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Please refer to File No. 33,375

Geo. Thos. Chapman, Q.C. (1923 - 1985)

July 30, 2008

Delivered via facsimile  
837-9846 (1 page)

**HOOK & SMITH**  
201-3111 Portage Avenue  
Winnipeg, MB R3K 0W4

Attention: Winston Smith

Dear Mr. Smith:

**RE: BOURCHARD**

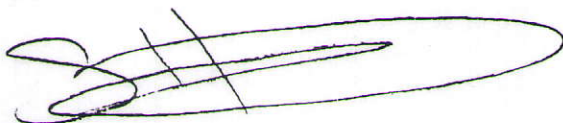
Further to our attendance before Justice Sinclair, this will confirm that the matter has been set for a contested hearing on August 13, 2008 at 10:00 a.m. On the direction of Justice Sinclair I will have my brief filed on August 6, 2008.

In discussing the matter with my client he is instructed me that he does not wish me to Cross-Examine Mr. Bouchard in respect of this Motion.

This will also confirm my advice to the Court that Mr. Bouchard has no difficulty with his father attending at the property, upon reasonable notice, to retrieve whatever items of personalty or equipment he requires. In discussing the matter with my client he has informed me that the reason his father had to phone the RCMP regarding the mobile home was based upon previous advice given to Mr. Bouchard at the time that his father went missing. The RCMP advised that in order to withdraw the Missing Person notice they wanted to hear from Mr. Bouchard and could use his desire to obtain the mobile home as a method of doing so.

I trust the above is acceptable.

Yours truly,  
**CHAPMAN GODDARD KAGAN**  
Per:



**KELLY P. LAND**  
KPL/sh

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# HOOK & SMITH

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Garry N. Harvey (1944-)

File No 11090S

August 1, 2008

VIA COURIER

**Chapman Goddard Kagan**  
1864 Portage Avenue  
Winnipeg, MB R3J 0H2

Attention: Mr. Kelly Land

Dear Mr. Land:

**Re: Lionel André Bouchard v. André Lionel Bouchard**

Enclosed herewith is a revised Applicant's Brief that will be filed in Court. You will note that the Brief has been revised to add the cases listed dealing with undue influence. In addition, I have added the matters of termination and undue influence to the list of issues. Concurrently, with this letter the revised Brief is being filed in the Court.

Yours truly,

**HOOK & SMITH**

Per: **FILE COPY**

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

WFS/ca

cc. Lionel Bouchard

- (b) Upon satisfactory medical evidence that he is no longer able to live in his home and must be institutionalized, which would not include receiving daily in home assistance with medication, physical assistance for personal hygiene, or the provision of meals,

which ever event first occurs.

2. My client will be permitted to live in the accommodation, rent free, on the understanding that my client will pay the utilities. Your client will be responsible for any realty taxes and all repairs and fire insurance on the property.

OR ALTERNATIVELY TO THE ABOVE 1 AND 2

1. Based upon my understanding of what has been done today wherein my client has applied for accommodation in the St. Eustache Manor with a view to living there until suitable accommodation to his satisfaction is available in Elie, your client will contribute to his monthly rent to the extent of \$200.00 per month for the rest of his life commencing January 1, 2009 (as I understand rent at \$200.00 per month for this year has already been paid into my client's account).

2. The above commitment to pay rent will continue until his death and include any period of residence in a hospital, senior care home or other institution if any daily care charges are imposed regardless of their amount.

3. My client will have unrestricted access to his home property for the purpose of storage of his vehicles and equipment in the shed located on that home property. There will be no access to the home itself on that property. In addition, my client would be entitled to remove the trees from the property as per the agreement between himself and your client already in existence.

4. My client will have the right to cultivate a garden on his home property and a right of access to the property over the road that is owned by your client to facilitate any and all access by him to that home property.

5. Your client will immediately provide such documentation as is necessary and cooperate with the authorities to assist Marlene Legare's application to the Court to terminate the restrictions on her entry into this

province. Naturally, she wishes to visit her father and other family members and ought to be allowed to do so. Continuing her present prohibition, although arising out of disobedience of a court order as I understand it, appears to be due to the resistance of the crown prosecutor involved. Based upon the exchange of emails I have read her resistance appears to be due to an unusually close connection to family members who promoted the prosecution. It is time to allow Marlene Legare to come to Manitoba immediately to assist her father in settling into his new accommodation. Please note my information is that the prohibition will expire in February 2009, in any event, but as was originally agreed among all or most of the siblings in 2006, when my client was being released from hospital, Marlene Legare was to provide her father with assistance in settling back into his home. I believe such cooperative action will go a long way to restore some peace among family members and reduce the pain and anxiety being suffered by my client. ←

6. Your client agrees that the Power of Attorney in existence today, will not be changed without the written approval of counsel for my client.

7. There will be no psychiatric assessment of any kind without the written consent of my client's counsel. In this regard, I understand that, at the recent meeting of my client with your client and Mr. Mike Slegers, your client, without the knowledge or consent of my client or Mr. Slegers, arranged to have Dr. Bruce Jamieson present who conducted a short private meeting with my client, wherein he asked my client some questions and concluded by stating that there was no reason why my client could not look after his own affairs. This event that appears to have been arranged by your client requires an explanation.

8. With regard to the claim for debt:

- (a) We will require proof of payment in full of purchase of the land;
- (b) An accounting of the total rental payments made by your client on behalf of our client to date;
- (c) A satisfactory resolution of the balance alleged due to our client in the amount of \$9,375.49 as pleaded in paragraph 10 of the Statement of Claim; and
- (d) Payment of \$5,500.00 or some other reasonable amount for replacement of our client's possessions and furnishings that were destroyed, as pleaded in paragraph 11(a) of the Statement of Claim.

9. Although you and I discussed your client's contribution to our costs of \$5,000.00, it is my understanding that subsequent to that discussion, Mr.

Slegers obtained the agreement of your client to contribute \$7,000.00 towards my client's costs incurred in both of the above-mentioned claims.

10. Subject to your concurrence, the documentation to settle this matter will consist of the following:

- (a) A written agreement signed by the parties confirming the above settlement with a covenant restricting a sale of the home property for five years (or earlier upon the written consent of his counsel for acceptable reasons and such consent not to be unreasonably withheld) to allow our client at least five years to store his equipment and cultivate a garden;
- (b) Registration of a Caveat against any property acquired by your client for occupancy by my client to protect his life estate or right of occupancy;
- (c) A Notice of Discontinuance or Consent to a dismissal of both actions; and
- (d) Discharges of the presently registered Caveats.

The discharges of Caveats and discontinuance or dismissal of the proceedings will, of course, be the last step after all other items above-listed are achieved.

On a separate note, my client provided me with draft discharges of both Caveats that were filed against the farm properties. It is my understanding that these discharges may have been prepared by Lynda Staub, one of my client's daughters, for my client's signature. Your client handed these documents to my client a few days ago at their meeting.

I am extremely concerned that a member of the Manitoba Land Titles Office, with knowledge of the fact that her father has counsel and who is aware of the claims against your client, would draft such documents and arrange for their provision by your client to my client for signature. Such action is reprehensible and also, in my opinion, reportable to the Registrar General of the Land Titles Office. Although I realize your firm may not act for her, it would certainly be appropriate through your client to warn Lynda Staub that she is not to interfere with her father's legal rights in the future.