DAY OF May 2009

CHERYL BENNEWITH  
Notary Public  
22308 McIntosh Ave.  
Maple Ridge, B.C. V2X 3C1  
467-5555



We actually enjoyed his company on the way to Regina. He pointed out many things from his past and commented on several current issues. He was very concerned with the fact that his family was divided in their support for his current and future well being. One side of his family said that if he had contact with the other side they would not wish to associate with him anymore, nor would he be allowed to see his grandchildren and this, he found very hard to understand and it hurt him.

### DETAILS

We spoke to Mr. Smith on August 18, 2008 and he set out the basic details of this matter. It would appear that he was worried that if his client remained in Manitoba, that he feared that something might happen to Mr. Bouchard. This stemmed from a current outstanding lawsuit involving Mr. Lionel Bouchard and his son **ANDRE BOUCHARD**. Mr. Smith concluded that a number of incidents that had occurred involving Andre Bouchard lead him to believe that Lionel could be in danger and he felt that Mr. Bouchard should leave town for some time, while he dealt with Andre and Andre's lawyer. Currently Andre's lawyer was on vacation. In any case it was agreed that we would meet at Mr. Smith's office at 9:00 a.m. to discuss this situation further and to construct a plan of action.

On August 19, 2008, we met at Mr. Smith's office located at 201 – 3111 Portage Avenue, Winnipeg, Manitoba. At the meeting were **Winston Smith, David Yaskiw and Gordon Oliver**. Both David and Gordon are from **Oliver, Yaskiw & Associates Inc.**, a local Investigation and Security firm.

Mr. Smith, once again set out his concerns involving his client Lionel Bouchard. He said he had talked to Lionel's daughter **MARLENE LEGARE** of 12345 – 234 Street, Maple Ridge, British Columbia, V2X 0N7. **She also feared for her father's safety** and she was willing to pay for her father's trip to B.C. as well as the escort. She had also indicated that she, in addition, wanted the 2007 Dodge Van that she had given to her father for his use, secured and returned to her in Maple Ridge.

Various aspects of this matter were discussed and **it was agreed that if Mr. Bouchard wished to journey to Maple Ridge to visit his daughter, that we would escort him to the airport and make sure that he got on the plane safely.** It was further agreed that we would come back to Mr. Smith's office at 2:00 p.m. at which time he was meeting with Lionel and if Lionel agreed to go to B.C. we would escort him accordingly. It was decided that to fly out of Winnipeg was too risky and that if we tried to do so Andre Bouchard and **MIKE SLEGERS** would try and prevent his leaving by contacting the police. Although we felt confident that we could deal with Andre, Mike and the police, we also felt that we did not need the hassle, nor did we want to upset our charge. There was also a chance that if the police did get involved that we would have to spend a lot of time explaining the situation to them and there was always the chance that they would not believe our story and if this happened, Lionel would be held up for some time.

In any case, we returned at 2:00 p.m. and we were told that Mr. Smith was with Lionel. We sat around the office until after 4:00 p.m. when we were called into meet with





Winston and Lionel. We discussed a number of issues and then we left to bring the car around to the back of the building, as we had agreed that we would take him out the rear entrance (as the front entrance was probably watched by Andre or Mike). By 4:30 p.m. we had brought Lionel down and got him settled in the car. As we drove off, Lionel wanted us to stop and get his duffel bag from the truck he had come in, but we refused to do so. He indicated that he had his medication in the duffel bag along with his Passport, etc. We wanted to clear town before Andre or Mike noticed Lionel was missing and did not feel stopping at this time was a very good idea.

We first drove to Elie, Manitoba, and stopped at the local Pharmacy. We wanted to get Lionel's prescriptions filled. In any event, after stopping in Elie, we continued to drive west on #1 highway. Our destination was the Regina Airport. At this point it should be mentioned that the plan was that once we got on our way, two other members of our company would retrieve the car. Winston was to inform Mike Slegers that he was to turn the vehicle over to our custody along with Mr. Bouchard's belongings. This part of the matter will be reported under a separate file. ***It should be noted that Andre and Mike gave our people a lot of trouble over returning the van, not to mention the fact that David and I took Lionel away without their knowledge.*** From what occurred, it would seem that should we have taken Mr. Bouchard to the Winnipeg Airport, we would have had trouble with not only them, but also the police. Andre reported that we had kidnapped his father and taken him to the airport.

***Please note that while we were on the road, we received a call from our office (Denise Banin), indicating that the police had called and wanted a call from the persons that had taken Lionel away in a "security vehicle". They were under the impression that we had taken him to the airport in Winnipeg. On receiving this call, we spoke to Winston and he agreed to return the call to the police and explain to them what had occurred and that we did not "kidnap" Lionel, but that he was with us on a "voluntary basis". We later received a call from Winston who indicated, that he had spoken to the police and had explained everything to them and all was well.***

We stopped in Brandon for dinner and then carried on to Regina. We spoke to Marlene a number of times and she tried to arrange a flight out of Regina that evening, however there were no seats available. A flight was however arranged for 8:00 a.m. the next morning.

On getting to Regina, we had a very difficult time getting hotel rooms. The reason for this difficulty was that several special events were going on and all the hotels were full. We did finally manage to get two rooms at the Quality Inn, but had to pay a premium for their last two rooms.

The next morning we got Lionel up and drove him to the airport, where we had breakfast. We got him checked in and obtained his ticket. After breakfast Lionel cleared security and waited in the holding area, to fly to Vancouver. We stayed at the airport, keeping him under observation until he boarded the aircraft and we observed him fly off to his





destination. We then drove back to Winnipeg, stopping in Brandon for lunch. We arrived back in Winnipeg later in the afternoon.

### CONCLUSION

We were able to successfully convey Mr. Bouchard to the Regina Airport without incident. We believe that had we stopped to pick up his duffel bag, that we would have had some difficulties with the other family members. We also believe that had we taken him to the Winnipeg Airport, that we again would have encountered some problems, not only with the family, but also with the police.

### REMARKS

As mentioned above, *the recovery of the van will be reported under separate cover.* We would also like to bring to your attention, that as we spent some time with Mr. Bouchard, we did end up talking to him a great deal and in return he talked to us. From the short time that we were with him, it became apparent that perhaps something might be wrong in respect to his finances. He has no pension to speak of. Lionel does receive both CPP and old age pension (about \$1300 month). He sold his farm to his son Andre and recently received an Insurance settlement (amount unknown). Lionel does not seem to be a big spender. For some time, he lived at the old homestead and later lived with Mike and at an Elderly Persons Residence, as well as spending some time in the hospital. During our conversation Lionel advised us he had very little money as his family had taken it. Based on this fact, and the fact that as he spends very little money, you might consider doing some form of Forensic Financial Investigation to see where his money has gone. Considering what we know of the family, it is highly possible that they have helped themselves to what little money Lionel should have left. Andre's record with his father is certainly in question. Lionel also advised us that while he was away (in the hospital), Andre and Mike broke into his safety deposit box, which he kept at Mike's home and took most of its contents. The contents contained mostly personal papers, contracts, legal documents, etc.

In any case if we can help you with this matter further, please advise. We would at this time like to thank you for referring this case to Oliver, Yaskiw & Associates. As this facet of the matter seems to be complete, we are submitting our service invoice, which we trust you will find in order. Please note that if you have any questions about any aspect of this case, please feel free to contact this writer.

Yours very truly,  
**Oliver, Yaskiw & Associates Inc.**

Per:

*B. Douglas*

for **Gordon G. Oliver, FCIP, CRM, CFE, CII.**







RECEIVED  
SEP 10 2008

August 29, 2008

Hook & Smith  
Barristers, Solicitors and Notaries Public  
201 - 3111 Portage Avenue  
Winnipeg, Manitoba  
R3K 0W4

Attention: Winston F. Smith, Q.C.

Dear Winston:

**Re: Marlene Legare  
Our File # I08-13914**

THIS IS EXHIBIT 'F' REFERRED TO IN THE  
AFFIDAVIT OF .....

Lionel André Bouchard  
SWORN BEFORE ME AT THE City of Maple Ridge IN THE PROVINCE OF British Columbia  
THIS 7 DAY OF May 2009  
[Signature]

CHERYL BENNEWITH  
Notary Public  
22301 McIntosh Ave.  
Maple Ridge, B.C. V2X 3C1  
467-5555

ASSIGNMENT

As reported in our file I08-13861 (Lionel Bouchard), we have treated this facet of the overall file, as a separate matter. Although, done at the same time, as the Bouchard Extraction, this case was handled by a second team of investigators.

In this case, we were asked to help recover a van that was given to **Mr. LIONEL BOUCHARD** by his daughter **MARLENE LEGARE**. This assignment was to be done immediately after the other team of investigators helped Mr. Bouchard leave Mr. Smith's office covertly.

CLIENT

**Marlene Mary Legare**  
12345 - 234 Street  
Maple Ridge, British Columbia  
V2X 0N7

The client and registered owner of the van is one Marlene Legare. Ms. Legare purchased the van so that her father, Mr. Lionel Bouchard would have a reliable vehicle. His personal, older van was not very reliable in our harsh climate. The van in question had been driven by Lionel, until a few days before, when it had been placed in a shed on the farm of a Mr. Mike Slegers. The vehicle was locked in the shed and a second vehicle was placed in front of the shed door. No suitable explanation was given for this action.



Lionel was told it was to protect the vehicle during a storm – “*so that no trees would fall on it*”. The story did not make much sense, as there was no need to close it in to the point where Lionel was unable to use it!

## VEHICLE

The vehicle in question was a **2007 Dodge Caravan, red in colour, bearing serial number: 1D4GP24R17B224765 and BC plate number 689MBP**. This vehicle had been purchased in BC and driven to Elie, Manitoba, for the exclusive use of Mr. Lionel Bouchard. The vehicle was still registered in BC to Marlene Legare under Registration number 0641485 and insured by the Insurance Corporation of British Columbia.

## DETAILS OF RECOVERY

On August 19<sup>th</sup> at about 1400 hours, we met at the office of Hook & Smith, 201 – 3111 Portage Avenue, Winnipeg, Manitoba. We were not immediately able to meet with Mr. Winston Smith, as at the time he was meeting with Lionel Bouchard. We waited to be called into the meeting. At 1600 hours, we met with Winston Smith, David Yaskiw, Gordon Oliver and Lionel Bouchard. The meeting details were covered in more detail under our file I08-13861. In respect to the van, we were to try and recover it after Mr. Bouchard left with Mr. Oliver and Mr. Yaskiw.

Mr. Winston Smith had documents prepared to allow the recovery to proceed from a legal basis. The documents were signed by Marlene Legare. After the meeting with the above-mentioned gentlemen, Mr. Smith contacted **Mr. MIKE SLEGERS** and after he attended in the office, pointed out to him that the van was to be given over to us along with a list of items, which belonged to Lionel. Lionel had been staying at the farm owned by Mike, and the van was located in a shed on the property. Once Mike heard that the subject had left the province, he became very upset and was not being very cooperative. Mr. Smith, however, convinced Mike to assist us in recovering the van.

We left the office around 1745 hours and headed West on Portage Avenue. During this time we called the **Headingley, RCMP**, (non emergency number) to inform them, that we would be taking out a van from Mr. Slegers property. *It should be noted that Mike also went directly to Headingley RCMP, where he tried to make a report of Lionel's "KIDNAPPING"*. It was at this point that we showed the legal documents to the Constable, and a potential incident was quickly put to rest. In any case Mike did make a report and in addition, gave further information to them. After this, Mr. Sleger's went to eat at Nick's Restaurant on Portage Avenue. (We figure he did this to stall for time so that ANDY BOUCHARD, Lionel's son, would have time to get to the Slegers farm.) This meal lasted from 1815 hours to about 1930 hours, after which he then left for his farm. We followed and arrived at the farm about 2015 hours. Once on site, Mike said that he would start to load up the van with Lionel's personal belongings.





Some time later, at about 2030 hours, "Andy" Bouchard and a fellow named "Gilles" arrived at the farm. Andy informed us that we had to take all Lionel's personal belongings including "couches and beds", and as we did not have the means to do this he refused to hand over the van. We then had to call the RCMP who attended at 2105 hours. Once the RCMP were in attendance, the matter was straightened out and the van turnover was continued. As there was a 5<sup>th</sup> wheel and a boat blocking the entrances to the shed where the van was kept, we had them removed. We were then able to move the van off the farm.

The vehicle was driven back to Winnipeg by us and later turned over to Daniel at 2230 hours. This turnover took place at the Point West Autopark. During this event, we had several conversations with the client, Marlene Legare.

### CONCLUSION

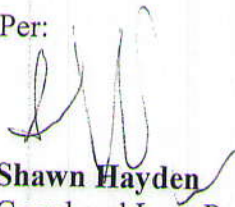
The van in question was recovered and turned over to the client's representative, DANIEL. The van was recovered in what appeared to be "good condition".

### REMARKS

Once the van was recovered and turned over to Daniel, our assignment was complete. As this matter is now finished, we are closing our file and submitting our service invoice, which we trust you find in order. We would like to thank you for referring this matter to our office and hope that we can be of further assistance in the future.

Yours truly,  
**Oliver, Yaskiw & Associates Inc.**

Per:



**Shawn Hayden**  
Guard and Loss Prevention Service Manager

Enclosure: Service Invoice







**MAPLE RIDGE CHRYSLER**

11911 WEST STREET, MAPLE RIDGE, B.C. V2X 4T2

PHONE: (604) 465-8931 FAX: (604) 465-9328

Web: www.mapleridgechrysler.com

E-mail: service@mapleridgechrysler.com



**SERVICE DIRECT (604) 465-8931 604-786-3454**

**OUT** INDEBTEDNESS IS HEREBY ACKNOWLEDGED IN THE SUM OF \$ \_\_\_\_\_ BEING ALL OF THE BALANCE OWING FOR REPAIRS, PARTS, & ACCESSORIES DESCRIBED IN THIS WORK ORDER  
DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

G.S.T. VENDOR NO. 80880 6145 RT0001 ALL ITEMS ARE SUBJECT TO G.S.T.

CUSTOMER NO. <b>42563</b>	ADVISOR <b>GRAHAM MELLANDER</b>	TAG NO. <b>30016</b>	INVOICE DATE <b>10/23/08</b>	INVOICE NO. <b>CCCS25254</b>
<b>MARLENE M LEGARE</b> 12345 232ST MAPLE RIDGE, BC V2X 0N7	LABOUR RATE	LICENSE NO.	KILOMETRES <b>19,544</b>	COLOR <b>INFERNO RED</b>
	YEAR/MAKE/MODEL <b>07/DODGE/G. CARAVAN/GRAND CARAVAN FW</b>	DELIVERY DATE <b>04/23/08</b>	STOCK NO. <b>UT224765</b>	DELIVERY DATE <b>10,871</b>
	VEHICLE I.D. NO. <b>1 D 4 G P 2 4 R 1 7 B 2 2 4 7 6 5</b>	SELLING DEALER NO. <b>9303</b>	PRODUCTION DATE <b>03/08/07</b>	
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>10/23/08</b>	SERVICE DATE <b>04/23/07</b>
RESIDENCE PHONE <b>604-465-5645</b>	BUSINESS PHONE	COMMENTS		

**LABOR & PARTS** ..... 338.69  
**J# 1 03CCZ** GENERAL MECHANICAL TECH(S):113  
**COMPLAINT:** REPLACE INTERIOR CARPET, DAMAGED. ICBC CLAIM. SEE GRAHAM  
**CORRECTION:** REPLACE COMPLETE INTERIOR CARPET.  
 RE&RE SEATS AND TRIM PANELS AND STOW AND GO LOAD FLOOR.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 1	1	0Y200XDH-AF	CARPET 23-079-001	628.00	615.00	615.00
JOB # 1 TOTAL PARTS						615.00
JOB # 1 TOTAL LABOR & PARTS						953.69

**J# 2 08CCZZ 2101** TRANS AUTO SHIFT TECH(S): 20358 **WARRANTY**  
**COMPLAINT:** CHECK AND REPORT ON TRANSMISSION. CUSTOMER NOTICED WHEN SLOWING DOWN, TRANSMISSION SHIFTS AT WRONG TIME. DIFFERENT THAN NORMAL, INTERMIT. NOTICED ON LONG TRIP.  
**CORRECTION:** ROADTEST FOR TRANS OPERATION-CHECK FLUID LEVEL & CONDITION  
 OK, CHECK FOR TRANS DTC'S, TSB'S & FLASH UPDATES.  
 TSB #21-015-07-REPROGRAM PCM AS PER SYMPTOM #1  
 PERFORM QUICKLEARN & ROADTEST

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 2 TOTAL PARTS						0.00
JOB # 2 TOTAL LABOR & PARTS						0.00

**J# 3 08CCZZ 0001** MECHANICAL 1 TECH(S): 20358 **WARRANTY**  
**COMPLAINT:** CHECK AND REPORT ON WIPER ARMS. PASSENGER SIDE GOES WIPES PAST THE WINDSHIELD AT TIMES  
**CORRECTION:** CHECK FOR CONDITION-NOT EVIDENT AT THIS TIME-NO TSB'S  
 ADVISOR COULD NOT DEMO...REMOVE CAPS & VERIFY ARM NUTS  
 -PROPERLY TORQUED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 3 TOTAL PARTS						0.00
JOB # 3 TOTAL LABOR & PARTS						0.00

**J# 4 05CCZZ-0859** REPRO KEY TECH(S): 39912 **14.99**  
**COMPLAINT:** CUT AND PROGRAM 1 SENTRY KEY  
**CORRECTION:** PROGRAMED ONE KEY

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 4	1	05183683-AA	KEY 23-017-001	229.89	136.90	136.90
JOB # 4 TOTAL PARTS						136.90
JOB # 4 TOTAL LABOR & PARTS						151.89

**J# 5 0711** DETAIL TECH(S): 19 **30.00**  
**COMPLAINT:** BUFF OUT SCRATCH ON DRIVER SIDE AT BOTTOM OF SLIDING DOOR. REMOVE STICKER ON L.R. OF REAR GLASS  
**CORRECTION:** CUT POLISH SCRATHES ON SLIDER DOOR

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
JOB # 5 TOTAL PARTS						30.00
JOB # 5 TOTAL LABOR & PARTS						30.00



**COMPLETELY SATISFIED**

THIS IS THE MOST IMPORTANT MEASUREMENT OF OUR SERVICE.

IF YOU CANNOT GRADUE US "COMPLETELY SATISFIED" PLEASE CONTACT YOUR SERVICE CONSULTANT



**PARTS DIRECT**  
 PH: 604-465-7951  
 FAX: 604-465-5109

Method of Payment

- Cash
- Cheque (Identification Required)
- Visa
- M/C
- Bank Debit Card
- Charge

DUE TO ENVIRONMENTAL REGULATIONS THERE IS A NOMINAL FEE FOR THE COLLECTION AND DISPOSAL OF HAZARDOUS MATERIALS. ETC

OIL FILTERS, ENGINE OIL, GLYCOL, TRANSMISSION FLUID, ETC

*Thank You*  
for your business

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 WWW.MAPLERIDGECHRYSLER.COM  
 E-mail: service@mapleridgechrysler.com



SERVICE DIRECT (604) 465-8964 604-786-3454

**O U T** INDEBTEDNESS IS HEREBY ACKNOWLEDGED IN THE SUM OF \$ \_\_\_\_\_ BEING ALL OF THE BALANCE OWING FOR REPAIRS, PARTS, & ACCESSORIES DESCRIBED IN THIS WORK ORDER.  
 DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

LT VENDOR NO 80880 6145 RT0001  
 OWNER NO 42563  
 MARLENE M LEGARE  
 2345 232ST  
 MAPLE RIDGE, BC V2X 0N7  
 SERVICE PHONE 04-465-5645  
 BUSINESS PHONE \_\_\_\_\_

ADVISOR GRAHAM MELLANDER	TAG NO. 30016	GLEG	INVOICE DATE 10/23/08	INVOICE NO. CCCS252540
LABOUR RATE	LICENSE NO.	KILOMETRES 19,544	COLOUR INFERNO RED	STOCK NO. UT224765
YEAR/MAKE/MODEL 07/DODGE/G. CARAVAN/GRAND CARAVAN FW	DELIVERY DATE 04/23/08	DELIVERY KMS 10,871	SELLING DEALER NO. 9303	PRODUCTION DATE 03/08/07
VEHICLE I.D. NO. 1 D 4 G P 2 4 R 1 7 B 2 2 4 7 6 5	R. O. DATE 10/23/08	IN SERVICE DATE 04/23/07	COMMENTS	

JOB # 5 TOTAL PARTS	0.00
JOB # 5 TOTAL LABOR & PARTS	30.00
SC CODE DESCRIPTION CONTROL NO	
R # A SS ENVIRONMENTAL CONT/MISC MATERIAL	
TOTAL MISC	37.03

SUMMARY  
 58.63 R-103493003  
 82.08

WARRANTY CERTIFICATION  
 20358 CHAZ 0412-AM-96

YEAR 2008 ... YEAR 2008 ... YEAR 2008 ... YEAR 2008	TOTAL LABOR...	383.68
CASH	TOTAL PARTS...	751.90
DEBIT CHEQUE	TOTAL SUBLET...	0.00
VISA **	TOTAL G.O.G....	0.00
MASTERCARD	TOTAL MISC CHG.	37.03
INTERAC	TOTAL MISC DISC	0.00
CHARGE #	TOTAL TAX.....	140.71

TOTAL INVOICE \$ 1313.32

BY WHO KEY LOCATION PAY TYPE  
 R HOURS PICK UP \*\*\*\* TIME  
 R HOURS PICK UP \*\*\*\* AUTHORIZED  
 R HOURS PICK UP \*\*\*\* TOTAL BILL OK'D  
 \*\*\*\*\*  
 TIME & TROUBLE !! LET US BOOK YOUR NEXT SERVICE NOW !  
 TO CUSTOMER! A plus sign (+) before a Job # denotes an  
 "red" job: please initial these to indicate authorization.

CUSTOMER SIGNATURE \_\_\_\_\_



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IF YOU CANNOT GRADE US "COMPLETELY SATISFIED" PLEASE CONTACT YOUR SERVICE CONSULTANT



PARTS DIRECT

PH: 604-465-7961  
 FAX: 604-465-5109

Method of Payment

- Cash
- Cheque (Identification Required)
- Visa
- M/C
- Bank Debit Card
- Charge

DUE TO ENVIRONMENTAL REGULATIONS THERE IS A NOMINAL FEE FOR THE COLLECTION AND DISPOSAL OF HAZARDOUS MATERIALS, eg:

OIL FILTERS, ENGINE OIL, GLYCOL, TRANSMISSION FLUID, ETC.

Thank You  
 for your business

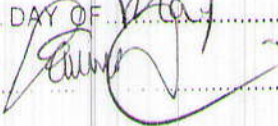


E  
F  
G

THIS IS EXHIBIT "A" REFERRED TO IN THE  
AFFIDAVIT OF.....

Lionel André Bouchard  
SWORN BEFORE ME AT THE ~~CITY~~ OF *Maple*  
*Ridge* IN THE PROVINCE OF *British Columbia*

THIS *7* DAY OF *May* 20*09*



CHERYL BENNEWITH  
Notary Public  
22366 McIntosh Ave.  
Maple Ridge, B.C. V2X 3C1  
467-5555



# Oliver, Yaskiw & Associates Inc.

15 - 1599 Dugald Road  
Winnipeg, Manitoba  
R2J 0H3

Telephone: (204)942-8002

Fax: (204)942-8220

## INVOICE

TO:

Hook & Smith  
Barristers, Solicitors and Notaries Public  
201 - 3111 Portage Ave.  
Winnipeg, MB R3K 0W4

Date: August 22, 2008  
Our File No.: 108-13861  
G.S.T. # 120737358

ATTENTION: WINSTON F. SMITH, Q.C.

RE: Extract Lionel BOUCHARD from Lawyer's  
Office and Drive to Regina

Fee: 45.00 hrs. x \$75.00/hr. =		\$3,375.00
Auto: 1168 @ \$0.70/km. =		817.60
Hotel: \$168.59 x 2		337.18
Telephone		100.00
Meals		<u>85.02</u>
<b>Subtotal</b>		<b>\$4,714.80</b>
G.S.T. ( 5.00%)	\$4,714.80	235.74
R.S.T. ( 7.00%)	\$4,714.80	<u>330.04</u>
<b>TOTAL</b>		<b><u>\$5,280.58</u></b>

THIS IS EXHIBIT "H" REFERRED TO IN THE  
AFFIDAVIT OF .....  
*Lionel André Bouchard*  
.....  
SWORN BEFORE ME AT THE *CITY OF Maple*  
*Ridge* IN THE PROVINCE OF *British Columbia*  
THIS *7* DAY OF *May* 20 *09*  
.....  
*Cheryl Bennewith*

CHERYL BENNEWITH  
Notary Public  
22366 McInnes Ave.  
Maple Ridge, B.C. V2X 3C1  
467-5555

Payment is Due Upon Receipt  
**\*THANK YOU FOR ALLOWING US TO BE OF SERVICE\***  
INTEREST TO BE CHARGED ON OVERDUE ACCOUNTS AT 2% PER MONTH (24% PER ANNUM)



# Oliver, Yaskiw & Associates Inc.

15 - 1599 Dugald Road  
Winnipeg, Manitoba  
R2J 0H3

Telephone: (204)942-8002

Fax: (204)942-8220

## INVOICE

TO:

Hook & Smith  
Barristers, Solicitors and Notaries Public  
201 - 3111 Portage Avenue  
Winnipeg, Mb  
R3K 0W4

Date: August 29, 2008

Our File No.: 108-13914

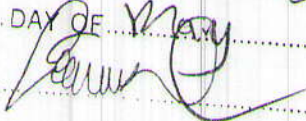
G.S.T. # 120737358

ATTENTION: Winston F. Smith, Q.C.

RE: Marlene LEGARE

Recovery of Van - August 19, 2008

Fee:	18.00 hrs. @ \$45.00/hr.	\$810.00
Auto:	120.00 km. @ \$0.70/km.=	84.00
Office Expenses:		<u>28.00</u>
<b>Subtotal</b>		<b>\$922.00</b>
G.S.T. ( 5.00%)	\$922.00	46.10
R.S.T. ( 7.00%)	\$922.00	<u>64.54</u>
		<b><u>\$1,032.64</u></b>

THIS IS EXHIBIT "I" REFERRED TO IN THE  
AFFIDAVIT OF.....  
Lionel André Bouchard  
SWORN BEFORE ME AT THE City of Maple  
Ridge IN THE PROVINCE OF British Columbia  
THIS 7 DAY OF May 2009  


CHERYL BENNEWITH  
Notary Public  
2230 McIntosh Ave.  
Maple Ridge, B.C. V2X 3C1  
467-5555

Payment is Due Upon Receipt  
**\*THANK YOU FOR ALLOWING US TO BE OF SERVICE\***  
INTEREST TO BE CHARGED ON OVERDUE ACCOUNTS AT 2% PER MONTH (24% PER ANNUM)



-----Original Message-----

From: Air Canada [mailto:confirmation@aircanada.com]

Sent: Tuesday, August 19, 2008 4:57 PM

To: Michelle Hader

Subject: Mr Lionel Bouchard - Booking confirmation

\*\*\*\*\* PLEASE DO NOT REPLY TO THIS E-MAIL \*\*\*\*\*

Itinerary/Receipt

Learn what you can do with this barcode

<[http://www.aircanada.com/shared/en/common/flights/pop\\_2barcode.html](http://www.aircanada.com/shared/en/common/flights/pop_2barcode.html)>

barcode<[http://book.aircanada.com/pl/ACOnline/en/BarcodeServlet?BARCODE=M1Bouchard/Lionel%20%20%20%20%20ELHKS4E%20YQRYVRAC%208571%20233%20%20%20%20%20%20%20%20%20%20029%200142161564228%20%20%20%20%20%20%20%20%20%20&FORMAT=PNG&WIDTH=205&HEIGHT=72&CODE\\_TYPE=PDF417&X=0.03&LEFT\\_MARGIN=0&TOP\\_MARGIN=0&BAR\\_COLOR=BLACK&BACK\\_COLOR=WHITE&RESOLUTION=5&PDF\\_ROWS=20&PDF\\_COLUMNS=8&PDF\\_ECLEVEL=3&PDF\\_COMPACTON=BINARY](http://book.aircanada.com/pl/ACOnline/en/BarcodeServlet?BARCODE=M1Bouchard/Lionel%20%20%20%20%20ELHKS4E%20YQRYVRAC%208571%20233%20%20%20%20%20%20%20%20%20%20029%200142161564228%20%20%20%20%20%20%20%20%20%20&FORMAT=PNG&WIDTH=205&HEIGHT=72&CODE_TYPE=PDF417&X=0.03&LEFT_MARGIN=0&TOP_MARGIN=0&BAR_COLOR=BLACK&BACK_COLOR=WHITE&RESOLUTION=5&PDF_ROWS=20&PDF_COLUMNS=8&PDF_ECLEVEL=3&PDF_COMPACTON=BINARY)>

Your booking is confirmed.

Please print this itinerary/receipt for your reference.

Thank you for choosing Air Canada and we look forward to welcoming you on board.

Booking Date:

Aug 19, 2008

Passengers:

Mr Lionel Bouchard

The following charges (tax inclusive) will appear on your credit card statement:

Air Canada: \$416.50 (Airfare - per ticket)

Ticket number(s): 0142161564228

Fare Rules

Departing Flight Regina (YQR) To Vancouver (YVR) - Tango

Tickets are non-refundable and non-transferable.

Flights can only be used in sequence from the place of departure specified on the itinerary.

THIS IS EXHIBIT "J" REFERRED TO IN THE

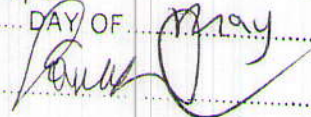
AFFIDAVIT OF .....

Lionel André Bouchard

SWORN BEFORE ME AT THE City of

Maple Ridge IN THE PROVINCE OF British Columbia

THIS 7 DAY OF May 2008



CHERYL DENNEWITH

Notary Public

22306 McIntosh Ave.

Maple Ridge, B.C. V2X 3C1

467-5555



From: Michelle Hader [Michelle.Hader@bcaa.com]  
Sent: Tuesday, August 19, 2008 4:58 PM  
To: mlegare@telus.net  
Subject: FW: Mr Lionel Bouchard - Booking confirmation

-----Original Message-----

From: Air Canada [mailto:confirmation@aircanada.com]  
Sent: Tuesday, August 19, 2008 4:57 PM  
To: Michelle Hader  
Subject: Mr Lionel Bouchard - Booking confirmation

\*\*\*\*\* PLEASE DO NOT REPLY TO THIS E-MAIL \*\*\*\*\*

## Itinerary/Receipt

Your booking is confirmed.

**Please print this itinerary/receipt for your reference.**

Thank you for choosing Air Canada and we look forward to welcoming you on board.



Booking Date: **Aug 19, 2008** Passengers: **Mr Lionel Bouchard**  
Agent Name: **1035**  
Agent ID: **6151643**

**Reduce your carbon footprint!**  
You can now take the initiative to directly offset the carbon emissions of your flight. Air Canada and Zerofootprint have partnered to allow you to make a difference for the environment.

**Bring along your favourite headset**  
Did you know that each year, millions of used headsets are thrown away? You can help significantly reduce waste by bringing along your favourite headset each time you fly. We even provide complimentary adaptors onboard all aircrafts equipped with outlets not compatible with single-prong headset jacks.

<b>Booking Information</b>	<b>AIR CANADA</b>
Booking Reference: <b>LHKS4E</b>	<b>Customer Care</b>
Electronic Ticketing confirmed. This is your official itinerary/receipt. <b>Main Contact:</b> BCAA Maple Ridge maptravagents@bcaa.com 1-604-2051200	<b>Air Canada</b> 1-888-247-2262
<b>Online Services</b> Alert me of flight status changes directly to my mobile phone or email. Flight Arrivals & Departures - Check online if my flight is on time. Check-in online and print my boarding pass.	<b>Flight Arrivals and Departures</b> 1-888-422-7533

### Flight Itinerary

Flight	From	To	Stops	Duration	Aircraft	Fare Type	Meal *
<u>AC8571*</u>	<b>Regina (YQR)</b> Wed 20-Aug 2008 08:00	<b>Vancouver, Vancouver Int'l (YVR)</b> Wed 20-Aug 2008 09:19 - Terminal M	0	2hr19		Tango	F



\*Operated by Air Canada Jazz

## Passenger Information

### Passenger 1: Adult

Name: Mr Lionel Bouchard Frequent Flyer Pgm: None  
Ticket Number: 0142161564228 Program Number: None  
Meal Preference: None Special Needs: None  
Sport equipment(s): None  
Seat Selection: None  
Credit Card: xxxx-xxxx-xxxx-0611

## Purchase Summary

### Fare Summary

Passenger Type	Adult
Departing Flight - Tango	329.00
Surcharge	48.00

### Taxes, Fees and Charges

Taxes, Fees and Charges	15.00
Air Travellers Security Charge (ATSC)	4.67
Canada Goods and Services Tax (GST/HST #10009-2287)	19.83
Total airfare and taxes before options (per passenger)	416.50
Number Of Passengers	1
Total	416.50

**Grand Total - Canadian dollars**

**\$416.50**

The following charges (tax inclusive) will appear on your credit card statement:

Air Canada: \$416.50 (Airfare - per ticket)

Ticket number(s): 0142161564228

## Fare Rules

**Departing Flight** Regina (YQR) To Vancouver (YVR) - Tango

Tickets are **non-refundable** and **non-transferable**.

Flights can only be used in sequence from the place of departure specified on the itinerary.

Customers who **no-show** their flight will forfeit the fare paid.

**Paid Advance Seat Selection** available on Air Canada and Air Canada Jazz (subject to availability).

**Same-day standby** is not permitted.

Earn 25% non-status Aeroplan Miles (unless the opt-out option has been selected).

A \$25 CAD/USD fee may apply when you check a second baggage (unless you have selected the 'No Checked Baggage' option).

**Change Fee** per direction is \$75 CAD plus applicable taxes and any additional fare difference.

**Airport Same-day change** (subject to availability) is permitted at a flat fee of \$150 CAD/USD. No change fee for fare difference. Same-day flights only.

**Changes** can be made up to 45 minutes prior to departure. **Cancellations** can be made up to 45 minutes prior to departure. Provided the original booking is cancelled prior to the original flight departure, the value of unused ticket can be applied within a one year period from date of issue of the original tickets to the value of a new ticket subject to a \$75 CAD change fee per direction, plus taxes and any fare difference if applicable, subject to availability and advance purchase requirements. The new outbound travel date must commence within a one year period from the original date of ticket issuance. If the fare for the new journey is lower, any residual amount will be forfeited.



MARLENE M LEGARE

MAPLERIDGE, BC

Card Number	5127 - xxxx - xxxx -		Card Holder Name: MARLENE M LEGARE			Card Status: Active	
Date	Merchant	City	Transaction Type	Requested Amount	Completed Amount	Fee Amount	Memo
8/14/2008 10:36:37 AM	WEST JET	CALGARY	Purchase Advance	(\$526.51)	(\$526.75)	DANIEL (\$1.75)	Approved
8/14/2008 5:20:03 PM	UNICITY TAXI LTD.	WINNIPEG	Purchase Advance	(\$22.00)	(\$22.00)	(\$1.75)	Approved
8/14/2008 8:46:06 PM	WOK HOUSE RESTAURANT	WINNIPEG	Purchase Advance	(\$26.60)	(\$26.60)	(\$1.75)	Approved
8/15/2008 5:04:10 PM	KFC/TACO BELL #1616	WINNIPEG	Purchase Advance	(\$4.68)	(\$4.68)	(\$1.75)	Approved
8/16/2008 3:42:05 PM	PERKINS FAMILY RESTAUR	WINNIPEG	Purchase Advance	(\$13.75)	(\$13.75)	(\$1.75)	Approved
8/16/2008 4:23:18 PM	SOBEYS UNICITY	WINNIPEG	Purchase Advance	(\$39.16)	(\$39.16)	(\$1.75)	Approved
8/16/2008 4:42:03 PM	WAL-MART CANADA CORP	WINNIPEG. UNI	Purchase Advance	(\$25.73)	(\$25.73)	(\$1.75)	Approved
8/17/2008 4:22:12 PM	UNICITY TAXI LTD.	WINNIPEG	Purchase Advance	(\$25.00)	(\$25.00)	(\$1.75)	Approved
8/17/2008 6:30:56 PM	KFC/TACO BELL #1616	WINNIPEG	Purchase Advance	(\$18.29)	(\$18.29)	(\$1.75)	Approved
8/18/2008 7:11:24 PM	BURGER KING #14065	WINNIPEG	Purchase Advance	(\$11.50)	(\$11.50)	(\$1.75)	Approved
8/19/2008 12:18:16 PM	SALISBURY HOUSE #6	WINNIPEG	Purchase Advance	(\$17.63)	(\$17.63)	(\$1.75)	Approved
8/19/2008 4:29:39 PM	SCHMECKERS	WINNIPEG	Purchase Advance	(\$5.17)	(\$5.17)	(\$1.75)	Approved
8/19/2008 5:46:11 PM	AIR CAN		Purchase Advance	(\$416.50)	(\$416.50)	LIONEL (\$1.75)	Approved
8/19/2008 6:01:35 PM	KFC/TACO BELL #1616	WINNIPEG	Purchase Advance	(\$15.45)	(\$15.45)	(\$1.75)	Approved
8/19/2008 11:25:19 PM	MAC'S # 33378	PORTAGE PRAIR	Purchase Advance	(\$35.82)	(\$35.82)	(\$1.75)	Approved
8/19/2008 11:28:33 PM	MAC'S # 33378	PORTAGE PRAIR	Purchase Advance	(\$25.00)	(\$25.00)	(\$1.75)	Approved
8/20/2008 2:07:28 AM	PETRO-CANADA	WHITEWOOD	Purchase Advance	(\$50.00)	(\$50.00)	(\$1.75)	Approved
8/20/2008 8:27:11 AM	REGINA HUSKY CAR/TRK S	REGINA	Purchase Advance	(\$78.24)	(\$78.24)	(\$1.75)	Approved
8/20/2008 9:13:10 AM	A & W TRANS CANADA # 2	MOOSE JAW	Purchase Advance	(\$5.53)	(\$5.53)	(\$1.75)	Approved
8/20/2008 10:41:51 AM	SHELL CANADA OBS	CALGARY	Purchase Advance	(\$64.68)	(\$64.68)	(\$1.75)	Approved
8/20/2008 12:22:06 PM	TIM HORTONS #0912# Q	MEDICINE HAT	Purchase Advance	(\$1.64)	(\$1.64)	(\$1.75)	Approved
8/20/2008 12:44:11 PM	XPRESS FOOD & GASS (MO	MEDICINE HAT	Purchase Advance	(\$46.35)	(\$46.35)	(\$1.75)	Approved
8/20/2008 3:19:25 PM	MCDONALD'S #21758 004	CALGARY	Purchase Advance	(\$5.01)	(\$5.01)	(\$1.75)	Approved
8/20/2008 3:20:01 PM	ESSO 256-16TH AVENUE N	CALGARY	Purchase Advance	(\$58.19)	(\$58.19)	(\$1.75)	Approved
8/20/2008 5:57:13 PM	PETRO-CANADA	GOLDEN	Purchase Advance	(\$30.00)	(\$30.00)	(\$1.75)	Approved
8/20/2008 9:45:28 PM	CHEVRON CANADA #0843	KAMLOOPS	Purchase Advance	(\$45.00)	(\$45.00)	(\$1.75)	Approved
8/20/2008 9:52:53 PM	TACOTIME	KAMLOOPS	Purchase Advance	(\$4.18)	(\$4.18)	(\$1.75)	Approved
8/20/2008 11:28:52 PM	COQUIHALLA TOLL BOOTH	MERRITT	Purchase Advance	(\$10.00)	(\$10.00)	(\$1.75)	Approved
8/21/2008 1:05:18 AM	ESSO 23180 LOUGHEED HW	MAPLE RIDGE	Purchase Advance	(\$30.00)	(\$30.00)	(\$1.75)	Approved

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THIS IS EXHIBIT "K" REFERRED TO IN THE

AFFIDAVIT OF.....

Lionel André Bouchard

SWORN BEFORE ME AT THE City of Maple Ridge IN THE PROVINCE OF British Columbia

THIS 7 DAY OF May 20 09

030.....  
1,708.6

CHERYL DENNEWITH  
Notary Public  
22366 McIntosh Ave.  
Maple Ridge, B.C. V2X 3C1  
467-5555

CAR RENTAL 1,708.60  
+ 446.92  
.....  
2,155.52



**Marlene Legare, CFP**

**From:** Michelle Hader [Michelle.Hader@bcaa.com]  
**Sent:** Thursday, August 14, 2008 9:50 AM  
**To:** mlegare@telus.net  
**Subject:** FW: WestJet travel itinerary. Have a great flight!

-----Original Message-----

**From:** itinerary@westjet.com [mailto:itinerary@westjet.com]  
**Sent:** Thursday, August 14, 2008 9:48 AM  
**To:** Michelle Hader  
**Subject:** WestJet travel itinerary. Have a great flight!

WESTJET  
5055 11 ST NE  
CALGARY, AB T2E 8N4  
Agent Number: INETTE

\*\*\*\*\* Confirmation Number: VMLJCB \*\*\*\*\*

BCAA TRAVEL  
20395 LOUGHEED HWY 500  
MAPLE RIDGE, BC  
V2X 2P9

Date Booked: 14AUG08  
Modified: 14AUG08  
Booked By: Michelle Hader

Welcome Aboard: Daniel Jones-dill

Date	Flt	Depart	Seat	Arrive	Stops
Thu 14Aug08	452	VANCOUVER	12:45pm	20A WINNIPEG	5:20pm 0

Rules and other stuff:

QST# 1202807956TQ0001  
GST# 866112535

\* This is an automated message system. Please do not respond. If you have any concerns about this message or if you have received this message in error, please contact WestJet.

----- FARE GUIDELINES -----

- \* WestJet flights can be changed or cancelled up until two hours prior to flight departure. All fares, fees, surcharges and taxes are non-refundable after the day of booking, but may be placed into a WestJet Credit File.
- \* Changes are subject to any upgrade in fare, and based on the type of fare being changed, may be subject to a fee of \$50 CAD per person.
- \* Cancellations made on the same day of booking can be either 1) Placed In a WestJet Credit File (fare, fees, surcharges and taxes included),



IN 07:07AM 8/20/08  
OUT 02:18PM 8/15/08

ENTERPRISE RENT-A-CAR CANADA LIMITED GST 889365821  
3965 PORTAGE AVENUE WEST 204-831-4244  
WINNIPEG MB R3K 2H7 C604  
RENTAL TYPE R SOURCE Y10225 - 999

RENTAL AGREEMENT  
D462078  
PAGE 1 OF 1

24-HOUR DAY

UNIT 1  
UNIT # XTG378  
LIC# DCA222  
MODEL PTCR  
COLOR SILVER  
IN 25568  
OUT 25362

RENTER  
DAVID JONES-DILL  
  
WINNIPEG MB  
LOCAL:  
(R)

SUMMARY OF CHARGES  
DAY = 24 HOUR PERIOD  
kilometres  
NO CHARGE

5 DAYS @ 40.99 204.95

DR. LICENSE XXX1265  
PROV MB EXPIRY 11/30/11  
DOB HT WT  
EYES HAIR  
S.S.#  
EMPLOYER

BILL TO N CUST #

DAMAGE WAIVER 081508/082008  
PERSONAL ACC. INS. 081508/082008

5 DAYS DW @ 17.00 84.95  
5 DAYS PAI @ 2.00 10.00

ADDITIONAL DRIVER  
NO OTHER DRIVER PERMITTED

ADDITIONAL 25.00  
PEC 10.00  
PST 7.00 22.04  
GST 5.00 19.28  
FUEL 70.70

CLAIM INFO  
POL/CLAIM/PO#

PERMISSION TO LEAVE PROVINCE  
YES NO X

INSURED

CUSTOMER SIGNATURE ON FILE

TOTAL CHARGES 446.92

LOSS DATE  
THEFT ACCIDENT

PAYMENT INFORMATION  
AMOUNT PD. BY TYPE DATE AUTH  
446.92 VISA SALE 8/20/08 497154

DEPOSITS 446.92  
REFUND

TYPE CAR

SHOP  
PHONE  
NAME

CLOSED TICKET PAYMENT INFO  
CLOSED TICKET PAYMENT INFO

OPENED BY #733B5  
CLOSED BY #733B5



# HOOK & SMITH

Barristers, Solicitors and Notaries Public

201 - 3111 Portage Avenue  
Winnipeg, Manitoba  
CANADA  
R3K 0W4  
Tel: (204) 885-4520  
Fax: (204) 837-9846  
E-Mail: wsmith@hookandsmith.com

Dennis A. Smith, LL.B.  
Bernard Toews, B.A. LL.B.  
Winston F. Smith, Q.C.  
Grant W. Davis, B.A. LL.B.  
Sarah Thurmeler, B.A. Adv. LL.B.  
Gordon P. Hook (Retired)  
Garry N. Harvey (1944-1998)

File No 110905

September 8, 2008

CONFIDENTIAL

## **Winnipeg Land Titles Office**

276 Portage Avenue  
Winnipeg, MB R3C 0B6

Attention: Mr. Barry C. Effler, Deputy Registrar General and District Registrar

Dear Sir:

### **Re: Complaint concerning employee Lynda Staub**

I act for Mr. Lionel Bouchard, an 84-year-old gentleman, who is in the midst of a dispute with his son, André Lionel Bouchard. Your employee, Lynda Staub, is a daughter of my client and her recent actions could have caused serious financial loss by my client.

To protect his claim against his son as an unpaid vendor and his entitlement to a life estate in a residence on land sold to his son, my client caused two caveats to be registered in the Portage La Prairie Land Titles Office. With knowledge that her father, my client, had retained our firm to enforce his rights against his son as claimed in the caveats, it is our belief that Lynda Staub drafted discharges of those caveats for her brother so that he could have my client sign them. Luckily, my client resisted signing the discharges.

It is our opinion that an investigation by your office will confirm that your employee acted outside her authority as an employee of the Land Titles Office in drafting and providing the discharges of two caveats to her brother. Such an investigation will also confirm that your employee not only purposely acted in such a manner as to effectively deprive my client of his right to consult counsel, but also interfered with my professional relationship with my client when I believe she had full knowledge of her father's claims as stated in the



caveats and the fact that he had retained legal counsel to pursue those claims. Furthermore, she took advantage of an 84 year old gentleman.

If the discharges had been signed and registered, my client would have suffered substantial and irreparable damage, especially when the issue of his entitlement to a life estate was before the court and due to be heard only a few days (August 13, 2008) after the discharges were presented to him to sign.

Enclosed herewith are copies of the discharges that were brought to my office by my client with the explanation as to how he received them and with advice that they had not been signed, fortunately, although my client was under substantial pressure to sign them. Also enclosed are copies of the caveats themselves.

I respectfully request your investigation into the actions of Lynda Staub and such discipline as is justified by the results of your investigation.

Yours truly,

**HOOK & SMITH**

Per: **COPY**

**Winston F. Smith, Q.C.**

WFS/ca  
Enclosure

- cc. The Law Society of Manitoba
- cc. Lionel Bouchard
- cc. Chapman Goddard Kagan  
Attention: Kelly Land, Solicitor for André Bouchard

THIS IS EXHIBIT "L" REFERRED TO IN THE  
AFFIDAVIT OF

Lionel André Bouchard

SWORN BEFORE ME AT THE City of Maple Ridge IN THE PROVINCE OF British Columbia

THIS 7 DAY OF May 2009

*[Signature]*

**CHERYL BENNEWITH**  
Notary Public  
22366 McIntosh Ave.  
Maple Ridge, B.C. V2X 3C1  
467-5555



May 7, 2009

Winston Smith  
#201 - 3111 Portage3 Avenue,  
Winnipeg, Manitoba  
R3K OW4

Dear Winston,

Re: Notarized Affidavits - Lionel Bouchard

Enclosed, as per your request are two executed affidavits.

We will be available for court date anytime after June 1.

Thank you.

A handwritten signature in cursive script that reads "Marlene Legare". The signature is written in dark ink and is positioned above the printed name.

Marlene Legare  
Lionel Bouchard



REÇU - RECEIPT © Blueline®, 2006

Reçu de  
Received from

Lionel Bouchard

Date

May 7, 2009

— One Hundred & Ninety —

100 Dollars

Re: notarization of Supplementary Affidavit (2 copies)

exhibits re: Action # C1 of 01-57416

\$ 190.40

Thank-you

No. 96

N° d'enr. de taxe

Tax Reg. No.

897615563


**CHERYL BENNEWITH**

Notary Public

22366 McIntosh Avenue

Maple Ridge, B.C. V2X 3C1

467-5555

 Blueline



**DISCHARGE** Form 12

District of PORTAGE LA PRAIRIE

1. **APPLICANT(S)** include address and postal code  
 LIONEL ANDRE BOUCHARD, c/o 12345 - 234<sup>th</sup> Street, Maple Ridge, B.C. V2X 0N7

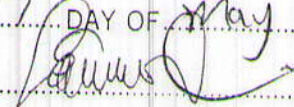
see schedule

2. **NATURE OF APPLICATION**

- Full Discharge of Instrument No. 1112240  Mortgage  Caveat  
 Other (specify) \_\_\_\_\_  
 Partial Discharge of Instrument No. \_\_\_\_\_  Mortgage  Caveat  
 Other (specify) \_\_\_\_\_

3. **LAND DESCRIPTION**

Complete **only** for a Partial Discharge.  
 DO NOT Complete for a Full Discharge.

THIS IS EXHIBIT "A" REFERRED TO IN THE  
 AFFIDAVIT OF.....  
Lionel Andre Bouchard  
 SWORN BEFORE ME AT THE City of Maple  
Ridge IN THE PROVINCE OF British Columbia  
 THIS 7 DAY OF May 2008  


CHERYL BENNEWITH  
 Notary Public  
 22366 McIntosh Ave.  
 Maple Ridge, B.C. V2X 3C1  
 467-5555

TITLE NUMBER(S) 1901750 & 1901751

see schedule

4. **SIGNATURE OF APPLICANT(S)**

*Strike out inappropriate statement(s) and initial*

1. Please discharge the above instrument  
 IN FULL, all money due or to grow due on same has been paid.  
 \_\_\_\_\_ OR  
 IN PART, only as to the land set out in Box 3,  
 receipt of \$ \_\_\_\_\_ acknowledged.  
 2. The above instrument has not been assigned except as follows:

DATE
Y M D
2008

LIONEL ANDRE BOUCHARD /

Witness

Name

Signature L. Bouchard

By affixing this seal to this document and signed by the party making the statement  
 this document is deemed to be a true and correct copy of the original instrument  
 and the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act





# Discharge

City of PORTAGE LA PRAIRIE

### 1 APPLICANTS (include address)

LIONEL ANDRE BOUCHARD, c/o 12345 - 234th Street, Maple Ridge, B.C. V2X 0N7

\* see schedule

### 2 NATURE OF APPLICATION

(attach evidence as schedule, if required)

- Full Discharge of Instrument no. 1112241
  - Mortgage  Caveat
  - Other (specify) \_\_\_\_\_
- Partial Discharge of Instrument no. \_\_\_\_\_
  - Mortgage  Caveat
  - Other (specify) \_\_\_\_\_

### 3 LAND (description)

Complete **only** for a Partial Discharge.  
DO NOT Complete for a Full Discharge.

THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF.....  
Lionel André Bouchard  
SWORN BEFORE ME AT THE City of Maple Ridge IN THE PROVINCE OF British Columbia  
THIS 7 DAY OF May 2009  
[Signature]

**CHERYL BENNEWITH**  
Notary Public  
22366 McIntosh Ave.  
Maple Ridge, B.C. V2X 3C1  
467-5555

TITLE NUMBER(S) 1901750 & 1901751

\* see schedule

### 4 SIGNATURES OF APPLICANTS

\* strike out inappropriate statement(s) and initial by party(s) signing

- 1 Please discharge the above instrument
  - IN FULL, all money due or to grow due on same has been paid.
  - ~~IN PART~~, only as to the land set out in Box 3.
  - Receipt of \$ \_\_\_\_\_ acknowledged.

2 The above instrument has not been assigned except as follows:

DATE		
Y	M	D
2008		

LIONEL ANDRE BOUCHARD  
Witness (Name) (Signature) [Signature]  
Witness (Name) (Signature)  
Witness (Name) (Signature)