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

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

MAKE OATH AND SAY THAT:

1. I am the applicant in this matter and I make this Affidavit in support of my application to this Honorable Court and to provide further facts relating to this application that have arisen subsequent to my <u>Affidavit sworn on July 4, 2008</u>. (<u>Exhibit 1</u>)

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

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 by my son, André Lionel Bouchard, (hereinafter Andy), of Portage La Prairie, on August 11, 2008, (Exhibit 2) that he would purchase a house for me in Elie, Manitoba, in which I could live for the rest of my days, I was prepared to talk settlement with Andy once Michael Slegers (hereinafter Mike) began negotiations on my behalf after a meeting on the Bouchard Centennial farm. Andy had arrived accompanied by

the same mental health worker - Bruce Jamieson, of Portage, who Andy had brought out to the St. Eustache Manor, this after Andy & Angie (his wife), Lynda (Bouchard) Staub, Claire (Bouchard) Demery, forced me out of my home, on February 15, 2006. At this 5:00 p.m. meeting, Angle and Roland Bouchard, of Elie, (a cousin), also arrived in their own separate vehicles in an attempt to gang up on me. The interrogation was meant to intimidate me into submission or face further threats of committal which had been ongoing since my fall when Andy saw his first opportunity to evict me from my home of over 50 years. In disgust, Andy commented in a telephone conversation to my daughter Marlene Legare, in B.C., January 2006, "that Dad could live another 20 years". Andy is determined not to honor our agreement of a Life Estate which had been drawn up in 2002 at the law firm Christiansen in Portage - at which time Andy took advantage of me financially. (Exhibit 3) In our agreement when Andy bought the first half of the 80 acre property in 1990 the stipulation was that he could buy the second half at fair market value. However in confronting Andy for my half of the harvest for those ten years, Andy refused to pay me my 50% share, as well as some of the taxes. insurance, and upkeep of the building. In the fall 2002, the going rate for an acre was \$1,200; however, when Andy rushed me into Christiansen's office I discovered that Andy was paying me only one half or \$675 an acre, with neither my Life Estate nor the mortgage registered on title. Also my road, Lot 4, had now been included in the agreement. In guestion is the method Andy used to come up for assessing the cultivated acreage, bush, yard area and valuation of buildings on the property. My records were destroyed when Andy & Angie, Lynda Staub and Claire Demery destroyed my belongings on New Year's Day while I was in the hospital.

4. In an email to her siblings dated December 29, 2005, Lynda Staub stated that while I was recuperating in the hospital, they wanted to <u>clean out my place</u> <u>against my will but that they would convince me to let them</u>. (Exhibit 4) The next email states that Andy took out a half-ton full of "garbage" out of my home; with the intent of erasing my life records and memories. Also gone was the one and only souvenir, a 100-year old pair of barber clippers from my father that I still used and which I cherished when he died at age 46 of a heart attack. I was left with what these children deemed fit for me to have. Later that summer, Andy, as condition of getting a payment on the unregistered mortgage I held on the farm, which he did not pay me in any case, insisted I clean the area behind the house. In so doing, I found one of my torn "Certificates of Title" buried in the ground -which I turned over to my attorney as proof.

5. An enquiry at Portage Land Titles revealed that on December 14, 2005, two days prior to my fall, Andy and his wife had put a <u>\$185,000 mortgage</u> on their properties in Portage La Prairie which coincidentally did not get filed until February 15, 2006, to coincide with when I was cruelly moved me out of my home in Elie. <u>(Exhibit 5)</u> The obvious reason for forcing me out of my home was in order to sell the property thereby breaching our agreement. Andy had already

benefited financially from the purchase of the original home years prior recorded at Land Titles for \$1.00. (Exhibit 6)

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

7. On several different occasions, Andy and Lynda had showed up after visiting hours to try to force me to sign paperwork. It was to the point where on one occasion, I locked myself in the bathroom for an hour hoping they would give up and leave, which they eventually did. In another email Lynda commented on this incident, yet not disclosing the reason as to why I was hiding from them. I felt pressured as Andy and Lynda were trying to coerce me to sign papers which greatly troubled me; all the while I was supposed to be recovering from a head injury. I resented and no longer trusted either Andy or Lynda. Andy had been making fun of me to the nurses, similar to what he does when he ridicules me to my late ex-wife Jeannette who I am told was grieved by Andy's disrespectful comments, nor did Jeannette approve of my being moved to St. Eustache. Marlene witnessed one of these unflattering conversations at the nursing station and countered with a letter of her own to the hospital. Andy told a good friend, Suzie Waldner, as well as Marlene, that he had already been looking at a mental facility in Portage to place me and told the Huron Colony boss Willie and his wife Eve that I was "agoner"!

8. On January 11, 2006, in the hospital cafeteria, for over ³/₄ of any hour, I recall adamantly refusing to sign a Power of Attorney drawn up by the law firm Christiansen & Christiansen of Portage La Prairie the previous October, which I had not returned to finalize - this after having second thoughts. On this day, Andy, Lynda and Claire, along with other family members, were in attendance along with a friend, as stated in Lynda's email – George Chapman, of the firm Goddard and Chapman. Marlene later told me that she was alarmed after she saw how determined I was not to sign this document. She told me that is when she realized there must be a trust issue with Andy and Lynda of which she was not aware of. In total disbelief and shock Marlene witnessed Andy slide the power of attorney beneath the vehicle insurance and driver license renewal

forms. At no time was I told that I was actually signing a Power of Attorney made out in favor of Andy and Lynda. Andy reacted furiously when he realized the moment had been caught on film. (Picture on cover)

9. On January 11, without my knowledge, using the Power of Attorney he had obtained under false pretenses, Andy opened up a personal injury claim at David Bradley's office of Wilder and Wilder. Later Andy moved the personal injury suit over to his very own attorney Michael Clark, this at an additional cost to me. At this meeting, Andy in relaying the event of my fall, recounted that on Tuesday, several days after my initial discharge, my roommate Garth had called him out of concern because I had been leaving lights on van, not locking the front door, etc., totally out of character for me, yet common in cases of head injuries. Andy, in his own admission to attorney David Bradley, revealed that <u>"for whatever reason, he did not follow up</u>" with respect to my roommate's request to get me medical attention. I did not see any family members until I drove myself several days later to Rosser at Lynda's, at which time, it was quite evident that I could not tolerate any noise. The next day in calling Emergency, the hospital recommended I be readmitted for further evaluation.

10. As condition of being released from hospital, Andy and Lynda told me that home care did not go to St. Eustache, a statement I later learned to be false and was the basis for my move. The next morning I called Lynda at Winnipeg Land Titles office and informed her that I would be going home and not to the St. Eustache Manor. Lynda then fired off an email to the rest of the family advising them that she had a problem "Dad did not want to go to St. Eustache".

11. That same night upon learning of my being forced to sign a rental agreement, Marlene flew out. The next morning, January 27, after confirming my wishes to return home, I was discharged in Marlene's care for home support until arrangements could be switched from St. Eustache to Elie. As Andy had stripped me of all my keys, I had to secure a spare key from a friend in Winnipeg in order to get into my home. In addition, Andy had taken my VISA card, so our first stop was to draw money from my bank in Winnipeg in order to purchase cleaning supplies for home support as well as groceries and to procure American funds for an upcoming bus trip to the States with other community members whereby I ended up not going.

12. Then as David Bradley, of Wilder and Wilder, had arranged to come meet me at the hospital, I went directly to his office instead. It was at this time that learned about having been deceived into signing a power of attorney in favor of Andy and Lynda. Shocked and unsettled to learn of this underhandedness, I was furious and ashamed that Andy and Lynda would do this to their own father. I immediately revoked their power of attorney. (Exhibit 7). A new power of attorney was drawn up in favor of another daughter, Claire Demery, of Teulon, which I later learned was just as grave a mistake.

- 13. Later that night, Andy, absolutely beside himself that I had managed to get into my home, disrespectfully barged into my home three times using the same key he had taken from me at the hospital. At one point, he informed me that he was taking my van to Portage on the pretense of servicing it when I normally have it serviced in Elie. I repeatedly told him that I did not wish to move and was staying in my home. this same conversation I had with my brother-in-law Laurent Houde who was living in the St. Eustache Manor at the time. Andy then informed me that the fridge had not been working for the past month, that he was aware of it having received a call from my roommate. but had not taken care of his responsibility but rather chose to do nothing about it. The next day, I called Andy in Portage to request that he pick up a new fridge and to charge it to my Visa if need be. Andy arrived with his daughter's bar fridge. Our agreement, when I sold him the second half of the property in September 2002, was that he would be responsible for any major maintenance issues in the home though my experience was that I could not get Andy to repair or replace anything, and that after waiting periods of time, I eventually broke down and took care of any repairs myself, most recently the boiler elements used to heat the place, as well as the cost of the roof which he refused to reimburse me for.
- 14. That Saturday Andy then proceeded from my place to St. Eustache to ensure that a room was still available and reported to the residents that I required 24/7 care and that I no longer had any vehicles totally false statements! That is when I realized that Andy had no intentions of ever allowing me to stay in my home. In an email, Angie confirmed that I could stay on the farm rent free and would not be moved. (Exhibit 8)
- 15. Saturday night, Andy organized a "family reunion" at the Holiday Inn banquet room for the next morning as my brother Jules and his wife were in from Kenora. I felt pressured to go. Andy insisted it was not a "set-up" and that, as proof, he had a birthday cake which he wanted me to celebrate my past birthday at the St. Eustache Manor later that afternoon.
- 16. On Sunday morning Andy arrived early, again barging in using the key he took from me at the hospital. My oldest daughter Leona Bouchard, of Calgary, was on my cellular frantically calling to warn me that Andy had masterminded a plot to force me from my homestead. My youngest daughter, Doreen Bouchard of Winnipeg, had been called by Andy three times that Sunday morning, this despite not being on speaking terms with Andy as a result of his admitted well-known sexual transgressions towards her while in her teens, demanding that she attend a family meeting at the Holiday Inn. Doreen called Leona to voice her disapproval and refused to partake in the conspiracy. In fact, she, as well as Leona, stated that they were in total agreement with Marlene bringing me home and they saw no reason for me not to remain at my home and vehemently disagreed with Andy's plans to relocate me to the low-rental complex in St. Eustache. After handing Andy my cellular phone to speak to Leona, Andy stormed out of my house with my

telephone. On his way out, he grabbed Marlene's cellular phone, her binder which contained the new Power of Attorney in favor of Claire Demery and drove off to Winnipeg. As he had refused service the day before, the "Revocation of Power of Attorney" had been posted outside my door in anticipation of his arrival that morning on his way to Winnipeg this further fueling his anger.

- 17. This is when I first realized that Andy would stop at nothing in his quest to evict me. Seeing his reaction at being exposed for his plot by his two sisters, and after having our vehicle stuck in the snow with no means of communication in the middle of winter, I decided to press charges at Headingley RCMP Detachment on the way to the banquet room. The RCMP saw fit to put "No Contact" orders against Andy in favor of myself and my Marlene and charged Andy with two counts of theft under \$5,000. (Exhibit 9)
- 18. At the Holiday Inn, I was confronted by two very angry daughters Lynda and Claire as Andy had just been arrested by Winnipeg Police. After making a scene, and in order to separate us, Claire forced me into Lynda's car at the front of the hotel while other relatives unaware of what had just transpired at the house, confronted and surrounded Marlene, accusing her of stealing my jacket that someone had hung up, while Lynda drove off, fully knowing that my medication was in Marlene's vehicle and that I had been discharged in her care.
- 19. This incident was witnessed by a good friend of mine, Suzie Waldner, who was appalled at the way I was being treated in the restaurant. Over the years Suzie, as well as other neighbors, witnessed on numerous occasions Andy screaming and threatening me loudly on the farm, as well as his explosive temper, not to mention the total disrespect for me.
- 20. Suzie Waldner, over cleaning my home one day, overheard Andy stating that he wanted to buy my property and that I could remain in my house for the rest of my life. She also was witness to the fact that I had difficulty over the years collecting monies due me from Andy and was aware that Andy took financial advantage of me whenever he saw an opportunity.
- 21. On one occasion, when I returned from hauling grain dryers in the States, I arrived home to find Andy removing my best cultured trees valued at \$85 which he traded for flooring in his cabin at the lake in Kenora. The tree digger and driver quickly disappeared when I arrived. Andy offered no explanation or restitution for the estimated 20 trees or so.
- 22. In another incident, prior to being a partner in the property, I was home one day when a building mover from Oakville delivered a shell of a building which Andy placed on my property, again this without my consent. As a youngster, Andy bullied his sisters and fought constantly with them, stole farm gas from me, etc. His aunt and teacher Mary Bouchard once told me that Andy was

very well-known for "working behind the scenes" and being a master manipulator, all the while appearing to be the innocent party.

23. After being arrested January 31, 2006, Andy then called the RCMP insisting that Marlene leave my home as he had faxed the land title deed which neither addressed my life estate nor my mortgage. Out of respect for me, Marlene left and was forced to spend the night at a motel after she left voluntarily, fully knowing that she had a legal right to stay instead choosing to keep the peace.

- 24. On January 30, 2006, Lynda Staub, deliberately missed another day of work to set up a meeting for Andy in the late afternoon. However, prior to the 5:00 p.m. appointment not agreed to until 4:30 p.m., Lynda and Andy had already called the Headingley Detachment several times earlier advising them that Marlene and I would be dropping the charges ,when in fact, no negotiations had yet taken place. Andy, who had a "No Contact Order" with both of us. clearly breached the order as noted in the RCMP records in having presigned a document, in contravention of these orders of "No Contact". (Exhibit 10) Andy, Angie, Lynda, Claire, Marlene and I signed this Agreement stating that I would not be moved and that Marlene would be consulted prior to any move and that Marlene could visit any time. (Exhibit 11) Immediately after signing, Marlene was told by Lynda that she could not stay the night to take care of me as arranged by the hospital at which point Marlene left to go back to B.C. realizing that her siblings had not been sincere in their negotiations with either myself or Marlene - this despite just putting their signature to the Agreement they themselves drafted!
- 25. After my discharge from the hospital in January 2006, I had been advised not to drive for a period of two weeks until I obtained my physician's approval. It is at that time I was at the mercy of Andy who would pick me up and not return me to my home, but bounced me back and forth from house to house for a two-week period. This was done in order to prevent me from having any contact with Marlene who he knew would assist me in getting legal counsel. Marlene is well versed in financial matters and instantly was alarmed when I told her that I had not protected my rights by means of a mortgage or life estate! Andy monitored all my cellular phone calls.
- 26. Home support came by daily, however much to the nurses' dismay I was never home. After spending two days with me, Marlene had brought up some minor maintenance and safety issues, for example, leaky tap, curled linoleum in the bathroom, slippery outdoor matt, missing fire extinguisher, adjustment required to both front and back sensor lights, but nothing that warranted my removal from my home for a six-month period as Andy stated was the reason for my move. Instead, the month of June coincided with rumors I heard about Andy merging and subdividing his 250 acre resort property in Kenora all the while trying to sell the Bouchard homestead. (Exhibit 13)

- 27. At the Headingley RCMP station, in being questioned by Sgt. Gibbs as to why I was being moved, Andy stated that it was "not his idea but the family's". However, earlier on at the hospital, Andy had already informed Marlene that I would never be going back home. In questioning Lynda about my agreement with Andy, Lynda informed Marlene that the agreement to remain in my home was <u>"only verbal"</u>. This is also when I realized that Lynda, who works at Winnipeg Land Titles Office, and who I relied on exclusively in all financial matters, obviously never had my best interests at heart as I had consulted her about the sale of the homestead to Andy which I had conceded to at his request because of sentimental reasons. I realized that Lynda, if anyone, was in a position to ensure that I was not taken advantage of by virtue of her position registering mortgages and land sale documents!
- 28. When Sgt. Gibbs polled my children, <u>all unanimously agreed that my place</u> <u>was in my home</u>, yet all Andy's actions and direct comments to Marlene indicated that he never had any intention of allowing me to return home or of honoring our agreement of 2002. Also Sgt. Gibbs made a comment stating that it was obvious that Marlene and Andy did not "get along" this after Marlene and I had made it very clear at the onset to Constable Russell that Andy was trying to maliciously kick me out of my home.
- 29. On February 15, 2006, Bruce Jamieson conducted a psychiatric assessment of my ability to look after myself, this after the Judge in Portage dismissed <u>Peace Bond applications</u> initiated by Andy, Lynda, Claire against my daughter Marlene in an attempt to ensure that she could not escort me to a lawyer. Being a Certified Financial Planner, and experienced in business, Marlene immediately saw the abuse that had been going on over the years at the hands of both Andy and Lynda. (Exhibit 14) In summation, the judge ruled that it was not an emergency to move me and he recommended a mediator not a Mental Health worker, who in any case, deemed me quite capable of looking after my own affairs. This assessment occurred on the afternoon after when Andy, his wife Angie, Lynda and Claire dragged me to the St. Eustache Manor against my will. (Exhbit 15) An email from Doreen states that Andy repeatedly assured her that I would be allowed to move back to my home on June 1, 2006. (Exhibit 16) Andy also assured Mike Slegers of the same.

26. In March, at the time Andy was vacationing in Europe, he had <u>hired a</u> <u>Private Investigator from the firm Orion</u> to stay overnight with me several nights to "guard me" against Marlene at a time when neither Andy nor my other daughters were available. Another night I was taken to spend the night at Gary Porteous' home. Peggy Keough, Bob Staub, Doreen and Roland Bouchard as well as the Menard brothers were all approached to also take turns keeping close guard on me. After moving me, family members took turns staying nights with me in my small room 24/7 to ensure I had no communication with Marlene or anyone who could assist me in asserting my rights. (Exhibit 17) The telephone installed in my room was unlisted. Andy posted Marlene's # on the telephone and ordered me not to pick up the telephone if she called. In addition, Andy instructed me not to answer the intercom buzzer for the outside door at the St. Eustache Manor, witnessed by the residents who were also directed to call 911 if Marlene showed up, this after being shown a photograph of her. My cellular calls where all screened by Andy who had my phone. He then posted a <u>"No Trespass</u>", (Exhibit 18) notice on my home in Elie and on the outside of my door at the Manor against Marlene which so upset the residents that they placed a call to Manitoba Housing who ordered the sign be taken down immediately. I was a prisoner in my own room, not allowed to leave without an escort, even to Church on Sundays unless accompanied by a family member or friend, this based on Andy's orders.

As a Christmas present, Marlene had reserved a five-day cruise in March to the Bahamas to recuperate in the warm weather, similar to a cruise to Alaska several years prior which I thoroughly enjoyed. However, my children refused to give me the information or to allow me to go. In fact, that was the purpose of her trying to get a hold of me while in the company of Laurent Houde the night that the illegal chain came into question. Andy immediately paid to replace the door after being notified to remove the heavy duty chain by Manitoba Housing who got wind of this as there is a front door security and buzzer in all the rooms and a chain is a fire hazard to the residents, mostly retired seniors, in the complex or in the event of a medical emergency in one of the rooms. I was instructed by Andy and Lynda to lock myself in my room and not to allow anyone in and to open the door with the chain intact at all times. I was made to stay in my room the better part of the times that Andy suspected Marlene may have been in the province.

Andy, Lynda, Claire, Doreen, Angie constantly lied to me insisting that Marlene was out to harm me, who I always in the past been well received in her home, only to realize later on how badly I had been deceived by these ill-motivated children whose motives were self-serving and ill-motivated. The children were acting more like vultures surrounding me, picking at my bones, hoping that I would have a breakdown. I verily believe that Lynda renewed a prescription that had proven to adversely affect me in the hospital and which I had discontinued based on the nurse's recommendation on discharge because of its side effects on me.

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

30. Since this ordeal began, I have come to hear of several other incidents whereby **Andy displayed his violent temper**. On one occasion, I learned Andy was responsible for having someone impersonate himself as a lawyer in making a call to Marlene, in order to entice her to attend a job interview while in Winnipeg. Kurtis, of Milnar Refrigeration in St. Vital, was fired on the spot when Marlene in suspecting foul play, called back to the President who confirmed Andy was on his premise and responsible for the call. Marlene filed a complaint with

the RCMP who would not take her seriously as at the time Andy told her she was opening a up a "can of worms". Shortly afterwards Andy stormed into the Chicken Chef Restaurant in Elie where my brother-in-law Laurent Houde and Marlene were having supper.

When confronted with the truth of just having someone fired, Andy left in a huff. Red faced, and furious, on his way out, Andy motioned the <u>sign of "slitting the</u> <u>throat" to a local resident Christian Bernardin, of Valmar</u>, and in the same breath calling out the name "Marlene" which Christian relayed to Marlene the next day at the Elie Hotel when Marlene had another meal with Laurent Houde.

Again, Marlene reported the threat to the RCMP in Headingley, to no avail.

Constable Pasquino told Marlene that night on the telephone that in calling Andy who spent several hours circling the restaurant, that "Andy told him that he had concerns about Marlene's mental health" and for this reason Constable Pasquino did not attend the call for protection at the Chicken Chef.

- 30. When Ken Beaudin went to retrieve my motor home in the summer of 2008, Ken reported to me that at the meeting <u>he feared Andy would strike him and</u> insisted the RCMP be called in to release my unit.
- 31. Another individual, a Hutterite friend, Joe Hofer of Woodlands Colony, reported the same reaction when in having coffee with Andy, at the mention of honoring his father, Andy jumped up from the table and was so incensed that Joe later told me he was sure Andy, after getting up swiftly from the table, was sure Andy was going to strike him, which is how infuriated he was!
- 32. This is an example of how he has treated me over the years when alone with me on the farm.
- 33. In the summer of 2006, Andy threatened to charge my brother-in-law Laurent Houde with trespass if he even as much as dared to drive on the Bouchard property!

When charged with reckless driving after Andy ran Archie McRae's gravel truck off the road, Andy appeared in court with a picture of a totally different road as evidence which the astute judge picked up on. Archie told me if it were not for Andy's arrogance, he would not have laid charges. Andy is constantly being seen driving recklessly while talking on his cell phone.

In another court case, Andy and Angie lost their case when a Volkswagen they sold was proven not to be roadworthy after it was later determined that the certificate was a fraud and. Andy and Angie appealed on the basis of "sold as is" and the the couple from Winnipeg lost all their money. (Exhibit 19)

In October 2009, Andy sped past George Fleury and Suzie Waldner and just past Baie St. Paul, positioned his new white truck in such a dangerous manner as to impede them whereby they had no choice but to pass unsafely around him after waiting a full five minutes as he was obstructing and impeding traffic on the highway for no apparent reason!

32. At a meeting on January 22, 2008, when Andy and Lynda at a meeting with the day of my birthday, no cake, no card, no party as mentioned in Andy's affidavit, I was coerced into signing agreements, that, or as Lynda stated <u>"they would have nothing further to do with me anymore if I did not sign</u>". I was asked to turn over my Will to Michelle Dunbar of the Cartier Senior Complex Centre for "safekeeping". It was at that point that I decided to leave Manitoba and went to B.C. after once again changing my power of attorney and will. (Exhibit 20)

33. I do not recall having, in conjunction with Andy, Lynda and Claire, made a request for a Peace Bond against Marlene, nor do I recall going to court on February 15. At that time, I was being lied to by Andy, Angie, Lynda, Claire about Marlene, the only one who truly had come to my defense. <u>I was put in a state of fear based on all those lies</u> which I believed at the time, as I was constantly surrounded by three or four family <u>members at all times who</u> repeatedly made unfounded false allegations. It was not until I was in B.C. that I learnt of this Peace Bond application when reading the court transcript. Those weeks following my discharge are all like a dream, a haze.

Lynda's references of being drugged in her calls on my cellular, accusing Marlene of doing this to me leads me to suspect that they were the ones doing this and not her! Why else would Lynda elude to this repeatedly? My memory is very sharp as I recall events when I was four years old. However, it seems that whenever I am in these children's company, things are fuzzy and I have difficulty recalling events not to mention I find myself very stressed as noted in Bruce Jamieson's medical report. Also upon returning from supper with Andy on August II, I have no recollection of any discussions with respect to the offer of the house, or bringing in the <u>Discharge papers to my lawyer's office which had been drawn up by Lynda</u>, for which my lawyer reported her to the Law Society and to the Winnipeg Land Titles Office for acting as a lawyer by drafting up discharge documents when her position is simply a clerk - yet I recall minute details of our supper, what we ate, etc., which leads me to believe something may have been slipped into my coffee, something similar to rohypnol which would cause temporary memory loss. (Exhibit 21)

While in B.C., Lynda had the <u>RCMP come over to check on my well-being</u> accusing my daughter of holding me against my will, tieing me to a bed, drugging <u>me and feeding me dog food</u>. On the contrary, the RCMP found me to be healthy, happy and well-tanned having just arrived from restful holiday in Arizona all expenses paid for by Marlene. Very suspicious is the fact that I slept over at Andy's, along with Lynda and Claire prior to the Peace Bond Application and of which I have no recollection of going to court the next morning until my meeting with Bruce Jamieson at 5:00 p.m. at the St. Eustache Manor. There seems to be

a pattern here whenever in these children's company, so much so that <u>I am now</u> apprehensive about being in their presence.

34. Andy has gone to great lengths to ensure that I not return to my home, this despite our agreement when I sold him the Bouchard Centennial property which has been in the family over 112 years. (Exhibit 22), and which, for sentimental reasons, I preferred remain in the Bouchard family, hence the reason I even entertained having Andy purchase the property. In hindsight I see this was an error in judgment as Andy has, over the years, taken advantage of my goodwill and financially hemorrhaged me. To this day Andy refuses to give me what is rightfully due me unless forced to do so by the RCMP or the Courts. His famous words were "trust me" when I repeatedly requested he put things in writing.

35. This past September, Andy refused to allow me to harvest my 100 spruce trees, as per his <u>written agreement</u> on my birthday January 22, 2008, witnessed by Michelle Dunbar and Lynda, this after calling in a professional tree remover, Roger Houde. <u>(Exhibit 23)</u> In actuality, Andy should compensate me for ordering, paying for, planting and hoeing a second row of 100 trees for him which have improved the property and which have a resale value to him of over \$8,000, trees I planted over 10 years ago by hand which I nurtured, watered and hoed all 200 trees without he as much as Andy lifting a hand to help. Over the years, I did not see Andy lift a hoe once, despite being a half owner, rather he chose to party weekends at his nearly 250 or so acre lakefront property purchased with the unencumbered equity of my property while I slaved weekends for him on the farm or on his oldest of is three/four combines. Those trees should have been harvested three years ago when they were in their prime as they have now lost considerable value, if even saleable.

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

37. Needless to say, I was disturbed to see Bruce Jamieson in Andy's vehicle. Bruce Jamieson has not worked for the Portage Hospital for several years and now works in the Lion's Personal Care facility in Portage as an LPN. While inside the shed Bruce took me aside and asked me some questions, including questions about my memory, the present date and other questions that, which upon reflection, appeared to be a test of my mental competence. The apparent assessment was conducted without my consent. In any event, at the conclusion of the questions, Mr. Jamieson informed my son, in my presence, that I was quite capable of looking after my own affairs. 38. It was then suggested that the three of us go to Portage La Prairie for supper. During the meal, Andy Bouchard and Mike Slegers proceeded to talk in low voices whereby I could not make out the conversation which was totally disrespectful to me. At no time was I included in any of their discussions.

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

40. Very early the next morning, Andy was back at Mike's. I was informed that we were going to my lawyer's for an unscheduled meeting, this after being told that Andy would purchase a house in Elie, one that we later viewed that same day on Bernardin Street which was deemed unsuitable, where I could live for the rest of my days and I would only be required to pay my living expenses there, but not rent and realty taxes. Andy informed me that he knew there was this house for sale in Elie, but if he could not purchase it, he offered to find another home in the town site of Elie or at some other location satisfactory to me. He knew I wanted to return to the Lionel Bouchard home, but he explained that I couldn't live there because there were septic tank problems and the well water was not fit to drink. However, there was a person living in my home, Jack Bock. I was aware that in the spring of 2006, Andy had replaced the septic holding tank on the property which has a life expectancy of approximately 10 years which is when I last replaced it, so therefore that objection was not a bona fide excuse. The well water I have tested annually, and has from the beginning always had high iron content, and which I boil to drink. The well also services the neighbor, Stuart & Cindy Loewen, and at one time two other neighbours, who use the water for household purposes and otherwise drink and cook with bottled water. In speaking with the Loewen's recently, Stuart stated he has never had any problems with the well or water, so this objection does not hold any weight as far as grounds to prevent me from returning to my home. Also, it is my understanding that under terms of sale in 1984 of the original homestead across the river from my home, Andy included a clause whereby he would be responsible for supplying the new owners with water from this same well. The Loewen's have been incensed for years over the fact that Andy and Angie lied on the sale agreement whereby they indicated that the basement never flooded, a blatant lie and cause to rescind the sale, as the basement is known to flood regularly in the spring. (Exhibit 24)

41. After my son promised to buy a house in which I could live, he presented me with <u>two Discharges of Caveats</u> that had been prepared for me to sign, <u>discharging my claim to a life estate and discharging my claim as an</u> <u>unpaid</u> vendor of the farm property sold to Andy. I did not sign the documents that I believe were drafted by my daughter, Lynda Staub, who works at the

Winnipeg Land Titles Office, but rather informed Andy that I would discuss his offer with my lawyer, Winston Smith, of the law firm of Hook & Smith. Attached hereto and marked as <u>Exhibits "25" and "26"</u> respectively are the Discharges presented to me for signature. I have also instructed my attorney to report Lynda to the Law Society because she in essence would have caused me to forfeit my rights had I succumbed to Andy's pressure. (Exhibit 27)

42. During the week of August 11, 2008, Andy 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 favor of Mike Slegers, temporarily I was told, until issues were settled. Barry Greenberg the lawyer I met, after questioning me about what was going on, refused to provide any service whatsoever and advised me to return to see my lawyer.

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

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

- (a) The selection of a satisfactory home and how it was going to be accomplished and a determination of whether satisfactory steps could be taken to allow me to return to the Lionel Bouchard home. I had been advised by Mike and my son that they were going to look at the house in Elie, Manitoba that was available for purchase, but that action had not been taken by the time of my meeting on August 12, 2008 with my lawyer;
- (b) If my son was unable to purchase a satisfactory home, then what alternate accommodation and expense for same could be agreed upon? My son proposed to subsidize any monthly rent in the amount of \$200.00, for a rented home or suite, but in view of the fact that I lived in the Lionel Bouchard home entirely rent free, I had to consider and discuss with my lawyer why I should accept a \$200.00 per month rent contribution from my son; not to mention the fact that I had no mechanism in place to ensure that he would honour his word and cover the rent without my having to chase him for payment as was the case in the past years. In his agreement of January 30, 2006, he agreed to pay my rent. The rent in St. Eustache was \$385 a month yet he only paid \$200 and for three

months only. Then in Elie, Andy would by-pass me at times and pay directly to the Credit Union without my knowledge.

(c) The assurance that I had unlimited access and a right of access to the Lionel Bouchard home property in order to cultivate a garden, use the shed, harvest my trees that I had paid for, planted and nurtured, and now could harvest. I also wanted the assurance that I had a right of entry on to that property, if I was not living there, until I was physically unable to attend there. Of great concern is the fact that I had heard rumours that Andy had already tried to sell the property and that he would immediately do so once I signed off.

(d) The issue of a Court Order imposed on my daughter Marlene after fabricated allegations against her by Andy and Lynda, resulted in her being prohibited from entering the Province of Manitoba for a two-year period until February 8, 2009, arising as a result of conflict between herself and Andy was a stumbling block in this settlement. As Marlene was the only one to come to my defense to regain my home! The conflict originated after Andy had family members laid false charges and accusations against Marlene in an attempt to keep her out of the province, and in part, retaliation for Andy's own theft charges which he succeeded in having dropped <u>citing "family</u> <u>dispute</u>"!!! (The message here is that it is legal to steal from family members???)

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- (e) In view of the presence of Bruce Jamieson the day before, on August 11, 2008, and the assessment that took place without my consent, I wanted to ensure that I would not be subjected to any further psychiatric assessments unless approved in writing by my lawyer or some other person independent of any of my children.
- (f) Other issues that needed agreement included securing my life estate interest in any home purchased by my son, the payment of my legal costs and the prosecution and settlement of my claim as an unpaid vendor for the sale of the farmland to my son.

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

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

various terms of settlement without consulting me and then encouraging me to accept the terms.

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

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

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

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

50. I realized toward the end of the week of August 11, 2008, that my freedom was also being severely restricted. Every time I went to my lawyer's office Mike drove me and Andy parked outside his office and waited. Andy lent Mike a

cellular phone, and no effort was made to ensure my brand new cellular phone was working properly, as I had just renewed by cellular contract and exchanged telephones which I was still getting used to, and which had been taken away from me after the initial meeting with Andy on August 11. Any calls to Mike's telephone at his residence were first answered by Mike and I began to feel that I had no privacy when anyone called. If my lawyer was attempting to contact me during this time I was not aware of it. Yet Andy had provided Mike with a cellular for his use that week.

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

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

- i. I even note that I was billed for those services and Andy paid for it by signing two of my cheques.
- ii. On the date of my discharge, January 27, 2006, I immediately revoked that Power of Attorney made out in favour of Andy Bouchard and Lynda Staub to Claire Demery
- iii. Which copy Claire never received from me, as per her statement under oath in Portage, and which was revoked in February 2008 when I approached the firm of Hook & Smith to appoint my sister Madeleine Fillion, or alternatively my daughter Marlene Legare, as my attorneys. I am opposed to any further changes to my present Power of Attorney without receiving the advice of my lawyer.
- iv. In March 2008, I received a <u>letter from the Caisse Populaire</u> <u>d'Elie (Exhibit 28)</u> advising me that on the strength of an <u>email</u> <u>from my daughter Claire Demery</u>, my overdraft of \$2,000 had been closed at her request, citing as grounds that she had not heard from me for a period of time, while I was on holidays, this in a deliberate attempt to financially squeeze me and have me return to Manitoba. (Exhibit 29) Denis Smith, of the firm Hook & Smith, wrote the Credit Union asking them for an explanation as to how they were able to close down my line

of credit based on a copy of the Power of Attorney faxed from Portage La Prairie, and requesting reinstatement of the line of credit which never was reactived (Exhibit 44) Claire Demery had admitted in Court under oath (Exhibit 45) to never receiving the power of attorney which Marlene had paid for and was still in Marlene's possession in B.C. It then became obvious that Andy had had an opportunity to photocopy it on his way to the "family reunion at the Holiday Inn" after stealing it from Marlene's binder at my home in Elie that Sunday morning. Also I later learned that this same photocopy was presented to Manitoba Telephone System to request six months of my cellular records, which I received in the mail, in an attempt to breach Marlene in the event we had contact, which we had not. Also in Marlene's binder were notarized instructions stating that I under no circumstances wanted to have any psychiatric evaluation, one of the original copies which Andy stole from Marlene's possessions at a meeting when Sgt. Gibbs had tried to negotiate a settlement to resolve the issue of where I was to live. On this document, prior to our arrival at the Holiday Inn, both Lynda and Claire had signed as witnesses next to Marlene's signature. Andy was aware of my wishes and yet did not honour them when he set up meetings with Bruce Jamieson on several occasions. (Exhibit 28)

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

- (a) He made a number of telephone calls to me at my friend Mike's residence and on my cell phone on Thursday and Friday August 14 and 15, 2008, and was unable to make contact with me;
- (b) On August 14, 2008, Mike attended his office at which time he instructed Mike to ensure that his residential telephone was operating properly and that my new cellular telephone was also functioning as he advised Mike that this was a critical time when terms of settlement were being negotiated and he had to be able to contact me directly to obtain my instructions on one settlement issue or another;
- (c) On Mike's visit to my lawyer on August 14, 2008, Mike informed my lawyer that my daughter, Marlene's van had been locked up, was in the shed or garage at his place and was going nowhere;
- (d) On August 15, 2008, my lawyer sent an email to Mr. Kelly Land requesting his assistance in contacting me because he was unable to contact me directly. Attached hereto and marked as <u>(Exhibit 29)</u> to this my Affidavit if a copy of the email that he wrote and

attached hereto and marked as <u>(Exhibit 30)</u> is a copy of a letter dated September 5, 2008, received by my lawyer from Mr. Kelly Land.

- (e) When my lawyer called on Saturday, August 16, 2008, to talk to me, he was told by my friend Mike that I was asleep when, in actual fact, I had been taken to my daughter Claire's home in Teulon and was not at Mike's home at all;
- (f) During the course of my lawyer's telephone conversation with Mike on August 16, 2008, he requested Mike to advise me that I was to meet with him at his office to discuss the terms of the drafted settlement letter before he finalized it and sent it to Mr. Land and instructed him that I was to drive into Winnipeg on my own, in my daughter's vehicle and no one was to accompany me to the office. Mike advised him that my daughter's van was locked up and going nowhere, whereupon, my lawyer instructed that I drive into Winnipeg in my own vehicle. My lawyer also told Mike at that time, that he wanted to ensure that I understood all the proposed terms of settlement and agreed to them independent of any apparent influence that was evident with my friend Mike sitting in his office with me and with Andy stationed outside of his office each time I visited.

54. 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 by my Andy, Lynda and Claire, and Mike, and that I had no freedom to move about on my own. I was confined to only those activities that involved Mike with me and Andy, and I was refused access to my vehicles so that I could travel on my own and, further, I was restricted in any ability to communicate privately with my lawyer, Mr. Smith.

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

56. Prior to my attending my lawyer's office on Tuesday, August 19, 2008, I was being constantly pressured by Mike and Andy to fire my lawyer when I met with him, but I did not do so. I recall when Andy had me fire my lawyer David Bradley who represented me on my personal injury claim in order to turn the claim over to his lawyer Michael Clark. Later on, both Andy and Chris Christiansen advised me that Andy wanted the first \$2,500 of the proceeds for his time and effort driving me around while I was in the hospital and afterwards. Yet I never charged Andy for the more than 15 trips I made before he turned five to Emergency, always in the middle of the night as he could not breathe from another asthma attack.

57. 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. At the same time, Andy also drove into Winnipeg and stationed himself in the neighborhood, at one point going in for a beer on Portage, and watching my lawyer's office, as I was subsequently informed by my lawyer and verily believe.

58. During the course of my meeting with Mr. Smith, we discussed the incredible undue pressure placed on me to fire him and to obey all my son's wishes with regard to settlement. Reluctantly, I realized that I was confined to the custody of Mike and that if I returned home with him to his residence. I was fearful what was going to happen to me. I was no longer confident that Andy 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. My cellular telephone that did function had been taken away from me Monday August 11. I had no privacy and could not even express my concern to my sister, Madeleine or daughter in B.C., or my cousin Jules Chartrand, of St. Laurent, who dropped by Mike's home to visit me, who was told by Andy "that this time he would not let me out of his sight" and that I was not allowed to go anywhere, or for coffee with anyone, until such time as I had signed the agreement. In fact, my cousin reported an incident of assault to the RCMP which occurred while at Mike's wherein when Jules' phone rang, Andy lunged at the table and hit his arm to send the cellular phone flying across the room, this after my cousin reached on the table to retrieve his phone when it rang upon realizing Marlene was calling. Unfortunately the RCMP in Headingley again did not take Jules' complaint seriously.

I was always in the presence of either Mike or Andy or my daughters Lynda and Claire and not allowed any outside contact. I was prevented from going to my sister's in Winnipeg in order to work on the proposed agreement as scheduled by my lawyer. I was repeatedly told by my three children that I had to choose between them or Marlene; otherwise they would have nothing to do with me ever again. In fact when I was driven to Lynda's house by Claire, her husband Bob told me that I was not welcome in his house. I later learned from Suzie that Claire told her that Andy wanted to pay Mike Slegers "for returning me back to them" and the figure \$5,000 was guoted. Interestingly enough that is what Mike now claims I owe him for staying at his place for two months and for a fuel spill from his tank despite his repeated calls to me in B.C., whereby he had been inviting me to stay with him, rent free, pending court, and for which I already paid him \$400 for rent. (Exhibit 33) It was apparent to me that my children were jealous of my new 2007 Dodge Grand Caravan based on the fact that it was Marlene who had provided it for me for my life-time use. In the 1970's I had to bail Andy out of jail in the middle of the night after he got arrested for reckless driving in Winnipeg. In the summer of 2007, I worked on the condenser on Andy's tractor after which he told me never to go back on the property and that I was not allowed to hunt on the property, and that I would be charged for trespass if I went into the house. Also, in 2006, Andy turned my single shot shotgun in to the RCMP whereby it took me four or five trips to Headingly to get it back, this after years of hunting and courses in gun safety. I also made him money by driving the oldest of Andy's combines for approximately 18 years, sometimes 300 hours per season, 13 – 14 hour days at times, and always on weekends when no one wanted to work, this while Andy partied at the lake.

In the spring 2008, while in B.C., Lynda had the RCMP attend to Marlene's home stating that I was being tied to a bed, fed dog food, drugged, and held against my will which, when the officers came out to investigate, they found me tanned, and in good spirits, as I had just returned from an all-expense paid for by Marlene trip to Arizona. Three boxes of pizza were also on the counter. In January 2008, RCMP were again sent out to investigate a complaint this time stating that I was being made to make calls against my will to Stonewall.

January 2009, Lynda sent the RCMP again in B.C. stating that I was making telephone calls against my will – this on New Year's Day possibly.

In another incident, Lynda left a message on my cellular stating that Marlene would be breached and that I would be charged with child abuse – IF I returned to B.C. On my lawyers advice, I reported this threat to B.C. and Manitoba RCMP departments, whereby it is my understanding Lynda refused to answer their calls.

59. 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.

60. Under the circumstances I could not return home and needed to separate myself from Andy 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's home in British Columbia. My lawyer informed me and I verily believe that such arrangements for escort assistance had already tentatively been made.

61. Attached hereto and marked as <u>(Exhibit 31)</u> to this my Affidavit is the Authority that I signed authorizing Mr. David Yaskiw and Mr. Gordon Oliver, of the investigation firm of Oliver, Yaskiw & Associates Inc., to escort me out of the province. These gentlemen drove me to Regina, arranged for my overnight accommodation and placed me on a direct Air Canada flight to Vancouver the next day, August 20, 2008, where I met with my daughter Marlene Legare and with whom I am now living on a temporary basis until my application is decided. The cost of that airfare was \$416.50 and the cost to have someone fly out from B.C. to drive the van back to B.C. was \$2,155.52 for a total cost of \$2,602.44.

62. The authority that I signed, ", also authorized Oliver, Yaskiw & Associates Inc. to take possession of the vehicle loaned to me by my daughter, Marlene that

was locked up in a shed on Mike's premises, strategically placing his fifth wheel before the locked doors to prevent access.

63. Attached hereto and marked as (<u>Exhibits "32" and "33")</u>, respectively are the reports of Oliver, Yaskiw & Associates Inc. on my removal from the province and the securing of the said vehicle.

64. As the vehicle was loaded from top to bottom, front to back, to a point where it was unsafe to drive as the mirrors were not visible, not to mention the weight of the content of the vehicle made it dangerous to drive, all ignored by the RCMP who were called in to keep the peace as the investigators feared for their safety when Andy and Roland Bouchard arrived in Mike's yard. While Marlene was arranging to have the contents stored prior to driving the van back to B.C., it was then that she learned that Andy and Mike were observed hiding in the bushes across John Lafreniere's driveway where they were observed until 3 or 4:00 a.m. The next morning, Mike (also a member of Crime Watch) confirmed to Suzie that he had been up until 7:00 a.m. John Lafreniere (of Crime Watch) and Suzie Waldner reported the incident was reported to the RCMP in Headingly who were not interested in taking the complaint, but rather more interested in if this had to do with "Marlene". It was obvious that Andy and Mike were laying in wait for the van to appear in the vard and I have to wonder if they had any weapons in the vehicle? In hindsight, the RCMP should have been called immediately.

65. Before leaving the province, I requested my lawyer and investigators obtain from inside Mike's truck my duffle bag, which I carry everywhere I go, that contained in part, my passport, nitroglycerin, medication, telephone #'s and medical records, traveler's cheques, a small amount of cash, personal papers as well as my jacket. To date, despite repeated requests to Mike, he has refused to return these and van back to me.

66. When I arrived in B.C., I had a call from Rose Trice, and Ophelia, Branch Manager 985-2049, of the Bank of Montreal, very concerned alerting me to the fact that <u>"several family members" in Manitoba had been enquiring into my account so much so that they were disturbed about it as the Bank was aware that Andy and Claire did not have any authorization and wanting to make me aware of the fact that there had been numerous enquiries by family members.</u>

67. In November, I was concerned about vandalism to my 1989 24' Vanguard motor home parked adjacent to the Bouchard Road and also wanted to have the unit winterized. In June 2008, I had to get the assistance of Sgt. Jollicoeur in order to retrieve my unit from the shed on the farm after Andy had changed the locks on the building and was refusing me access. In fact Andy had threatened that he would charge me with trespass if I entered the homestead house. I discovered at that time that the <u>steering column had been tampered with</u> while on the property. The winter prior to that, Andy put equipment in the shed unlike other years, to force me to park my unit outside for the winter.

Thanksgiving 2008, while in B.C. I directed someone to winterize my motor home. That is when I discovered all my spare keys had been removed and the unit locked. Andy is very well aware of where I normally keep my spare keys and they were missing. After fruitless calls to my son and daughters to procure my keys, I was forced to call CAA, who informed me that after unlocking the unit, they found all the keys inside the unit; however, the ignition would not start. At Wilf's Motors a wire was diagnosed as having been disabled and the cause for the motor home not starting. I also have concerns with respect to the garden tractor I use to carry out my contract with M.T.S. as well as my older truck which remained on the Bouchard property and which appears to have been moved.

Later in the fall of 2009, Mike Slegers was seen at Wilf's in the vicinity of my unit and also driving repeatedly at Ken Beaudin's to see if my unit was still parked there.

68. To date, despite repeated requests for my van at Mike's, he refuses to release it or allow to have picked up. I mentioned to Mike that I had concerns about it being winterized, in light of the excessively cold weather. In his last call to me in winter 2008, Mike informed me that he had thrown out all my possessions into the snow bank outside his shed and would not allow anyone onto the property to retrieve my possessions. He demanded that I meet at his place, along with Andy, Lynda and Claire, without lawyers, before he would release anything and that his lawyer was instructing me to put \$5,000 cash on his table prior to releasing my possessions.

69. When my daughter's Dodge Caravan was handed over to the investigator to arrange for its return to Vancouver, British Columbia, it was loaded down with many items that I did not require, nor own, including oil rags, container of acid which spilled and in so doing damaged the interior of the van, resulting in repair costs for a new one-piece carpet and a cleaning out of the van for a total repair cost of \$1,313.32. (Exhibit 34).

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

71. In order to escape the controlling actions of both Andy and 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 <u>(Exhibit "35")</u> and <u>(Exhibit 36)</u> respectively are the invoices of the Oliver, Yaskiw & Associates Inc. firm dated August 22 and 29, 2008, respectively.

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

my lawyer's office, my lawyer received a call from the Winnipeg Police Service who had received a report of my "abduction" under incident no. 080175132.

73. Attached hereto and marked as <u>Exhibit "37"</u> 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.

74. I wish to live in peace in my own residence as per our numerous agreements. Alternatively, should I be required to rent a residence, I expect Andy to pay 100% monthly rental expense in full as part of the agreement I made with him when I sold him my farm. However, my concern is that I may find myself back in court to enforce any life estate agreement or rental agreement and that Andy may continue his quest to have me committed. Andy did not voluntarily pay my rent until after I had registered two caveats on title. Andy is aware that I live on a fixed income, a meager \$1,300 a month made up of the Old Age supplement, and can ill afford \$400 a month rent, this when our agreement was that I have a Life Estate in my own home. Any other terms I would never have agreed to. Andy has, over the years been trying to financially hemorrhage me, making promises, getting what he wants to advance himself financially and then reneging on his promises to me. The fact that he did not register the mortgage I took back enabled him to invest in two 143 acre lakefront properties in Kenora which he is in the process of subdividing, again making money off of me while I struggle day-to-day. After I was released from the hospital, Andy called my fish contact Les to prevent him from selling fish to me which upset him, as this minimal income not only subsidizes my below-poverty level but also is a means of socializing in the community that I have been part of for the past 85 years. All the while Andy boasts of his resources, by virtue of his unethical business practices of which many farmers have complained to me over the years and to which I am ashamed to say he is my son as that is not the way I raised him. It was through my contacts with some of the Hutterite Colonies in the Municipality of Cartier that Andy got his start in sales of farm equipment because of their association with me over the years.

One day while at Walt's Trailer Sales in Headingly, where I had purchased my motor home years prior, I convinced the owner to buy a tractor from Andy, a cash sale, whereby he never so much as gave me a "thank you". I do not drink or party or have toys like he does. In fact, on one occasion, feeling lucky, I went to Andy's home in Portage and asked him to go half on a \$10 lottery ticket which won us a car, whereby he states he sold it for \$16,000 of which he gave me \$8,000. However, I never did see the bill of sale. This is the son that used to steal farm gas from me for his vehicle despite my installing a lock on the tank. I believe the animosity my son holds against me may be in part due to the fact that years ago, went I went upstairs into the original family homestead, the one he and wife bought from me, I found Andy in bed with a young lady whom I recognized.

In another incident, in front of witnesses he called me "an old f....r" while we were all together in the strawberry patch on the farm which shocked them both. Over the years, Andy has been incredibly cruel and abusive towards me, his very own father.

I also found some strange looking plants growing in the back yard of his house on the homestead in Elie years ago, the like of which I have never seen and being naïve in those days, I thought nothing of it until now, years later.

In January 2009, Andy was fired from Blights dealership for stealing combine parts and using the company shop to service his own 3 or 4 combines. He, in retaliation, along with Andy Chabot are suing the Mazer Group for wrongful dismissal.

75. Over the past 18 years, I have been asked by Andy to drive the very oldest of 4 combines at \$10 and \$12 an hour, weekends in large part, while he and his family enjoyed themselves on their boat and sea-doos, yet he did not even offer me a bonus when I made him in excess of \$14,000 combining for one farmer, toiling long hours for him. I was not invited to Andy's annual bar-b-que he regularly throws for his drivers at the end of harvesting season.

It is in 1988 and 1990. I believe, and possibly other years, that Andy transferred some of his income unto my T4 slips, copies of slips I have since requested from CCRA archives. His tax evasion caused me to lose what little income he paid me in the fall, as this inflated amount indebted me to Revenue Canada to the tune of \$1,619 one year alone and caused me to lose some Guaranteed Income Supplement, as pointed out by my accountant Brian at the time, bumping me from a 7% to 29% tax bracket, this without Andy not as much as offering to pay for my additional taxes or loss. In addition, unlike other workers he hired, I was not reimbursed for my expenses, gas, and cellular, maintenance to his machines or trips to get parts to service his combines. In one instance, my quick wit allowed me to save his older combine that I was driving when it caught fire. The next year, I am informed that his daughter caught his newer combine on fire. One year, Andy invited the current tenant, Jack Bock, to stay with me so that he could combine for him instead of putting him up in his own home on the Bouchard homestead. Jack then left upset after a disagreement with Andy with respect to Andy owing him money. Behind Jack left a mess in his room which he told me to get Andy's wife Angie to clean up which did not occur. In addition he left me a bill for long distance telephone calls that neither he nor Andy ever reimbursed me for. This is the same tenant that is currently in my home. I expect when he vacates, he will leave my home in the same clean condition he found it in.

76. When Andy first approached me to buy the farm, I was reluctant at first and eventually agreed to sell him the first half interest which included the home I currently live in. All my records, legal paperwork were destroyed when Andy cleaned out my house while I was in the hospital. The purchase agreement in

2002 stated that I would be paid \$7,000 on an annual basis for five years. Andy has breached our agreement by refusing to pay me on a timely basis and is in default of our contract. According to my records, Andy still owes me at minimum, one \$7,000 installment, all records of which he destroyed. He insisted I cash a \$2,000 cheque in January 2008, which I refused based on the memo which stated "payment in full" and which I turned over to my attorney. Over the years, I have had to repeatedly chase Andy at Blights Dealership which is where he worked for the past 15 years or more, until being fired January 2009. I also drove to his home to get paid, and in all instances Andy stated he had "no time" for me. **(Exhibit 38)** is Andy's record of payments, poorly documented this despite his having been a commissioned-farm-equipment salesman and well versed in contracts.

77. Over the years I relied heavily on my daughter Lynda to assist me with all my paperwork. She is aware that I only have Grade 4 education, having dropped out of school to help support my nine siblings on the farm, and remaining on the farm when my father passed away in 1946 at age 46, of a heart attack, intestate, leaving me to care for my mother and 9 minor siblings. At Andy's lawyer Christiansen's office, the life estate issue and terms of mortgage were never addressed. Furthermore, over the years I never received half the proceeds of the crops despite my repeated requests, protests that fell on deaf ears all the while paying property taxes and hydro which serviced the well for the adjoining properties.

Of special interest, Lynda who I relied on for any paperwork and who works at Land Titles, in 2006, transferred her mother's half interest in farmland into her name jointly without her mother or step-father's knowledge of which she is now involved in a lawsuit he commenced against her and there is an investigation ongoing with the Stonewall RCMP with respect to her conduct and misuse of her position and conduct. One also has to wonder how many other properties may have been improperly transferred. Lynda made a statement to Robert that she deliberately withheld registration of some documents at her work to suit her needs. This may account for the fact that the mortgage Andy and Angie took out two days before my fall for \$185,000 in favour of the Royal Bank was not registered until February 13 or 15th when they moved me against my will.

At a time when her mother was heavily medicated on morphine, months prior to her death, Lynda had her mother change her will through the firm Chapman to exclude three of her six children, those of Lynda's choosing it now appears. At present, Lynda is demanding half the proceeds of the crop and has increased the purchase price \$30,000. It appears that this documentation was altered after the fact to include her signature on title! Lynda did not divulge to her stepfather that there was a new will until after the funeral, at which time she demanded immediate payment for the farmland. In addition, she charged her mother's funeral to her stepfather's credit card ~ without his knowledge or consent which he has reported to the Stonewall RCMP for them to conduct their own investigation.

78. Of particular concern is the fact that I had nothing in writing as to monies due me, and due to my age, had I passed away, and Andy being the executor. my other children would most likely have forfeited the estate due them. In the 1970's, Andy refused to allow me into his home, the original homestead which I sold to him. As a result of the animosity he holds towards me, the difficulty in collecting the mortgage money, and the fact that he and his wife appear to have no friends to speak of in Elie since their move off the original homestead in 1984 to Portage, I offered to give Andy back his \$100,000 which he refused. In hindsight, I realize I should have retained counsel earlier and as time went on to hold Andy accountable. I was raised in an era where a man's word was good, that a handshake was sufficient, especially between father and son. In view of all the antagonism I have endured over the years, and in light of the fact that I was denied my home for the past four years, it remaining vacant for two of those years, I am applying to the court to have the September 23, 2002, agreement rendered unconscionable for the following reasons: Andy breached our contract and he did not pay fair market value as per our agreement. (Exhibits 58) show that Andy paid me \$675, less than half what the property was worth. The 2003 municipal assessment, according to Portage Land Title, is based on the 1999 analysis, done every four years and is not reflective of the true fair market value of the property. The sale of my cousin Tony Bouchard whose property which adjoined my property sold for \$850 an acre in 1980, no house on it whatsoever and on the same section. Also reference the property also on the same section, sale price more than \$1,200 an acre from another neighbor on the same section. My brother-in-law sold his property for \$1,200 an acre this in 1982. land and no buildings, 7 miles from #1 Highway.

79. I verily believe that Andy also deliberately underestimated the amount of cultivated acres, also stating there was bush on the property when I had painstakingly removed all the trees and roots by hand over the years and all that was left was simply a shelter belt around the perimeter which I planted to improve the property and for soil erosion and a wind break and in the winter, instrumental in keeping the snow off the roads and protecting a portion of the highway. The fact that my mortgage or life estate were never registered on title allowed my son to take advantage of the equity to purchase his recreational lakefront property clear title which he is in the process of subdividing. Another issue I have is the fact that Andy indicated there are only 70 cultivated acres when in fact the house, yard, river and shelter belt represent a lot less than 19.47 acres. Over the years, I planted two rows of trees that I hoed, watered, weeded, and maintained diligently especially for the first five years, the critical years, in the late 50's, as soil erosion and shelter belt which preserved the soil from the north west winds. I have toiled year after year, while Andy partied at his lake resort, he never as much as lifted a hoe which I have since 1960 whereby I planted in excess of 19,655 trees purchased from PFRA. According to a municipal employee, my property, because of the shelterbelt, makes it very desirable property from Elie to St. Eustache. Other than that, there is no bush area as claimed in the transfer with the exception of a few trees in the back yard of the house, which are the original oak and elm trees. Of particular concern to me is that Andy has destroyed the certificate for Lot 4, which was in my name alone and then changed it to read joint when purchasing the first half. Lot 4 is the road I built up, and graveled annually while operating a grader for over 30 years for the municipality, from which I retired without a pension. Again, according to Portage Land Titles, the 2003 Property Assessment is based on 1999 market evaluation as the update is done only every four years and a reflection of the true fair market value.

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

81. The property has been in the Bouchard family for over 112 years, four generation Bouchards. Much to my dismay the Centennial plaque I paid for has recently disappeared from the end of the road. My desire was to continue the Bouchard tradition to my son and have the homestead remain in the family for sentimental reasons; hence my reason for trusting my son to do what was right by me which I now recognize as an error in judgment.

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

83. I am applying to the court for legal remedy and am prepared to return the purchase price of \$100,000 as Andy has clearly <u>breached our contract and</u> violated its terms, that it was unconscionable in the first place, and I expect

Andy to be made accountable for his actions towards me, his elderly father, and full restitution be made to me for his despicable actions. I currently have another caveat with respect to what is still due to me for the mortgage and miscellaneous expenses over the years which Andy has refused to deal with in accordance with our agreement. I verily believe that I have been abused as a senior and father. As a nearly 86 year-old-law-abiding-hard-working senior. I stand before the courts for remedy and protection against certain family members in order that I live out the rest of my life, in my home, amongst my friends, without any further threat of harassment or intimidation by any of them. Time being of the essence, I am willing to have my attorney go to binding arbitration for immediate resolution on the monetary aspects of this case. I have extended unmerited grace to Andy, Lynda and Claire. To this day, they still refuse to do the honorable thing by me or to respect my position as their father. Sadly, it has come to this. I must now seek redress, restitution and legal remedy from the courts as it is very clear that Andy breached the conditions of our agreement. It is more than obvious that he never acted in good faith which resulted in unjust enrichment to him to my detriment. I seek equitable remedy for actions which have caused me severe financial and emotional hardship as well as punitive damages.

84. In order to safeguard myself, not to be committed, and to diffuse the unending lies, I have had to tape every conversation between Mike Slegers, my daughters and myself over the past year, as Andy and Lynda and now Mike have become very proficient at defamation and lies. No sooner had I landed in B.C. in August 2008, that I heard that Mike was at the coffee shop in Elie the next morning spreading rumours that I was in the hospital in B.C. and that Marlene would be banned five more years from entering Manitoba and to expect charges against her. Mike later told my brother-in-law Laurent Houde that I would be losing my licence. Mike also stated that the only way I would be coming back home was in a "pine-box". My daughter Lynda, who upon my going to B.C. in February 2008, left a disturbing message stating that if I returned to Manitoba, Marlene would be breached, and I would be charged with child abuse, which is defamation and slander which nearly caused me to have a heart attack and sent me to the Care Clinic with stress and elevated blood pressure. The Maple Ridge, B.C. and Stonewall RCMP made numerous calls to Lynda based on her accusations whereby to my knowledge she still refuses to respond to any of their calls. Lynda told a friend of mine Suzie "that I would have to be programmed again" because obviously I would be the one fed lies when the opposite was true, concerned that I would learn the truth about how badly I had been manipulated. This makes me wonder if, while being drugged, I was threatened for fear reprisal from these children?

Helene Johnson of Wisconsin stated to me at Christmas time that it was Marlene who had taken me to a psychiatrist and not Andy, that Andy had paid me in full, that Andy, Lynda and Claire had taken very good care of me over the years, so it is obvious that she is being lied to or is part of the conspiracy against me, her father. I also learned from M.T.S. that Claire had used a copy of the stolen Power of Attorney, placed Andy's name on my account as contact, and requested six months of telephone records which I received in my mail, done in an attempt to breach Marlene. M.T.S. reversed the \$60 fee for this service when learning that Claire was not authorized to request these duplicate.

Rose Trice of the Bank of Montreal called at the end of August, concerned, to inform me that several family members were trying to access my account information. As it is apparent that Claire and Andy are using a photocopy of either revoked power of attorneys, I am requesting that Claire cease using the revoked power of attorney and that <u>Andy return the original power of attorney</u> signed at the hospital, as well as my will naming him as executor, which was revoked. It is my concern that in the future these documents may again surface much to my detriment. The power of attorney was meant to be used in event my health deteriorated; however, these family members have been using it to override me and to try to financially bankrupt me and to force me to submit to their will.

In so doing, I wish to take my rightful place again as the head of the Bouchard family where so much irreparable damage and division has been done to the family by Andy, Lynda, Helene and Claire, that I feel I can no longer trust any of them as their true colours have surfaced and it is apparent that they never had my best interests at heart. This past summer Claire asked Mike what they owed him for returning me to them. The figure of \$5,000 was mentioned at some point and interestingly enough, that is the figure Mike tells me I now owe him, this despite his repeated invitations to stay at his place rent free pending resolution of these matters and his willingness to spend \$20,000 to fight Andy!

In August, Andy told my cousin Jules Chartrand at Mike's that "this time he would not let me out of his sight" until I signed the agreement. These family members have cost me a lot financially, caused me untold grief, damage to my self-esteem, and heartache for the past three years, this at a time when I should be enjoying my family and grandchildren.

I have been told repeatedly, in no uncertain terms by these children in Manitoba to choose between them or Marlene! At Christmas time, I heard from only one of my daughters and sons. Last summer, my daughter from Wisconsin deliberately did not invite me to her daughter's wedding as did my son Jerry in Lloydminster this past Christmas when one of his sons got married in Saskatoon. I received no invitation to either of my grandchildren's weddings though I had been invited in years prior.

On January 22, 2009, the day of my 85th birthday, I did not get one single call from any of my seven children, this despite being in contact with them regularly over the past six months since being away from Manitoba and sending them postcards for Christmas while on holidays in the States. For these reasons, I am seeking a "No Contact Order" against Andy Bouchard, Lynda Staub, Claire

Demery, Helene Johnson, and Michael Slegers. I have recently learned that Andy has been fighting cancer for the past two years. These children have shown by the actions the extent of their viciousness and dysfunctional behavior and in my opinion mental instability to the point of being a danger to myself and my daughter Marlene whose only "crime" was to come to my rescue at a time of my most vulnerability. For that she should be commended for her courage and belief in honouring her parents as none of the other children have shown any respect towards me at any point over the past four years. I wish to live the rest of my days in my home, in peace without threat for my safety.

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

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Signed in the City of Winnipeg Of the Province of Manitoba, on the 28th day of October, 2009.

LIONEL ANDRÉ BOUCHARD