Attachment

to Lionel Bouchard's

Affidavit dated

April 8, 2011

Rebuttal to Andre Bouchard's

Affidavit dated December 8, 2009

Labeled "R"

K

K

February 28, 2011

URGENT

Fax: 204-985-2025

Bank of Montreal
Westwood & Portage Branch
Winnipeg, MB

Attn: Rose Trice

Dear Rose,

On Friday, Lionel Bouchard obtained three protection orders once again against three of his children.

The judge stated that he should be reporting to the appropriate authorities and to conduct an investigation either internally, or directly with the RCMP with respect to illegally violating my father's right.

Attached, please find a letter from Mosaic MasterCard. The original card issued was stolen at the Post Office in Elie by his son Andre Bouchard, either using a revoked power of attorney or by simply talking his way into retrieving mail which was not addressed to him which is theft of mail and a federal offence.

In addition, it appears that Andre Bouchard impersonated his father in doing Telpay, as 87 year old Lionel Bouchard has never done any telephone banking in his life.

Therefore please follow up with respect to this fraudulent activity.

In addition, you or Ophelia had mentioned previously that someone was impersonating Madeleine Fillion, or myself to find out information with respect to my father's account, either Claire Demery or Lynda Staub.

Please confirm these event and take whatever measure is required procedurally with respect to having these individuals charged for trying to access Lionel Bouchard's account fraudulently.

In addition, traveller's cheque drawn on your branch on January 27,2006, have never been cashed.

Please have whatever amount remaining of the $1,000 U.S. funds cancelled and reimbursed to Lionel Bouchard, 19597 Fraser Way, Pitt Meadows, B.C. V3Y 2W6

If you have any questions, feel free to contact me at 604-465-5645.

Marlene Legare

Marlene Legare
Power of Attorney

January 22, 2011

VIA FAX: 204-985-2025

Bank of Montreal

Portage & Westwood

Winnipeg, MB

Re: Traveller's Cheques Purchased January 27, 2006

I am requesting refund of $1,000 traveller's cheques purchased around noon on January 27, 2006, which have since been lost.

Please forward appropriate paperwork to me by fax at 604-465-5632.

Thank you.

Lionel Bouchard

Lionel Bouchard

604-465-5645

Att. (1)

Mosaik

Bank of Montreal
P.O. Box 11064
Succ. Centre-Ville
Montreal QC H3C 5A2

August 26, 2008

Mr. Lionel Bouchard
PO Box 81
Elie MB R0H0H0

Dear Mr. Bouchard,

Account # 5191 2301 1635 4417

Further to your inquiry regarding the payment of $2000.00, which was credited to your Mosaik MasterCard account on August 13, 2008, please be advised that our investigation confirms that this payment was made by Telpay and belongs to you.

We recommend that you contact your Financial Institution directly, should you require additional information regarding this payment.

Mr. Bouchard, if we may be of further assistance, please do not hesitate to call the Client Contact Centre at our toll free number, 1-800-263-2263 or TTY/TDD (Telephone Device for the Deaf) at 1-866-859-2089.

Sincerely,

S. J. McIntyre/Customer Correspondence Officer
Case ID: 080815151403409

ANDY DOING BANKING IMPERSONATING HIS FATHER WHO HAS NEVER DONE TELEPHONE BANKING

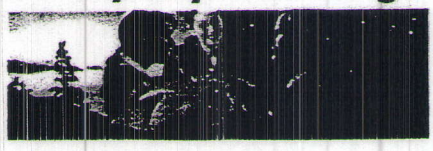
Come visit us at www.bmo.com/mosaik

BMO Bank of

Your branch address:

3330 PORTAGE AVENUE
WINNIPEG, MAN R3K 0Z1

Everyday Banking



13

MR LIONEL BOUCHARD
P/A MARLENE LEGARE
PO BOX 81
ELIE MB ROH OHO

Your Branch
PORTAGE & WESTWOOD WINNIPEG
Transit number: 0653

For questions about your statement call
(204) 985-2555

Direct Banking
1-800-363-9992
www.bmo.com

Your Plan
Performance Plan with Senior Special Discount Program

Your Everyday Banking statement

For the period ending October 24, 2008

Summary of your account

Account	Opening balance ($)	- Total amounts deducted ($)	+ Total amounts added ($)	= Closing balance ($) on Oct 24, 2008
Interest Chequing Account # 0653 7070-700	10.65	1,516.14	1,537.71	32.22

Do you know about the new Tax-Free Savings Account (TFSA)?

In 2009, individuals can contribute up to $5,000 per year to the account where it can grow and earn income tax-free. Visit bmo.com for more information.

Here's what happened in your account

Interest Chequing Account # 0653 7070-700

Owner:
MR LIONEL BOUCHARD

Date	Description		Amounts deducted from your account ($)	Amounts added to your account ($)	Balance ($)
Sep 26	**Opening balance**				**10.65**
Sep 26	Direct Deposit, CANADA	OAS/SV		855.29	865.94
Sep 26	Direct Deposit, CANADA	CPP/RPC		590.14	1,456.08
Sep 26	Withdrawal at, BR.0738		600.00		856.08
Sep 29	Withdrawal at, BR.0743		200.00		656.08
Sep 30	Interest Earned			0.03	656.11
Oct 3	Direct Deposit, CANADA	GST/TPS		92.25	748.36
Oct 17	Withdrawal at, BR.0738		200.00		548.36
Oct 23	Debit Card Purchase, MAPLE RIDGE CHR		516.14		32.22
Oct 24	**Closing totals**		**1,516.14**	**1,537.71**	

HRI000-01-6-D0

BMO Bank of Montreal

15130E (09/02)

Mosaik

Bank of Montreal
P.O. Box 11064
Succ. Centre-Ville
Montreal QC H3C 5A2

August 26, 2008

Mr. Lionel Bouchard
PO Box 81
Elie MB R0H0H0

Dear Mr. Bouchard,

Account # 5191 2301 1635 4417

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Mr. Bouchard, if we may be of further assistance, please do not hesitate to call the Client Contact Centre at our toll free number, 1-800-263-2263 or TTY/TDD (Telephone Device for the Deaf) at 1-866-859-2089.

Sincerely,

S. J. McIntyre/Customer Correspondence Officer
Case ID: 080815151403409

ANDY DOING BANKING IMPERSONATING HIS FATHER WHO HAS NEVER DONE TELEPHONE BANKING

Come visit us at www.bmo.com/mosaik

Bank of Montreal

Mosaik

LIONEL BOUCHARD

Stmt date: Aug. 16, 2008 | Acct. balance: $1,120.33 | Pymt. due by: Sep. 4, 2008 | Min. payment: $22.00

Details of your transactions

Item no.	Trans date	Posting date	Description	Amount ($)
			CARD NUMBER - 5191 2301 1635 4417	
1	Aug. 8	Aug. 8	PAYMENT RECEIVED - THANK YOU	5.00CR
2	Aug. 12	Aug. 12	PAYMENT RECEIVED - THANK YOU	1,000.00CR
3	Aug. 13	Aug. 13	PAYMENT RECEIVED - THANK YOU	2,000.00CR
4	Aug. 16	Aug. 16	INTEREST ADVANCES @ 18.50000%	51.45
5	Aug. 16	Aug. 16	INTEREST PURCHASES @ 18.50000%	9.13

Report any items which do not agree with your records within 30 days of statement date. For your convenience, you can also check your recent transactions and three most recent statements by visiting us at www.bmo.com/mosaik

OPENED MARCH 26, 2008
FIRST CARD INTERCEPTED
IN THE MAIL!

Your account at a glance

5191 2301 1635 4417

Previous balance, Jul. 16	$4,064.75
Payments - thank you	$3,005.00CR
Other credits	$0.00
Purchases	$0.00
Cash advances/Cheques	$0.00
Interest	$60.58
Fees	$0.00
Other charges	$0.00
New account balance, Aug. 16	$1,120.33
Minimum payment due by Sep. 4, 2008	$22.00
Amount you're paying $	
Your credit limit	$1,600.00
Credit available, Aug. 16	$ 479.67

Security Code

Interest charges

Item	Purchases / Other	Cash advances/Cheques
Interest charges on this statement ($)	$9.13	$51.45
Annual interest rates next period (%)	18.50000%	18.50000%
Daily interest rates next period (%)	0.05054%	0.05054%

Enquiries: 1 800 263-2263 1 800 263-2263
Lost or stolen cards: 1 800 361-3361 1 800 361-3361
Internet: www.bmo.com/mosaik
TTY (for the Deaf and Hard of Hearing): 1 800 659-2089

MasterCard Customer Service Support
P.O.BOX 11064 STN CENTRE-VILLE
MONTREAL QC H3C 5A2

HRI00-01-6-D0

P.O.BOX 11064 STN CENTRE-VILLE
MONTREAL QC H3C 5A2

ANDY STOLE HIS FATHER'S MAIL AND ELIE!

0477

LIONEL BOUCHARD
12345 234TH ST
MAPLE RIDGE BC
V2X 0N7

MasterCard BMO Bank of Montr

Card number:	5191 2301 1635
Account balance:	$1,1
Minimum payment due:	$
Payment due by:	Sep. 4,
Amount you're paying:	$

IMPORTANT PAYMENT INFORMATION:
If you're paying by mail, please make your cheque or money order payable to: BMO Bank of Montreal. Mail your payment to: P.O. Box 6044, Stn. Centre-Ville Montreal, QC H3C

Statements

Elie

Member Account: 0000024

Account Statement

Date YYYY-MM-DD	Description	Withdrawals $	Deposits $	Balance $
LIONEL BOUCHARD - 000				-2,240.04
2008-01-01	CHEQUE # 4	-250.00		-2,440.04
2008-01-02	CHEQUE # 70	-200.00		-1,340.04
2008-01-03	DEPOSIT		1,100.00	-1,740.04
2008-01-03	CHEQUE # 9	-400.00		-1,940.04
2008-01-04	WITHDRAWAL	-200.00		-2,040.04
2008-01-08	WITHDRAWAL	-100.00		-2,240.04
2008-01-08	CHEQUE # 7	-200.00		-2,340.04
2008-01-10	CHEQUE # 194	-100.00		-2,785.11
2008-01-11	WITHDRAWAL	-445.07		-2,985.11
2008-01-18	CHEQUE # 11	-200.00		-2,185.11
2008-01-21	DEPOSIT		800.00	-2,217.48
2008-01-23	CHEQUE # 10	-32.37		-2,317.48
2008-01-26	WITHDRAWAL	-100.00		-1,464.15
2008-01-29	CANADA DIRECT DEPOSIT FROM		853.33	-874.01
2008-01-29	CANADA DIRECT DEPOSIT FROM		590.14	-889.81
2008-01-31	INTEREST CHARGE	-15.80		-469.79
2008-02-01	TRANSFER FROM SURPLUS SHARES # 0		420.02	-679.79
2008-02-01	MAN. BLUE CROSS PREAUTHORIZED PYMT	-210.00		-919.79
2008-02-04	CHEQUE # 8	-240.00		-1,271.50
2008-02-07	WITHDRAWAL	-351.71		-1,551.50
2008-02-12	CHEQUE # 72	-280.00		448.50
2008-02-22	DEPOSIT		2,000.00	-1,551.50
2008-02-22	TRANSFER TO PLAN 24 # 0	-2,000.00		
2008-02-27	CANADA [illegible]			
2008-02-29	INTEREST CHARGE [illegible]			
2008-03-04	TRANSFER TO CHEQUING # 0 (ACCOUNT# 46995)	-400.00		

ANDY TRANSFERING HIS FATHER'S money AROUND

Dad said that when Claire brought him to Lynda's house, she screamed at him for leaving Manitoba without advising them, ***her husband Bob came into the house and said "that you are not welcome in this house ever again***" to his own father-in-law. Lynda did not answer Dad when he asked her about "the child abuse charges" when Dad told her it was not true!

At the "family" supper, was more like a "lynching party" on Sunday for Chinese food, Mike was there along with Andy/Lynda/Claire. That was it. My other sister from Winnipeg (the one Andy ~~raped~~ as a teenager Doreen who lives on Edmonton St. and works for the City of Winnipeg) was not invited. Dad told me the majority of the conversation was Mike bragging about bringing peace to the Bouchard Family and now "having met all the sisters". ~~Dummy~~ he did not meet Doreen of Wpg., Leona of Calgary and Helene of Milwaukee! Dad told me Lynda took Mike aside and talked with him at length, I mean lied to him at length.

Also Dad was told that "they had seen me in town" to find out from Dad whether I had really been there or not as they so desperately wanted to breach me. Also asking him I had been around lately.

~~Dania~~ told me that Andy picks up ~~hookers~~ all the time and most likely has a favorite. I believe his wife would divorce him if she Knew and she has a vile temper as well. (Angie works for Agassiz Youth Centre in Portage in administration).
I believe it because Andy and his two brother's in law at the wedding talked about not getting "caught" and that the
Bouchard girls were all dummies!

Dad told me he went on his own, to find out if there was "temporary" accommodations in St. Eustache for the time being as he was fed up living under Mike's tyranny, and it was awful, the details he has given me and that it took nothing to "set off Mike". Andy is only playing everyone for a fool pretending he is seriously looking for a place for Dad. He already has one in mind and it is with padded walls!

In calling Portage Hospital yesterday, I was advised by Carol Schneider, 239-2211, that Bruce retired two years ago. I questioned her and she told me that he had been employed as Community Mental Health Worker Geriatric Services, and reached the magic #80 and was able to take retirement, and was an LPN. Interesting as that was not the information given to me, that he was a psychiatrist when I called in spring of 2006, when I called again to check on his credentials, there was some hesitancy to give me any information and I felt that something had ~~gone done~~, that he was released instead, but that could be covered up now. In any case, he is on nights this week, shift of five nights
and Carole had spoke to him the day before. Actually he works part time at Lions Prairie Manor Personal Care in Portage, and you can reach him at his home, but not yesterday morning as he would be sleeping in. 204-857-3379. No he wouldn't be working on old cases as he would not have Access to the files any longer, and we need to speak to anyone we can speak to his supervisor Bev Gratich 239-2211 Ext. 336.

Roger Beaudin at the Elie Post Office has been advised to Hold all Dad's mail as Mike has Dad's mail box key. ~~Would~~ he was sufficiently chastised for giving out Dad's mail, including the first MasterCard I applied for Dad was intercepted in Elie, and before I advised Roger I Also worked as a supervisor at Vancouver Mail Processing Plant and payroll/finance -- and that he was breaking the law by giving out Privacy information to Andy with respect to where his mail had been redirected last February. I informed Canada Post twice, as the second time when the redirect of three months expired and we knew Dad was on his way back, I let it expire, only to find out that Roger deemed him a non-resident of Elie (when Dad's apartment was across the street from the Post Office & Dad rents from Roger's brother Denis) and he had all Dad's mail sent back, which caused him to have his Visa Desjardins cancelled when I realized what happened on the Sunday a.m. that it was cancelled I had reinstated hours later.

Dad's chequeing a/co # is 0653-7070-700 in Westwood and my concern is that the Bank may be talked into "erasing the call impersonating Aunt Madeleine" as we all know how "persuasive" Andy is!

L

L

HOOK & SMITH

Barristers, Solicitors and Notaries Public

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

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

File No.: 11008 S
Matter No.: 21

February 8, 2008

Lionel Andre Bouchard
Box 81
Elie, Manitoba R0H 0H0

Dear Mr. Bouchard:

Re: Your Will, Power of Attorney and Health Care Proxy

We confirm that on February 8, 2008, you attended at our offices and executed your Will, Power of Attorney and Health Care Proxy. We also confirm that you have the original documents in your possession.

We recommend that you review your Will, Power of Attorney and Health Care Proxy from time to time. We would also recommend that you keep the originals in a safe place such as a safety deposit box and mark their location on the copies provided to you which you can keep with your personal papers at home.

We enclose our Statement of Account.

Thank you for allowing us to be of service to you in this matter.

Yours truly,

HOOK & SMITH

Per: Dennis A. Smith
DAS/ceo
Enclosures

ENDURING GENERAL POWER OF ATTORNEY

I, LIONEL ANDRE BOUCHARD, of the Town of Elie, in the Province of Manitoba, DO HEREBY appoint my sister, MADELEINE FILLION and my daughter, MARLENE LEGARE or either one acting alone, to be my true and lawful attorney in my name, to act in my place and stead and for my sole use and benefit to exercise any or all of the following powers in addition to all powers otherwise conferred by any law:

1.00 BANKRUPTCY OF DONOR

1.01 The authority of my attorney shall not terminate by virtue of my becoming bankrupt but shall continue in full force and effect.

2.00 POWER TO CONDUCT ALL BANKING MATTERS

2.01 To sign, draw, make, accept, endorse my name, negotiate, issue, discount, pledge, renew, retire, transfer, pay, satisfy, or otherwise deal with cheques, promissory notes, bills of exchange, drafts, orders for payment or delivery of money, bonds, debentures, shares and every kind of security, whether negotiable or not, including goods, warehouse receipts, bills, receipts, bills of lading or security under the Bank Act and to receive and dispose of the proceeds thereof.

2.02 To sign notices of intention to give security under the Bank Act; to open and or operate a bank account with any bank or other financial institution or other lender, and from time to time to draw on the account of the undersigned with the said bank or other financial institution and to overdraw the same and generally for and in the name of the undersigned to transact with any such bank or financial institution, any business matter or thing my attorney may think fit including the right to receive all paid cheques and vouchers and to sign the bank's form of settlement of balances, release and verification.

2.03 In my name to draw upon any bank or banks, individual or individuals for any sum or sums of money that is or are or may be to my credit or which I may be entitled to receive, and to deposit same in any bank or other place and again at pleasure to withdraw from time to time as I could do.

3.00 POWER TO ENTER SAFETY DEPOSIT BOXES

3.01 From time to time to enter into any safe deposit box or vault and to take the contents therefrom or place additional items therein or otherwise deal with the contents therefrom in such manner as my attorney deems advisable.

4.00 GENERAL POWER OF SALE

4.01 To sell, call in and convert into money any part of my real or personal property not consisting of money at such time or times, in such manner and upon such terms and either for cash or credit, or for part cash and part credit as may, in the uncontrolled discretion of my attorney, be decided by my attorney.

DESIGNATION OF A HEALTH CARE PROXY

1. I, Lionel Andre Bouchard, hereby designate the following persons as my Health Care Proxies:

   a) my sister, Madeleine Fillion,

   b) my daughter, Marlene Legare,

   c) my cousin, Jules Chartrand.

2. I wish my Proxies to act consecutively so that my cousin, Jules Chartrand will only act if my daughter, Marlene Legare, cannot or will not act and that my daughter, Marlene Legare, will only act if my sister, Madeleine Fillion, cannot or will not act.

3. I place no restrictions on the ability of my Health Care Proxy to make medical decisions on my behalf when I lack the capacity to do so for myself.

SIGNED at the City of Winnipeg, in the Province of Manitoba, this 8th day of February, 2008.

Witness

Lionel Andre Bouchard

DATED the 8th day of February A.D. 2008

LAST WILL AND TESTAMENT

OF

LIONEL ANDRE BOUCHARD

upon any remainder interest in expectancy until such interest shall fall into possession or to pay any such taxes at any intermediate time which my Trustees consider to be in the best interests of my estate. Any duties or taxes so paid shall be treated as an ordinary debt of my estate;

b. TO PAY, TRANSFER AND DELIVER the rest and residue of my estate in equal shares to the following:

i) My daughter, LEONA BOUCHARD;
ii) My daughter, HELENE JOHNSON;
iii) My daughter, LYNDA STAUB;
iv) My daughter, CLAIRE DEMERY;
v) My son, JERRY BOUCHARD;
vi) My daughter, DOREEN BOUCHARD
vii) The children of my late daughter, BEATRICE CHABOT, (one share divided equally among the three children, namely, NATALIE CHABOT, PAUL CHABOT and RAYMOND CHABOT),

provided that in the event that any of the above-noted individuals shall have predeceased me, leaving issue, the share which such individual would have received is to be divided and paid among his or her issue in equal shares, per stirpes.

c. I hereby declare that I have not included my daughter, MARLENE LEGARE, as a beneficiary of my estate in furtherance of her wishes in that regard;

d. I hereby confirm that I have not included my son, ANDRE BOUCHARD, as a beneficiary of my estate given that he is indebted to me as a result of past dealings.

POWERS

4 FOR THE PURPOSE of carrying out the directions of this my Will, I hereby give to my Trustees the following powers:

a. TO use their discretion in the realization of my estate with power to my Trustees to sell, call in and convert into money any part of my estate not consisting of money at such time or times, in such manner and upon such terms, either for cash or credit as my Trustees in their discretion shall deem advisable with power to my Trustees to postpone any such conversion, until they deem advisable a sale of my estate in its then actual state or investment, so long as they shall see fit, and the income of any property

Fax Cover Sheet

Date : September 8, 2008

Pages :

To : Sgt. Jollicoeur
Company : RCMP Headingley
Fax: 204-831-7898
Phone : 204-888-0358

From : Lionel Bouchard
Elie, Manitoba
Fax: 604-465-5632
Phone : 604-465-5645

Subject : Blue Dodge Van 1986 & Passport & Keys to Motorhome, 2 Vans, & Personal Possessions

---

1. Am faxing with request to assist in retrieving my vehicle and personal possessions which Mike Slegers has requested through my lawyer be removed from his property. Of utmost priority is the black duffle bag and new sportsjacket that was in Mike's truck when he insisted on driving me to my lawyers office in Winnipeg, despite repeated instructions from Winston Smith not to attend, and whereby Mike & Andy both attended his office the day I left for my own safety. There is medication, passport, traveller's cheques, spare key to the 2007 Dodge van, post office key as well as personal paperwork within, and new sports jacket which Mike refused to turn over to the RCMP on August 19, the day RCMP were requested to assist in recovery of the 2006 Dodge which Andy and Mike locked up in the shed the day after the first meeting with Andy Bouchard, who had been instructed by his lawyer to stay away from me & which he totally disregarded and has been with Mike 24/7 since, meeting for coffeee in the a.m. at coffee shop in Elie and several times daily, in fact, I believe that when instructed I have my cellular looked at which Mike refused to allow to do. Andy has provided Mike with a cellular.

2. In making arrangements to have vehicle picked up, the last two days Mike Slegers continuously hangs up and threatens to have me "charged", and states that his gate is locked.

3. He has also spread rumours that day after I left Manitoba stating that I was in a hospital in B.C., the next rumours is that I was a messy housekeeper (take a look at his disgraceful premises!) and that I was a slob to the ladies in the Elie Manor and not to allow me in, also called Don Desilets, committee for the Manor telling him that I was no longer a "resident" and to take my name off the waiting list. Mike further told Laurent Houde that the only way I would be coming home from B.C. would be in a "cardboard box". Now, he told Suzie Waldner that he and Andy would be reporting me for my driving to cause me to loose my licence.

4. In calling Mike this morning, Suzie Walder was advised that my van was parked between Mike's boat and trailer and that Mike was "running out to Portage to discuss with Andy not to allow my vehicle out & that he wanted $5,100 for expenses of which he did not clarify.

5. Mike told my daughter Marlene Legare in B.C. that he would do anything for me and that he would not charge me for rent. He also told Suzie Waldner and John Lafreniere that just recently. Now he has charged

me $400 for one month's rent and stated that Andy had paid the "balance" of my rent. He claims that I owe him $3,000 for diesel leak on his property after requesting I fuel his truck up, and the next time Mike noticed the old worn out hose had sprung a leak causing all his fuel to drain out. This was after I asked him to ensure the safety shut off valve was shut off, at which point he advised me he had never in 30 years shut this valve off and not to do it, which I complied with his instructions. Then after noting the fuel leak, he replaced the two hoses and repeatedly tried to force me to pay the $3,000 last refuel bill which I was not negligent in any way, and the fact that his hoses where laying on the ground amidst the debris in his yard. Mike has since learned that Environment Canada would insist he remove the contaminated soil caused by the spillagage and then told me that he would not make me responsible for the bill. Today he has again reneged on his promise and taking instructions from Andy I believe, is now insisting this bill be paid before I regain my property which as owner is his responsbility. Also, since when does two dogs and two cats qualify anyone for farm status as Mike has a life estate on that property and does not own the land, nor should he have a gate at the end of the driveway, and if so, what does he have to hide? Certainly there is nothing of value in his home, or delipidated sheds.

6. I am further requesting that Mike Slegers and Andy Bouchard be **charged with holding me against my will,** by confiscating my new cellular phone, refusing to allow me to speak to any outsiders, my lawyer, my daughter Marlene Legare, my sister Madeleine Fillion of which Mike Slegers phoned her and cancelled the meeting they were to have going over the latest agreement on Friday 15th September, 837-7198, and refusing to allow me to go out with my cousin Jules Chartrand, instructing me in advance to cooperate and not to see or talk to anyone prior to signing Andy's new agreement. Mike Slegers and Andy Bouchard took me to Greenberg's office, (Barry) to force me to change power of attorney to Mike and insisted repeatedly that I fire my lawyer Winston Smith, of Hook and Smith. Mike took me to the farm to pick up possessions, and against my daughter's wishes, insisted I go along, and then started negotiations immediately with Andy despite noting that Andy had a pyschiatrists in his vehicle - Bruce Jamieson, who he had brought to see me on February 15, 2006, the day Andy & Angie Bouchard, Lynda Staub and Claire Demery moved me out of my home against my wishes after suffering from a concussion and being brought home by Marlene Legare from the hospital at my request.

7. Mike and Andy took me to the Westwood Branch of Bank of Montreal and Andy had my debit card changed so that my daughter Marlene Legare, who has power of attorney, could not view and pay my bills, and also had the Mastercard limit reduced and transferred funds between my chequeing to my Mstercard, interfering with the banking that was already set up for me to assist me in my fight to regain possession of my home in Elie.

EXHIBIT 10

HOOK & SMITH

Barristers, Solicitors and Notaries Public

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

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

File No. 11090S

September 5, 2008

To be picked up

Lucien Lachance and Suzie Waldner 864-2466

Dear Mr. Lachance and Ms Waldner:

Re: Personal effect of Lionel Bouchard

As you are no doubt aware, this firm acts for Lionel Bouchard, with regard to family business matters. In that regard, Mr. Bouchard has certain personal property presently located at Mr. Mike Slegers residence where our client had been residing for a number of months.

Mr. Slegers is aware that Mr. Bouchard has left the province, but my client left before removing all his personal possessions from Mr. Slegers' property. Mr. Slegers confirms that he has some of Mr. Bouchard's personal possessions on his property and, at the time that I spoke personally to Mr. Slegers on August 19, 2008, he requested that all Mr. Bouchard's possessions be removed from his property and I agreed to assist in that regard.

Would you kindly arrange with Mr. Slegers to attend at his property to take possession of Lionel Bouchard's following personal possessions:

1. Black leather duffel bag left in Mr. Slegers truck on August 19, 2008, and which contained the following items:
   a) New blue sports jacket;
   b) Medicine pack/nitro pills;
   c) Passport
   d) Puffer;

e) Traveller's cheques;
f) Address book and other papers;
g) Post office box key;

2. Mr. Bouchard's blue Dodge van;
3. A plastic bag of approximately 50 keys that was left in my client's bedroom in Mr. Slegers' home, together with a cardboard box also from the room that contained other personal papers. This cardboard box and keys were supposed to have been packed in the 2007 Dodge van that was taken possession of on August 19th;
4. One set of 2007 Dodge van keys. (There were two sets left at Mr. Slegers' home and only one set was given when the van was picked up on August 19th. If the set is not there ask if Andy Bouchard has the set and ask him for it.);
5. Brand new cellular phone that Mr. Bouchard obtained recently;
6. Fax machine purchased by my client's daughter, Marlene Legare, and placed in Mr. Slegers' home for the purposes of communicating between her, her father and Mr. Slegers;
7. Television;
8. New black Lazy Boy chair;
9. New iron and ironing board;
10. Foot bath;
11. Humidifier;
12. Sleeping bag;
13. Pictures and albums;
14. Case of food, including popcorn and macaroni;
15. Beer and liquor; and
16. Cowboy boots and clothing.

I am advised that all the above items can be packed in my client's Dodge van. There is also a bed, hide-a-bed, old dresser, table, chair and a mattress. If there is no room in the van, the bed and hide-a-bed can be disposed of, as you see fit, and not packed in the van. In addition, the dresser, table, chairs and mattress can be thrown out.

If there is any difficulty in arranging to meet Mr. Slegers to pick up my client's personal possessions or you are concerned for your safety or a possible breach of the peace by Mr. Slegers, you could call RCMP Sargent Jolicoeur of the Headingly detatchment for assistance. If you call the RCMP, explain that you have a letter from Lionel Bouchard's lawyer authorizing you to pick up his things at Mike Slegers' place and you need assistance. Mike Slegers' phone number is 353-4065 and he has advised me that he generally can be reached in the early morning or between noon and one o'clock.

When you have completed the pick up of the property, please call my office to report and also call Lionel Bouchard and let him know.

Two additional copies of this letter are being provided so that you can give one to Mr. Slegers for his records and the other to the RCMP.

Yours truly,

HOOK & SMITH

Per:

Winston F. Smith, Q.C.

WFS/ca
Enclosure

cc. Lionel Bouchard

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

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

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

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

Bernardin Street that was seen later that day, but deemed unsuitable), but if he could not purchase it, he would find another home in the townsite of Elie or at some other location satisfactory to me. He knew I wanted to return to the Lionel Bouchard home, but he explained that I couldn't live there because there were septic tank problems and the well water was not fit to drink, notwithstanding that the respondent, Jack Bock, was living in my home at that time. Furthermore, I was aware that Andy had replaced the septic tank in 2006 and, while I lived in my home, I had the well water tested annually. The well supplies the neighbor's needs as well and I am not aware there has been any problems in using the water for domestic use.

10. After my son promised to buy a house in which I could live, he presented me with two Discharges of Caveats that had been prepared for me to sign, discharging my claim to a life estate and discharging my claim as an unpaid vendor of the farm properties sold to him. I did not sign the documents that I believe were drafted by my daughter, Lynda Staub, who works at the Winnipeg Land Titles Office, but, instead, informed my son that I would discuss his offer with my lawyer, Mr. Smith. Attached hereto and marked as Exhibits "A" and "B" respectively are copies of the Discharges presented to me for signature.

11. Also on August 11, 2008, my son and Mike took me to the law firm of Greenberg & Greenberg in Portage La Prairie for the purposes of having a new Power of Attorney drawn up in favour of Mike. I met with Mr. Barry Greenberg

home property and, while inside the shed, Mr. Jamieson took me aside and asked me some questions, including questions about my memory, the present date and other questions that, upon reflection, appeared to be a test of my mental competence. The apparent assessment was conducted without my consent. In any event, at the conclusion of the questions, Mr. Jamieson informed my son, in my presence, that I was quite capable of looking after my own affairs.

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

Believe I WAS DRUGGED!

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

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

to accept all my son's settlement proposals, which meant turning my affairs over to him to manage and allowing him to find accommodation for me. I also realized that I was confined to the custody of Mike and that if I returned home with him to his residence, I was fearful of what was going to happen to me. I was no longer confident that my son would fulfill his promise of securing a place for me to live. I realized that my two vehicles, not including my motor home, had been moved and locked up and that I had no access to them, as Mike had the keys and would not release them to me. My cellular telephone had been taken from me. I had no privacy and could not even express my concern to my relatives and friends who dropped by Mike's home to visit me, since I was always in the presence of either Mike, my son or my daughters, Lynda Staub and Claire Demery.

26. During the course of my meeting with my lawyer, it became clear to me that I must escape the situation I was in so that I would be free to consult with my lawyer and to consider what actual settlement of my life estate claim would be acceptable to me.

27. Under the circumstances I could not return home and needed to separate myself from my son and Mike and the others and, accordingly, I instructed Mr. Smith to secure professional assistance to escort me out of the province immediately and to ensure that I was able to be transported safely to my daughter, Marlene Legare's, home in British Columbia.

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

29. The authority that I signed, Exhibit "D", also authorized Oliver, Yaskiw & Associates Inc. to take possession of the vehicle loaned to me by my daughter, Marlene Legare, that was locked up in a shed on Mike Mike's premises.

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

31. Before leaving his office on August 19, 2009, I requested my attorney to obtain from Mike personal items that I was leaving behind at Mike's home, including some clothing, box of personal papers in my bedroom and, also, to recover my bag of items such as passport, medication including nitro spray, traveller's cheques and jacket that I had left in Mike's truck while meeting with my

attorney. Mike has not returned any of these items, although I have requested their return on a number of occasions, either directly or through my attorney.

32. I have also asked Mike for my own vehicle, which he refuses to release from his residence and to allow me to arrange to have picked up. In October 2008, after sending someone to winterize my motor home left adjacent to the Bouchard Road, I discovered that the unit had been disabled. I had to secure CAA to move it to a safe location so that it would not be tampered with any further. The unit had been left unlocked in the event the neighbor had to move it; however, it was now locked up tight and the spare keys normally kept on the outside, which Andy knew of their location, were found inside after I called in a professional to open the unit for CAA, this after calls to Andy, Lynda Staub and Claire Demery to return my keys went unheeded.

33. When my daughter's Dodge Caravan was handed over to the investigator to arrange for its return to Vancouver, British Columbia, it was loaded down with many items that I did not require, or own, including oil rags, gas, oil cans, including some type of acid which damaged the interior of the car, resulting in repair costs for a new carpet and interior van cleaning charges in the total amount of $953.69 plus taxes. Attached hereto and marked as Exhibit "G" to this my Affidavit is a copy of the repair estimate.

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

35. In order to escape the controlling actions of both Andy and Mike, I was compelled to ask the assistance of my attorney to provide professional personnel to escort me out of the province, and the cost for doing so and for recovery of my daughter's van was $6,313.22 and attached hereto and marked as Exhibits "H" and "I" respectively are copies of the invoices of the Oliver, Yaskiw & Associates Inc. firm dated August 22 and 29, 2008, respectively. It is at this time that Andy Andy reported my attorney Mr. Smith to the RCMP in Headingley accusing him of abducting me from his office.

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

37. Attached hereto and marked as Exhibit "L" is a copy of a letter dated September 8, 2008, written by my attorney 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 Andy.

38. I wish to live in peace in my own homestead of over fifty years as per the agreement I made with Andy when I sold him my farm. In view of what has transpired over the past three years, I have come to the conclusion that the only

M

M

stating that there was no reason why my client could not look after his own affairs. This event that appears to have been staged by your client requires an explanation.

9. 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.

10. 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.

11. 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 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 in which my client will be occupying 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 drafted 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.

HOOK & SMITH

Barristers, Solicitors and Notaries Public

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

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

File No 11090S

September 5, 2008

Winnipeg Land Titles Office
276 Portage Avenue
Winnipeg, MB R3C 0B6

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

Dear Sir:

Re: Complaint concerning employee Lynda Staub

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

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

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

I am extremely concerned that a member of the Manitoba Land Titles office, with knowledge of the fact that he father has counsel and who is aware of the claims against your client, would draft such documents and arrange for their provision to my client for signature. Such action is reprehensible and also, in my opinion, reportable to the Registrar General of the Land Titles Office. In addition, please warn Lynda Staub that she is not to interfere with her father's legal rights in the future.

I look forward to your response.

Yours truly,

HOOK & SMITH

Per: **FILE COPY**

Winston F. Smith, Q.C.

WFS/ca
Enclosure

cc. Lionel Bouchard

Dad,

Winston Smith just called me. 12:48 p.m. Friday a.m.

He is **very upset that you are not at Aunt Madeleine's going over the agreement as agreed upon last night.**

He says to get out there immediately. Winston does not want Mike involved nor will he be allowed to be involved in any of the discussions or welcome at the meeting because that is Winston's instructions. Kelly Land is awaiting this.

He warned you about being in contact by telephone and he has not been able to get ahold of you and is **very upset as he gave you clear instructions and Mike that he had to be able to get ahold of you at all times, and that was the agreement.**

The proposal is on the table. We need your input. You and I. Winston told you both yesterday that **Mike is not involved in the decision making process but rather as agent, and that is all. He will not take instructions from anyone as that is unethical and he will not cross that line, and Mike knows that Anyways.**

Winston asked me to have you call Aunt Madeleine immediately, in advance so that she does not take any sleeping pills, or that she is not done for a nap out of courtesy for her. Don't think it will be a five minute thing either, so be prepared to spend some time as I will not be rushed through this and I haven't even reviewed the document yet as I am swamped with my work myself and you have been further delaying my work here, and that does not impress me as I have been very hard to come to a resolution to this horror show!!!

Also, I am repeating what Winston said, he has left numerous messages on your cellular phone advising you to get going on this agreement today! Privately without Mike, those are his instructions to me to you, so call me to confirm that you have gotten his message as he keeps calling me because he can't reach you.

You both had agreed to get that phone replaced or figured out immediately. So Winston wants to know why you did not march down immediately to Telus after leaving his office? If you don't want me jumping to conclusions, you will follow your lawyer/

You will be saddled with a much heavier duty legal bill if you continue on this path...

Love, Marlene

finalized between counsel. In saying this, I realize that your client may be looking for suitable accommodation for his father, but I suggest even this step be guided by counsel to ensure we are all on the same page.

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

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

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

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

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

Thank-you,

Winston

Winston F. Smith, Q.C.
Hook & Smith
Barristers, Solicitors & Notaries Public
201-3111 Portage Ave.
Winnipeg, Manitoba
R3K 0W4
off: 204-885-4520
fax: 204-837-9846
res: 204-488-0765
cel: 204-955-0001
email: wsmith@hookandsmith.com

From: Winston Smith [mailto:wsmith@hookandsmith.com]
Sent: August 15, 2008 2:08 PM
To: 'kpl@cgklaw.ca'
Subject: RE: Bouchard v. Bouchard

Kelly,

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

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

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

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

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

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

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

Thank-you,

Winston

Winston F. Smith, Q.C.
Hook & Smith
Barristers, Solicitors & Notaries Public
201-3111 Portage Ave.
Winnipeg, Manitoba
R3K 0W4

HOOK & SMITH

Barristers, Solicitors and Notaries Public

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

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Grant W. Davis, B.A. LL.B.
Sarah Thurmeier, B.A.Adv. LL.B.
Gordon P. Hook (Retired)
Garry N. Harvey (1944–1998)

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: Winston Smith

Winston F. Smith, Q.C.

WFS/ca

cc. Lionel Bouchard
cc. Marlene Legare (via email)

Marlene Legare, CFP

From: Kelly Land [kpl@cgklaw.ca]
Sent: Monday, August 18, 2008 7:11 AM
To: Winston Smith
Subject: Re: Bouchard v. Bouchard

Winston

I am out of the office for the next few days. I am aware thought my client, who in turn has been advised by Mr. Slegers, that your client is being pushed very hard from Marlene in BC.
We have been guided in this matter by your strong assertion that your client is competent and capable of giving instruction regardless of the family pressure he is under.
My client does not want to be seen as trying to manipulate the situation and therefore I have advised him to avoid initiating any discussion with his father until the matters are resolved. He has accepted that Mr. Slegers will look after his fathers interests as a neutral third party and communicate anything of a personal nature to my client. All legal matters remain between our offices.
I await your letter of settlement once you have your instructions from Mr. Bouchard at your earliest convenience.

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

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

Kelly,

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Although there is, of course, no legal restriction in the parties to a conflict discussing resolution of issues between themselves, there are a few reasons why I would suggest they not do so in this case until the terms of any settlement are

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STATUS OF TITLE..... ACCEPTED
ORIGINATING OFFICE... WINNIPEG
REGISTERING OFFICE... WINNIPEG
REGISTRATION DATE.... 1988/09/21
COMPLETION DATE..... 1988/09/24

PRODUCED FOR.. S
ADDRESS.....

CLIENT FILE... NA
PRODUCED BY... S.WARWICK

LEGAL DESCRIPTION:

MARY YVETTE MONIQUE LYNDA STAUB AND ROBERT FREDRICK WILLIAM STAUB , BOTH OF BOX 15, GROUP 201, R.R.2, WINNIPEG, MANITOBA, R3C 2E6

ARE REGISTERED OWNERS AS JOINT TENANTS SUBJECT TO SUCH ENTRIES RECORDED HEREON, IN THE FOLLOWING DESCRIBED LAND:

LOT 2 PLAN 15477 WLTO
IN W 1/2 12-12-1 EPM

ACTIVE TITLE CHARGE(S):

3266893 WPG ACCEPTED MORTGAGE REG'D: 2006/03/22
FROM/BY: MARY YVETTE MONIQUE LYNDA STAUB & ROBERT F.W. STAUB
TO: STEINBACH CREDIT UNION LIMITED
CONSIDERATION: $129,750.00 NOTES:

ADDRESS(ES) FOR SERVICE:

EFFECT	NAME AND ADDRESS	POSTAL CODE
ACTIVE	ROBERT F.W. STAUB AND MARY Y.M.L. STAUB BOX 15, GRP 210, R.R.2 WINNIPEG, MANITOBA	R3C 2E6

ORIGINATING INSTRUMENT(S):

REGISTRATION NUMBER	TYPE	REG. DATE	CONSIDERATION	SWORN VALUE
1069293 WPG	EREQ	1988/09/21	$0.00	$0.00

PRESENTED BY: L. STAUB
FROM: ROBERT FREDRICK WILLIAM STAUB AND MARY Y. M. L. STAUB
TO:

FROM TITLE NUMBER(S):

G71651 WPG ALL

LAND GIVEN BY BOB'S MOTHER. BUILT HOUSE IN 1988. WHY THEN A MAXED OUT MORTGAGE?

LAND INDEX:

LOT	BLOCK	SURVEY PLAN
2		15477

NOTE:

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM ON 2009/12/04 OF TITLE NUMBER 1030809

********** STATUS OF TITLE 1030809 WPG CONTINUED ON NEXT PAGE **********

N

Undisclosed recipient

From: "Lynda" <lstaub@mts.net>
To: "Helene Johnson" <HJoh327946@aol.com>
Cc: "Claire Demery" <cgdemery@mts.net>
Sent: Tuesday, February 22, 2005 4:54 AM
Subject: Toastmasters

Originally had 12 minutes and my maximum time is 6 so I had to cut out half my speech - here is what's left.

Bye- Love Lynn

Toastmasters - Icebreaker Mar1st2005

Madam Chairman, Fellow Toastmasters and Guests

I would like to thank you for being my first audience.

What's it like growing up in a large family?

I worked as a Legal Secretary until the very day our first child was born. It was Friday evening and my boss was leaving in the morning for holidays and I was going to look after the office while he was away. Well.. **some things you just can't control** - our baby was born that night (5 weeks early) a few hours before my boss's flight - I just didn't have the heart to call him and ruin his holidays. After we were discharged from the hospital one week later I went straight to the office with my husband and baby and spent two hours sorting through urgent files and house deals that needed closing. Fifteen months later our 2nd daughter was born. I put my career on hold and stayed home for 5 years. I now look back on this as having been the most fulfilling time of my life.

I have now been employed for the past 17 years with Land Titles Office. I am now training as a Document Examiner which I really enjoy.

I was born the middle child of a large family. My Dad - bless his soul - could never remember all our names so he'd introduce us as daughter No.1, Daughter No. 2 and so on.

When the first child was born, my father had his heart set on having a son to help out with the farm and was a little disappointed in having a girl. Well like I said earlier - **some things you just can't control**. The 2nd daughter was born, the 3rd , 4th, 5th (that's me) and 6th - At this point my Dad had given up on having a boy and joked to all the neighbours that he would buy us each a ladder so that we could elope and avoid wedding costs.

When my Mom was expecting her 7th child, my parents anxiously awaited the outcome. It was believed that if a 7th girl or a 7th boy was born, that this 7th child would be gifted. My parents saw this as a win win situation - if it was a 7th girl the child would be gifted and if it was the long

th

awaited son - well my Dad would crack the champagne. Well - it was a boy - my father cracked the home brew and he put away the ladder. This 7 child has indeed been lucky all his life. Two others followed for a total of nine kids. My sister said something last week that I had

forgotten - she said remember when Mom brought home a boy after 6 girls and when it came time for his first diaper change we girls had **an Eyeful** and we were **horrified** that something was terribly wrong with this new baby.

My Dad drove a 51- 4 door Pontiac. With 11 in the family we had 5 in the front and 6 in the back. When we arrived at Church - it was like a scene from the Circus where the doors would fly open and the clowns kept coming out - only we felt pretty special in our pretty dresses and hats. My Dad would stop and talk with friends as we were pulling out of the lot. When they commented about all the kids.. his favourite line was - "Well you know - it's cheaper by the dozen".

We were all born within 10 years, so we were very close. And I mean close - like usually 3 in a bed and sometimes we woke up with 4. We shared the same clothes, shoes, coats and sometimes boyfriends. and school uniforms. I remember very clearly one day when the principal was directing the Christmas choir. I was so happy to be part of this group and I loved to sing. On this day, she stopped the choir and in a screeching voice said - there's a frog in the crowd - We continued our song and she stopped us once again, pointed her long finger at me and said you! you're the frog - go back to the classroom. She totally crushed me that day along with my self-esteem. I was always an angel at Christmas concerts and never sang a note. She probably never realized how that one comment ..stole from me…one of the greatest pleasures in life.

At school, it was not unusual to have 3 sisters playing on the same team and at home - 9 kids was perfect number for a ball game. Weekends the phone never stopped ringing for sitters. Things only got worse when the boyfriends started calling. When they came to the door, the brave ones would linger awhile, getting to know the other sisters - to see if they could make arrangements for friends or for a future date for themselves.

As teenagers, Sunday mornings was like a scene from my Greek wedding - All of the girls were lined up on the bed, trying to put on our nylons for Sunday mass.

One summer Dad planted 20 acres of sugar beets to keep us busy weeding. Well, Dad was a friend to everyone - When a young highway construction crew were looking for a spot to park their trailer, Dad was most accommodating and allowed them to park it in our back yard for 2 summer months - Well, we girls quickly forgot about weeding the sugar beets and directed our attention to the sweeter stuff in the back yard. Dad never made that mistake again.

Little things mean everything. During one particular spring, my mother agreed to operate a local restaurant for a few months. We had enough family to staff it all. When we'd complain about customers, mom repeated..- the customer is always right! Late one night a trucker came knocking and asked for a sandwhich. Even though we had already closed for the day Mom made him something to eat and for free. He and his co-workers came back almost every day thereafter and were our most loyal customers. Our restaurant was a great success we were able to build a brand new kitchen at home which we desperately needed. Mom's example of generosity towards a stranger was a great example for us all .. that the more you give, the more you receive.

The younger brothers were always trying to get attention. I remember we girls running and screaming to get away from the boys chasing us with frogs. In hindsight I should have thanked them because I always placed first in the 500 yard dash which was about the same distance

from our house to the other side of the river.

Once on the other side of the river we would continue through a trail until we reached our favourite spot. There amongst the fallen trees was a perfect circle about thirty feet in diameter - where there was the most luxurious, thick blanket of soft grass. We would lie down and talk for hours. We called this spot "fairyland". We had many Sunday afternoon picnics there. It was almost as though God in all his wisdom, knew how chaotic it would be to have eleven people in one house. So he gave us Fairyland.. where we could sit amongst the wild flowers, appreciate nature and be totally at peace.. where we sisters could support one another with our problems. When I go back to the farm to visit I am often tempted to grab a blanket and go sit by myself in fairyland, but of course - it wouldn't be the same going there alone.. especially now that one of my sisters has since died of breast cancer. She was diagnosed at 29 and left behind 3 young children.

Today, our mother is battling the same disease.

Health is truly your greatest wealth.

In closing, I would like to say… Make the best of every situation, have patience and be compassionate with others - a few simple words can drastically change someone's life. Everyone has a story and events that has shaped their character. It's up to you to get to know their story so that you can have a better understanding of that person. To quote Winston Churchill…. he once said

"We make a living by what we get. We make a life by what we give".

"Thanks for listening"

Madam Toastmaster

Sent: Monday, February 10, 2003 7:21 PM
Subject: no library on Tuesday

>
>
>
>
> Hi Marlene: I attended weight watchers meetings before xmas and lost 8 lbs
> but put most of it back on over xmas so I am starting again
> I will go to weight watchers meeting tomorrow at noon so I will not go to
> the library and check email. I will watch for your delivery.
> I just sent Helene information about weight watchers and how to count points
> so she is starting this week also.
> How are you doing with weight? I want to lose 18 by family reunion so gotta
> set my mind to it. Bye for now... Love Lynn
>
> _____
> MSN 8 with e-mail virus protection service: 2 months FREE*
> http://join.msn.com/?page=features/virus
>
>

O

FORM No. 45-TRANSFER-R.P.A.

Manitoba
Transfer of Land

I, LIONEL BOUCHARD, of the Village of Elie, in Manitoba, Trucker

being registered owner

of an estate in fee simple in possession,
subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon, in all that land described as follows:

all B9396

Lot 2, Plan 2215, P.L.T.O. in SE¼ 14-11-3 W.P.M.

ORIGINAL HOMESTEAD HOUSE

ORIGINAL HOMESTEAD HOUSE

do hereby in consideration of the sum of ONE DOLLAR and other valuable consideration ~~Dollars~~
paid to me by

ANDRE LIONEL BOUCHARD, Farmer, and ANGELA JEAN BOUCHARD, Homemaker, both of the Rural Municipality of Cartier in Manitoba,

the receipt of which sum hereby acknowledge transfer to the said

ANDRE LIONEL BOUCHARD and ANGELA JEAN BOUCHARD as joint tenants and not as tenants in common

all my estate and interest in the said land.

IN WITNESS WHEREOF I have hereunto subscribed name this 22 day of February A.D. 19 84

SIGNED by the said Lionel Bouchard
in the presence of

Lionel Bouchard

Encumbrances referred to: CONERTS 32438 and 64-0438

Address of the Transferee is Box 200
ELIE MANITOBA

R.M. OF CARTIER
BOX 117
ELIE MANITOBA
ROH OHO

PHONE: 353-2214
FAX: 353-2335

ROAD ALLOWANCE

Manitoba
Intergovernmental Affairs
Assessment

371-112

BOUCHARD LIONEL 1/2
PO BOX 81
ELIE MB
ROH OHO

2002 PROPERTY ASSESSMENT NOTICE

Your property has been reassessed for 2002. This notice provides the new value. Your 2002 property taxes will be based on this assessment which represents the market value of your property in the reference year, 1999. Please assist us in ensuring the accuracy of your property information by reading this notice carefully.

Property Description	Roll No.	Title/Deed No.	Lot/Sec	Blk/Twp	Plan/Range	Frontage/Area	Dwelling Units	Change Code
Your property description consists of the roll number, property address, and/or a legal description.	105915	1639376	DES 4 SE 14	11	2215 3W	.84 A		01
			See reverse side for code descriptions					
Civic Address								

Property Value	Land Assessment	Building Assessment	Tax Status Code	Property Class	CL (%)	Total 1999 Market Value Assessment
The assessed value is our best estimate of what your property would have sold for in 1999. Your previous assessment based on 1998 values was	1,100		T	10		1,100
900	YOUR NEW TOTAL ASSESSMENT IS:					1,100

APPEALS

This notice is being provided to you now so that you have ample time to discuss this new assessment with an assessor at the office shown below. If you are still concerned about your assessment after speaking to an assessor, you may submit an appeal to your municipality's Board of Revision.
The date on which the Board will hear appeals will be: OCT 31 2001.
Your written appeal must be delivered to the Municipal Office no later than: OCT 15 2001.

See the reverse side for more information on appeals.

Need more information?

- *Why has my property been reassessed?*
- *How do I know my assessment is accurate?*
- *Can I appeal my taxes? For answers to these and other frequently asked questions, see reverse side.*
- Staff at your local Assessment Office are available to answer any questions you have about the value of your property and the process by which values are determined. Please contact:
  25 TUPPER STREET N., PORTAGE, MB R1N 3K1 PHONE: (204) 239-3320
- Please visit our web site at www.gov.mb.ca/assessment
- Questions about the amount of property taxes levied for this property may be directed to your Municipal Office.

STATUS OF TITLE

STATUS OF TITLE..... ACCEPTED
ORIGINATING OFFICE..... PORTAGE LA PRAIRIE
REGISTERING OFFICE..... PORTAGE LA PRAIRIE
REGISTRATION DATE..... 2006/02/13
COMPLETION DATE..... 2006/02/13

PRODUCED FOR..
ADDRESS.....

PRODUCED BY... G.WIESE

LEGAL DESCRIPTION:

ANGELA BOUCHARD AND ANDRE BOUCHARD
OF PORTAGE LA PRAIRIE, IN MANITOBA

ARE REGISTERED OWNERS AS JOINT TENANTS, SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

AT PORTAGE LA PRAIRIE AND BEING
PARCEL B PLAN 2354 PLTO
IN RL 127 PARISH OF PORTAGE LA PRAIRIE

ACTIVE TITLE CHARGES:

1023882 PLP ACCEPTED CAVEAT REG'D: 1999/02/02
DESCRIPTION: SECURITY AGREEMENT
FROM/BY: ROYAL BANK OF CANADA
TO:
CONSIDERATION: NOTES:

1091210 PLP ACCEPTED MORTGAGE REG'D: 2006/02/13
FROM/BY: ANGELA BOUCHARD & ANDRE BOUCHARD
TO: ROYAL BANK OF CANADA
CONSIDERATION: 185000.00 NOTES:

Signed Dec. 14/05

DAD Fell Dec. 16/05!

* ACCEPTED THIS 13TH DAY OF FEBRUARY, 2006
BY G.PLUNKETT FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF PORTAGE.

UNCERTIFIED EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2006/02/24 OF TITLE NUMBER 2140271 .

A TAKES 2-3 MO TO REGISTER THEIR COMPANY, TO SHOW UP AT LAND TITLE Level 4 MGMT TITLE INS. CO.

********** END OF STATUS OF TITLE FOR TITLE 2140271 PLP **********

Filed when all 4 filed application for Peace bond against Andre Bouch

Here is Andy's motive!

overfinanced!

PARCEL B
HOUSE 1-52

Land Registry OFFICE

* 185,000 MORTGAGE TAKEN OUT 2 DAYS BEFORE DAD FELL?
NOT REGISTERED UNTIL DAD MOVED

LYNDA HELD UP REGISTRATION UNTIL THEY MOVED DAD Feb 14/2006

Manitoba
Finance
Land Titles

Mortgage Form 11.4

District of PORTAGE

ESTATE AFFECTED [X] Freehold [ ] Leasehold

[X] Mortgage [ ] Mortgage of Mortgage/ Encumbrance [ ] Encumbrance

1. MORTGAGOR/ GRANTOR OF ENCUMBRANCE (ENCUMBRANCER) Include address and postal code
ANGELA BOUCHARD AND ANDRE BOUCHARD
GENERAL DELIVERY, PORTAGE LA PRAIRIE, MB, R1N 3A7

AS JOINT TENANTS
COVENANTOR (if any) Include address and postal code

* see schedule [ ]

2. LAND DESCRIPTION
AT PORTAGE LA PRAIRIE AND GEING
PARCEL B PLAN 2364 PLTO
IN RL 127 PARISH OF PORTAGE LA PRAIRIE

MORTGAGE/ ENCUMBRANCE NUMBER(S)

* see schedule [ ]

TITLE NUMBER(S) 1622733

3. MORTGAGEE/ ENCUMBRANCER Include address and postal code
ROYAL BANK OF CANADA,
8464 DONNELLY CRES, REGINA, SK, S4X 4C8

* see schedule [ ]

4. NAME AND ADDRESS OF MORTGAGEE/ ENCUMBRANCER FOR SERVICE Include postal code
SAME AS ABOVE

* see schedule [ ]

5. TERMS
The following terms are incorporated herein:
(a) Standard Charge Mortgage Terms filed as number 1607764 name Royal Bank of Canada
(b) The terms attached hereto as schedule(s) A

In this instrument unless otherwise specified, "lands" means this instrument, all schedules to this instrument and the terms referred to in box 5. Where there is insufficient space in this form for all signatures, one or more Mortgagor or Encumbrancer may sign the schedule identified in Box 7 and attached hereto, and such signature or signatures shall bind and obligate the person or persons so signing to the terms herein in the same manner as if such person or persons had signed this form.

* see schedule [ ]

6. PAYMENT PROVISIONS

(a) Principal Amount $185,000.00				(b) Interest Rate Prime Plus 7.000000% per annum				(c) Calculation Period XXXXXXXXXX			
(d) Interest Adjustment Date	Y XX	M X	D X	(e) Payment Date and Period XXXXXXXXXX				(f) First Payment Date	Y XX	M X	D X
(g) Last Payment Date	Y XX	M X	D X	(h) Amount of Each Payment Dollars $ XXXXXXXXXX							
(i) Balance Due Date	Y XX	M X	D X	Guarantee Mortgage [ ]							

Additional Provisions

* see schedule [ ]

LTO USE ONLY
FEES CHECKED
REFUND AMOUNT

Certificate of Registration
Registered this date FEB 13 2006
as No. 1091810
I certify that the within instrument was registered in the Portage La Prairie Land Titles Office and entered on Title No. 1140271

For District Registrar

PORTAGE LAND TITLES OFFICE

1091810

The District Registrar hereby certifies that this is a true copy of a record maintained in the public records of The Property Registry of Manitoba

7. SCHEDULE OF MORTGAGE/ENCUMBRANCE

Insert any appropriate statement(s) and initial

* see schedule

1. I am entitled to be (or) the owner of the Land/ Mortgage/ Encumbrance of the Land;
2. As security for performance of all my obligations herein, I hereby mortgage/ encumber to the Mortgagee/ Encumbrancee my interest in the Land/ Mortgage/ Encumbrance of the Land;
3. I promise to pay the principal, and interest and all other charges and money hereby secured and to be bound by all the terms herein;
4. I acknowledge receipt of a copy of this instrument and all of the terms herein;
5. I am the full age of majority;
6. The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:
   a) this mortgage land is not farm land as defined in The Farm Lands Ownership Act; or
   b) the interest in the farm land being mortgaged/ encumbered pursuant to a bona fide debt obligation; or
   c) other (specify section of The Farm Lands Ownership Act) _____
   Particulars
7. My co-mortgagor is my spouse or common-law partner and has Homestead rights in the within land.
8.

				DATE Y M D
Witness	Name	ANGELA BOUCHARD	Signature	2006/ 12/14
Witness	Name	ANDRE BOUCHARD	Signature	2006/ 12/14
Witness	Name		Signature	
Witness	Name		Signature	

When different or subscribing witness is the witness is other than an officer as described in subsection 72(4) of The Real Property Act.

8. TYPE OF PROPERTY [X] Residential [ ] Farm [ ] Commercial

9. SIGNATURE OF COVENANTOR * see schedule [ ]

I acknowledge receipt of a copy of this instrument and all of the terms herein and I agree to perform my obligations herein.

			DATE Y M D
Witness	Name	Signature	
Witness	Name	Signature	

10/11. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGMENT

Note: For consent by widow(er) or surviving common-law partner, see section 22 of The Homesteads Act.

I, the spouse or common-law partner of the Mortgagor/Encumbrancer, consent to the disposition of the homestead affecting this instrument and acknowledge that:

1. [ ] I am the first spouse or common-law partner to acquire homestead rights in the property; or
   [ ] A previous spouse or common-law partner of the Mortgagor/Encumbrancer acquired homestead rights in the property but those rights have been released or terminated in accordance with The Homesteads Act.
2. I am aware that The Homesteads Act gives me a life estate in the homestead and that I have the right to prevent the disposition of the homestead by withholding my consent.
3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

		DATE Y M D
Name of Spouse or Common-Law Partner	Signature of Spouse or Common-Law Partner	

Name of Witness Signature of Witness

A Notary Public in and for the Province of Manitoba

A Commissioner for Oaths in and for the Province of Manitoba

My commission expires

Or other person authorized to take affidavits under The Manitoba Evidence Act

12. INSTRUMENT PREPARED BY (include address and postal code)

First Canadian Title

P. O. Box 27187, Winnipeg, MB, R3C 4T8 Tel. (204) 949-0877 or 1-877-949-0217

13. ENCUMBRANCE: LIENS AND INTERESTS The within document is subject to Instrument No.(s)

CAVEAT NO. 10284412

14. INSTRUMENT PREPARED FOR REGISTRATION BY (include address, postal code, contact person and phone number)

First Canadian Title Level 4 Management Services

P. O. Box 27187, Winnipeg, MB, R3C 4T8

Michelle Hanson FCT # RM-1009449

SCHEDULE A
COLLATERAL MORTGAGE
PAYMENT SCHEDULE
(ALL OBLIGATIONS)

The Mortgagor has agreed to give this Mortgage as continuing collateral security for the payment and satisfaction to the Mortgagee on their due date, or if no due date, on demand, of all obligations, debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed at any time owing by the Mortgagor to the Mortgagee or remaining unpaid by the Mortgagor to the Mortgagee heretofore or hereafter incurred or arising and whether incurred by or arising from agreement or dealings between the Mortgagee and the Mortgagor or from any agreement or dealings with any third party by which the Mortgagee may be or become in any manner whatsoever a creditor of the Mortgagor and all damages or obligations incurred by the Mortgagee as a result of its dealings with the Mortgagor, or obligations howsoever otherwise incurred or arising anywhere within or outside Canada and whether the Mortgagor be bound alone or with another or others and whether as principal or surety and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (such obligations, debts and liabilities being hereinafter called the "liabilities") but it being agreed that this Mortgage at any one time shall secure only that portion of the aggregate principal component of the liabilities outstanding at such time which does not exceed the amount expressed in Box 6 (a) of the Mortgage. The Mortgagor has also agreed to pay interest on the principal component of the liabilities outstanding or on so much thereof as may remain from time to time unpaid at the rate prescribed by the instrument or instruments creating or evidencing the liabilities, on demand, both before and after default, demand and judgement, with interest on overdue interest and on all amounts charged to the Mortgagor hereunder at such rate.

This Schedule forms part of a Mortgage From ANGELA BOUCHARD and ANDRE BOUCHARD to Royal Bank of Canada, Dated this 27th day of December, 2005.

ANGELA BOUCHARD

ANDRE BOUCHARD

DATE: 2008/04/21
TIME: 13:38
PDST

MANITOBA

TITLE 2045694

STATUS OF TITLE

PAGE: 1

STATUS OF TITLE..... ACCEPTED
ORIGINATING OFFICE..... PORTAGE LA PRAIRIE
REGISTERING OFFICE..... PORTAGE LA PRAIRIE
REGISTRATION DATE..... 2004/10/04
COMPLETION DATE..... 2004/10/04

PRODUCED FOR.. LIONEL BOUCHARD
ADDRESS.....

PRODUCED BY... PORTAGE LA PRAIRIE

LEGAL DESCRIPTION:

ANGELA JEAN BOUCHARD AND ANDRE LIONEL BOUCHARD
OF PORTAGE LA PRAIRIE, IN MANITOBA

ARE REGISTERED OWNERS AS JOINT TENANTS SUBJECT TO SUCH ENTRIES
RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

PARCEL A PLAN 2354 PLTO
IN RL 127 PARISH OF PORTAGE LA PRAIRIE

ACTIVE TITLE NOTES:

4163-07-4951 PLAN OF SUBDIVISION REQUIRED MARCH 1, 2007 GW

ACTIVE TITLE CHARGES:

1078384 PLP ACCEPTED MORTGAGE REG'D: 2004/10/04
FROM/BY: ANDRE LIONEL BOUCHARD AND ANGELA JEAN BOUCHARD
TO: ROYAL BANK OF CANADA
CONSIDERATION: $150,000.00 NOTES:

1104183 PLP ACCEPTED CAVEAT REG'D: 2007/05/28
DESCRIPTION: RIGHT-OF-WAY AGREEMENT, EASEMENT FOR TRANSMISSION LINES
FROM/BY: MTS ALLSTREAM INC.
TO: BY BRENDA K. MATTE, AS AGENT
CONSIDERATION: NOTES: WLY 12 METRES PERP

ACCEPTED THIS 4TH DAY OF OCTOBER, 2004
BY G.PLUNKETT FOR THE DISTRICT REGISTRAR OF
THE LAND TITLES DISTRICT OF PORTAGE.

UNCERTIFIED EXTRACT PRODUCED FROM THE LAND TITLES DATA
STORAGE SYSTEM ON 2008/04/21 OF TITLE NUMBER 2045694.

********** END OF STATUS OF TITLE FOR TITLE 2045694 PLP **********

Fax Cover Sheet

Date :	February 19, 2008	**Pages :**	1
To :	Municipality of Cartier	**From :**	Lionel Bouchard
Fax:	204-353-2335	**Fax:**	604-467-5630
Phone :	204-353-2214	**Phone :**	204-781-6387

Subject : Municipal Property Taxes -

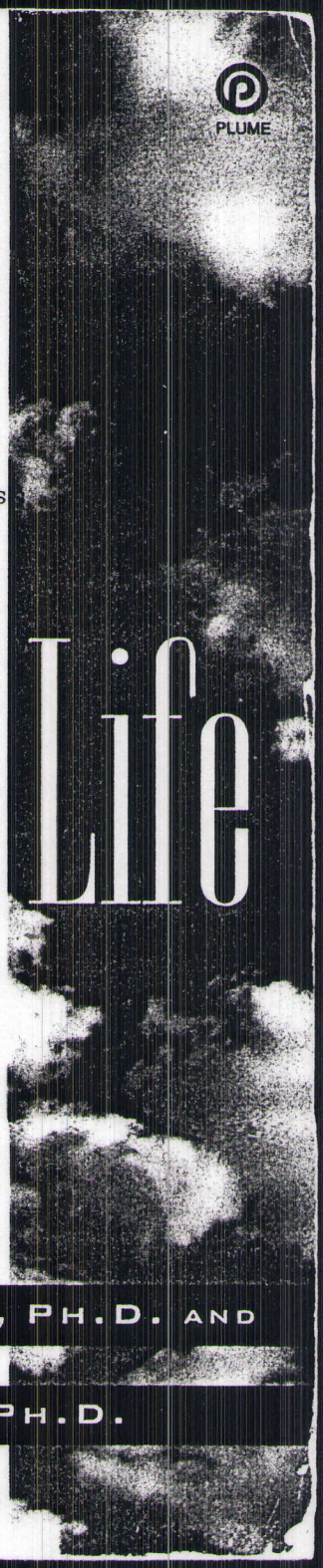
Comments:

1. At the moment, I find myself reviewing my sparse information as to whether I paid the full amount of taxes on my property since selling 1/2 interest in 1990, or in part, hence the reason for this correspondence.
2. Would you please fax me a summary of total taxes for the period 1990 - 2002 in order that I may reconcile my records.
3. Please fax this information to the fax # noted above at your earliest convenience.
4. Thank you for your prompt attention to this matter.

Lionel Bouchard

Lionel Bouchard
204-781-6387

How to Break Free from Negative Life Patterns and Feel Good Again



PLUME

Hope,

The bopok I told you I ran acros in Winnipeg Remand that describes Andys destructive behaviour....

Reinventing Your Life

JEFFREY E. YOUNG, PH.D. AND

JANET S. KLOSKO, PH.D.

FOREWORD BY AARON BECK, M.D.

ANDY BOUCHARD'S M.O.

Of course, we also say that people who accept a relationship with you are acting out lifetraps of their own. It takes two to do the dance.

The tables that follow list the most common life patterns into which people with each type of Entitlement fall:

SPOILED ENTITLEMENT LIFETRAPS

1. You do not care about the needs of the people around you. You get your needs met at their expense. You hurt them.
2. You may abuse, humiliate, or demean the people around you.
3. You have difficulty empathizing with the feelings of those around you. They feel you do not understand or care about their feelings.
4. You may *take* more from society than you *give*. This results in an *inequity* and is unfair to other people.
5. At work, you may be fired, demoted, etc., for failing to consider the needs and feelings of others, or for failing to follow rules.
6. Your partner, family, friends, or children may leave you, resent you, or cut off contact with you because you treat them abusively, unfairly, or selfishly.
7. You may get into legal or criminal trouble if you cheat or break laws, such as tax evasion or business fraud.
8. You never have a chance to experience the joy of *giving* to other people unselfishly—or of having a truly equal, reciprocal relationship.
9. If your Entitlement is a form of Counterattack, you never allow yourself to face and solve your underlying lifetraps. Your *real* needs are never addressed. You may continue to feel emotionally deprived, defective, or socially undesirable.

3. People you depend on may eventually become fed up or angry with your dependence and demands, and will leave you, fire you, or refuse to continue helping you.
4. The people you depend on may die or leave, and you will be unable to take care of yourself.

Impulsivity Lifetraps

1. You never complete tasks necessary to make progress in your career. You are a chronic underachiever, and eventually feel inadequate as a result of your failures.
2. The people around you may eventually get fed up with your irresponsibility and cut off their relationships with you.
3. Your life is in chaos. You cannot discipline yourself sufficiently well to have direction and organization. You are therefore *stuck*.
4. You may have difficulty with addictions, such as drugs, alcohol, or overeating.
5. In almost every area of your life, your lack of discipline prevents you from achieving your goals.
6. You may not have enough money to get what you want in life.
7. You may have gotten into trouble with authorities at school, with police, or at work because you cannot control your impulses.
8. You may have alienated your friends, spouse, children, or bosses, through your anger and explosiveness.

ANDY ALWAYS HAS HAD ANGER PROBLEM.

It is important for you to consider these lifetraps carefully because your motivation to change may be low.

The issue of motivation to change is a big one with the Entitlement lifetrap. Unlike the other lifetraps, your entitlement does not *feel* painful. Rather, it seems to feel *good*. It is the people around you who are in pain.

THERAPIST: *Mel, you're going to have to let Katie pursue a career. What you're doing isn't fair.*

MEL: *Why should I? Why should I do the things you say I should? I like things the way they are. I like Katie centered on* me.

It is easy to see Mel's point of view. Indeed, why *should* he change? On the surface, his lifetrap only seems to benefit him. Similarly, why *should* Nina

Helping Yourself Overcome Entitlement Problems

1. List the advantages and disadvantages of *not* accepting limits. This is crucial to motivate yourself to change.
2. Confront the excuses you use to avoid accepting limits.
3. List the various ways that your Limits problem manifests itself in everyday life. Fill out the Limits Chart.
4. Make flashcards to help you fight your Entitlement and self-discipline problems in each situation.
5. Ask for feedback as you try to change.
6. Try to empathize with the people around you.
7. If your lifetrap is a form of Counterattack, try to understand the core lifetraps underlying it. Follow the relevant change techniques.
8. If you have self-discipline problems, make a hierarchy of tasks, graded in terms of boredom or frustration level. Gradually work your way up the hierarchy.
9. If you have difficulty controlling your emotions, develop a "time-out" technique.
10. If you have Dependent Entitlement, make a hierarchy of tasks, graded in terms of difficulty. Gradually start doing the things you allow other people to do for you. Start proving to yourself that you are competent.

1. List the Advantages and Disadvantages of Not Accepting Limits. This Is Crucial to Motivate Yourself to Change. In terms of the disadvantages, be sure to list: the harm you are causing others; the possibility that friends and family will withdraw from you; the possibility of being fired or not being promoted; the possibility of legal action against you; etc. If you have impulsivity problems, be sure to consider the likelihood that you will never reach your life goals if you fail to tolerate frustration better. *Be sure to include any negative consequences you have already experienced.*

bother learning to do things for herself when she can get other people to do them for her?

When we work with Entitled patients, we are always looking for the *leverage*. Why should they change? How is the lifetrap hurting them in their personal and work lives?

Consider carefully what the lifetrap is costing you.

CHANGING ENTITLEMENT

As we were writing this chapter, we kept commenting upon a certain sense of futility. We recognize that few people with the Entitlement lifetrap will ever read this chapter. People with this lifetrap rarely want to change. They usually do not read self-help books. They resist going to therapy. Instead, they blame others for their problems and fight to stay the same.

If you are an exception—a person with an Entitlement lifetrap who is reading this chapter—it is probably because your lifetrap is proving so costly to you that you cannot ignore the issue anymore. Your spouse has asked for a divorce, your lover is about to abandon you, or you are about to lose your job. Something has happened to throw you into crisis.

We realize that many of the patterns associated with Entitlement that we discussed earlier in this chapter do not really matter to you. You probably do not care, for example, that your Entitlement is unfair to other people. You do not care that you are bringing other people pain. You are self-centered. You care only about yourself. This is a great drawback in terms of building motivation.

We have divided this change section into two parts. The first part is directed toward those of you who have the lifetrap and want to change.

However, we believe that the majority of people reading this chapter are victims of entitled people. That is, you are not entitled yourself. You are reading this to try to *understand* an entitled person—your lover, spouse, or parent.

We have included a section for you too.

HELPING YOURSELF OVERCOME ENTITLEMENT PROBLEMS

These are the steps to changing your lifetrap.

Here is the list Mel composed:

ADVANTAGES AND DISADVANTAGES OF MY ENTITLEMENT

ADVANTAGES

1. I get things my own way and I like that.
2. I take what I want—money, women, my comforts.
3. By getting angry, I can usually get people to do what I want.
4. I can control most people and I like that.
5. I feel special.
6. I *am* special and shouldn't have to follow the rules.

DISADVANTAGES

1. Katie is threatening to leave me.
2. People get angry at me a lot or avoid me.
3. People are afraid of me at work; they don't like me.
4. I don't have many close friends. A lot of people get mad at me after a while and stop associating with me.

You might note that, predictably, Mel did not include any items in the "Disadvantages" list about the pain he causes others or the injustice of his Entitlement. This would be the fruit of future work in therapy.

Get images of these bad events occurring, to make the consequences feel more real. Imagine your loved one abandoning you, your job lost. For example, one of Nina's items on her "Disadvantages" list was, "Raymond might leave me and I won't know how to take care of myself."

THERAPIST: *Close your eyes and get an image of what that would be like.*
NINA: *(Pause.) I see myself on the phone, calling my mother, calling my friends, trying to get them to do things for me. It's humiliating. I feel like I'm begging. It makes me angry, angry at Raymond. But no matter how angry I am, I can't get him back.*

Try to comprehend the cost of your Entitlement *before* the negative consequences occur. Between the impulse and the action, insert *thought*.

2. Confront the Excuses You Use to Avoid Accepting Limits. Make a list of your excuses. For each excuse, write down why it is only a rationalization, and not really valid. Start to counter the thoughts that maintain your Entitlement.

Here are some excuses Mel collected in the course of our therapy:

EXCUSES FOR ENTITLEMENT

People should accept me for who I am.
I'm not hurting anyone.
Everyone's making a big deal out of nothing.
I'm special and deserve it.
I'll never get caught.
I look after myself, and other people can take care of themselves.
It's healthy to get all my anger out.
If I'm clever enough at manipulating, I'll be able to get my own way.

Nina's excuses focused more on her lack of self-discipline:

EXCUSES FOR IMPULSIVITY

If it's boring, why do it?
I can always catch up later.
I'll work on it tomorrow.
I can get by with my natural talent.
Someone could do this for me better.
Raymond will never really leave me.
Life is more fun when I do what I want.
I can't help it, it's just the way I am.

Your excuses help you deny the reality of the situation. If you continue the way you are, you are going to pay some penalty for your Entitlement and Impulsivity. The fact that you are reading this shows that *something* has gone wrong already. Do not let your excuses cloud the negative consequences of your lifetrap.

"Young and Klosko have done pioneering work in developing a set of tools for making significant life changes, in relationships and at work. The book reflects the tremendous sensitivity, compassion, and clinical insight of its authors."

—from the Foreword by Aaron Beck, M.D.

ARE YOU CAUGHT IN A "LIFETRAP"?

Are you drawn into relationships with people who are self-centered, cold to you, misunderstand you, or use you?

Are you afraid of showing people who you really are, because you think they might reject you?

Do you put the needs of others above your own, so your own needs are never met?

Do you start to panic when someone you love leaves—or threatens to?

Do you feel anxious a lot of the time about natural disasters, losing all of your money, getting AIDS, or being in a plane crash?

Do you feel inadequate compared to people around you?

Do you find that no matter how successful you are, you still feel unhappy, unfulfilled, or undeserving?

Do you sacrifice relaxation and fun because you're always trying to do your best?

Let two of America's leading psychologists show you how to free yourself from these destructive "lifetraps" with exciting, breakthrough techniques that can transform your life!

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April 17, 2008

Unauthorized Power of Attorney re M.T.S. Cellular # 781-6387 - Lionel Bouchard

In mid February 2008, I enquired into my father's cellular bill as my father was complaining to me that it was quite high - as noted from the March 24, 2008, disconnection notice. My father authorized M.T.S. to discuss his plan with me at which point I noted there were no free evening or weekend minutes. The plan was upgraded to a more suitable plan, for less money, and I was able to procure an $85 credit on the account.

As a precaution, anticipating resistance from Andre Bouchard with respect to settling a Life Estate with our father, I had M.T.S. make a notation on file to relay account information to my father and myself exclusively and under no circumstances to any other family members. (At that point in time I did not have the power of attorney as my father was still in Manitoba.)

Recently, I decided to check on the account as **Lynda Staub threatened to have my probation revoked for contacting my father even though, at my father's request, the No Contact was approved November 2007, in Port Coquitlam, B.C.**

Sure enough, it appears that Claire Demery called in on March 26, at 1:50 p.m. whereby she faxed a **copy of a power of attorney dated January 27, 2006!** I had been present for the revocation of the initial power of attorney made out in favour of Andre Bouchard & Lynda Staub, **(which Andre had tricked his father into signing at the Grace Hospital by placing it beneath insurance renewal paperwork he was having him sign) and which I was present at the time and was horrified at his actions and the smoothness of executing this trickery against our father who, for over 1/2 hour, was adamantly refusing to sign and which he recently told me that, while in the hospital, Andre and Angie Bouchard were constantly pressuring him to sign paperwork, which he was refusing, and which Dad admitted he had to resort to locking himself up in the bathroom and hiding under his bed to escape! Dad's roommate commented to him how despicable his son's actions where towards his father, this at a time when he almost died from his head injury and was in the process of recovering while in the hospital for a month-long stay. The nurses also noted this harassment.**

I paid for, and had, and still have in my possession, the original power of attorney made out in Claire's favour, the exception being when the **RCMP recovered it from Andre Bouchard after he was charged with two counts of theft of my binder (which contained this power of attorney) while I was at my father's home in Elie, January *29, 2006, along with my father and my cellulars - leaving us without any means of communication*, this after Andy arranged a "family gathering" at the Holiday Inn in Winnipeg** on the pretense of visiting with an Uncle from Kenora. I believe it was at this time that Andre Bouchard had the opportunity of photocopying the power of attorney as well as other notes in my binder which recently been used without my father's consent.

My sister Leona Bouchard of Calgary was on the telephone when Andy walked into my Dad's home in Elie. Andy was so infuriated at being exposed when he learned that Leona was warning us about the motive behind the meeting which was to gang up against our father in order to move him out of his home and into the Manitoba Housing Complex in St. Eustache. At the restaurant, **Lynda Staub and Claire Demery physically grabbed my father from my care and pushed him into Lynda's vehicle,** without his jacket - this after being discharged only two days prior from his 30 day hospital stay after falling and suffering a head injury! Later Andy faxed a copy of the title to the property my father's home of over 50 years is situated on, and as there had been a No Contact order in place in favour of my father and myself against Andy for his actions, he retaliated by ordering the RCMP to have me removed from my father's home, (which I knew at the time legally he could not make this request), also citing that he had had legal counsel from, which in hindsight I do not believe. As I did not wish to have a scene, I respected the RCMP request to leave that night and took a motel room in Winnipeg - this after I had come out for only a couple days to ensure my father's wishes to return home got accomplished and who had been discharged from the Grace Hospital into my care pending home support!

Brian Skinner of M.T.S., advised me that the copy of the power of attorney was faxed from 239-0106, identified as MegaComputers, a Portage La Prairie telephone # - most likely from Andre as he lives in Portage.

Also at that time, Claire Demery requested **copies of the August/September/October/January/February/March bills** (Claire already had taken Dad's cellular bill on January 22, the day of his birthday, when he complained about his bill, and at which time Claire stated she would look into his plan, and did nothing about it, but did take a copy. My father made a special trip to Teulon to retrieve this bill from her when he realized that at Christmas time he had called me, and that his bill did indicate that there was a call of a couple seconds as he reached my answering machine and left a brief message to wish me a Merry Christmas.

The $36 charge for these duplicates is currently being credited back to the account. The duplicates arrived last week as my father's mail is currently temporarily being redirected by Canada Post to Vancouver. The intentions of Andre/Lynda/Claire was to **have me breached for contact had they found one call on his cellular as evidenced by Lynda's recent threats to her Dad last week!**

The transcript of the court case on February 15, 2006, indicates that Claire Demery had never received the power of attorney, and was at no time authorized to use this document, nor was it ever in her possession, this Claire stated under oath In Portage La Prairie, when she, along with three other family members, sought and were denied a peace bond against me.

Written confirmation may be obtained by way of legal request addressed to M.T.S. Wireless, P.O. Box 6666, 333 Main Street, Room MP18C, Winnipeg, Manitoba R3C 3V6

Marlene Legare

Marlene Legare

Q

TELUS | internet member services

Date: Fri, 24 Feb 2006 11:32:10 -0800
From: "Marlene Legare, CFP" <mlegare@telus.net>
To: mlegare@telus.net
Subject: Stalking Complaint to Constable Al Pasquino!

Sergeant Gibbs,

I am very disappointed in the actions of Contable Pasquino.

I called in on February 21, 2006, while I was sitting at the Chicken Chef in Elie, Manitoba, having supper with Uncle Laurent Houde, 353-2293.

Andy Bouchard walked in at 4:30 p.m. and left the restaurant after I asked him if he had a position for Curtis at Milnar Industries that he had just caused to loose his job after calling me and impersonating a lawyer.

Andy left in a huff, and was visibly upset according to Christian Bernardin (her maiden name who works at ValMar Industries in Elie, daughter of Valentine Bernardin).. She asked him what was wrong and he said - "Oh, Marlene!" and made the sign of slitting his throat (meaning me)! She later recounted this story to me in the Elie Hotel.

Then Uncle Laurent noticed that Andy was circling the restaurant, and basically hiding his truck behind the gas pumps, and then the corner of the building, we could see the front of his truck where we sat in the front of the building, three sides with windows.

I felt that Andy was stalking and waiting for me, so I eventually called the detachment because it had been some time and Uncle Laurent did not want to leave me alone, and Andy drives a pickup and I a rental car, so I did not trust what his motives might be as he was visibly upset with me as he had been caught in a lie and having someone fired that afternoon.

Uncle Laurent pulled out and Andy went down the #1 and returned coming north from 248 before Uncle Laurent could warm up his truck and leave.

Uncle Laurent pulled up to Andy and said "What the fuck are you doing?" and Andy replied three times, "Oh, nothing!" and then asked where I was.

I had called the detachment as I feared what that he might push me off the road with his vehicle and wanted escort back to Winnipeg.

A call came thru on my blackberry 6:38 p.m and when I tried to reply there was no answer. I eventually tried and relayed that I was trying to get thru to the patrol dept. Constable Pasquino called much later and told me he had left me three messages which disturbed me as I missed the one and immediately tried to call back and could not get thru. I later that night found a call from him at my Vancouver office 604-467-5640! and he accused me of not answering!!!

He also mentioned that this could not be "stalking as I knew the party" and that he would not be attending! Also he mentioned that Andy said "he was concerned about me.... and something about Mental Health....

How ridiculous is that. Andy was the one circling the restaurant and annoying Uncle Laurent from 4:30 p.m. to 7:20 p.m. when he got the call from the detachment. I am by myself, what was I to think he was up to but no good.

I believe your detachment is showing partiality to him and I am voicing my complaint with respect to treatment by Constable Pasquino to me in not taking my concern seriously....is he brainwashed also, it is is very obvious to me as I had not seen or spoken to my Dad in three weeks or gone to his residence and yet that is the treatment I get.

The magistrate in Portage told me I was in my right to be concerned about my father, and so I am, as my Dad has not been given any peace by his family since
he was discharged in my care from the hospital Janaury 27, 2006!

Strange as I was told by Constable Conroy the Friday before that they answer all
calls and the complaint they received is that "I might be trying to cause trouble" and he assisted me in trying to speak to my Dad, which he was unsuccessful at doing as Dad was supposedly in bed when he had just been put on
the phone minutes earlier by my sister.

Attached, is a note from Uncle Laurent voicing his concern!

Marlene Legare
604-786-3061 Cellular

HEADINGLEY.. RCMP REPORT

1st.

237-4881 call from this #.

237-4314 2nd call from this #.

both from Milne

Andy Bouchard. →

Andy had someone impersonate a lawyer - Employee "Curtis" was fired! offering Malepe a position.

came

Milner Industries → refigeration business

237-4881

Curtis - was person who phoned. (Don president fired Curtis)

could hear Andy Bouchard in background.

cell # 857-2096

nature of threat was that a big can of worms has been opened up - COM does not know this Curtis person.

COM - Marlene Legare

604-786-3861.

occurred Feb 21/06 → this afternoon

1st call @ 3:18

2nd call @ 3:26 shortly after Curtis got fired

CHICKEN CHEF RESTAURANT
ELIE, MANITOBA
Feb. 21/06

Andy Bouchard
has been circling
this restaurant
since 4:30 pm today.

L. Houde

LAURENT Houde
353-2293
470-0575 cell.
Room 2 St. Eustache
6:50 PM. manor

Protected B

Occurrence summary

RCMP-GRC/HQ

Printed: 2007/08/14 15:57 by 000059776

Occurrence: **2006193239 Impaired Operation of Motor Vehicle 253(a) CC @2006/02/21 17:55 CST**

Date/Time: between.... 2006/02/21 17:45 CST and 2006/02/21 17:55 CST

Clearance status: Unfounded

s.22(1)(a)

Involved person(s): 1)

2) [Subject of complaint] LEGARE, MARLENE 1951/08/28 (55) F (12345 234 STREET, MAPLE RIDGE, BC Canada), FPS:103166F

Involved address(es): 1)

Involved vehicle(s): 1)

Involved officer(s): 1) #000040219 HANGHOFER, D. (Dispatched officer; Lead investigator)
2) D DIV HEADINGLEY DET (Primary unit)

Flag(s):

Summary: poss 10-78...cpl ross (drug section), recieved a call Marlene LEGARE is at chicken chef Elie, on drugs (possibly meth)... she will leave.. dzn964. Marlene Legare is on Meth and is at the chicken chef ready to leave in her car. Cst. Tsai was in the area and did not see the vehicle leave. Members have just recently spoken to Marlene Legare in the last 24 hours and have not suspected any drug use by Legare. Cpl. Ross of drug section advised. 2000hrs
Cst. Pasquini also spoke with Marlene Legare and confirmed that she was not intoxictated by drug or alcohol. DH-Cst. Concluded here.

ANDY
Accusing Marlene

Remarks:

conversations with Sgt. Gibbs & Cst. Russell. Call received on 2006-02-21 @ 17:05 hrs. Marlene is still in Wpg. She was to return to BC her driving another rental car - a silver Sebring. claims she's on drugs and needs rehab but refuses to get help.

DD: 2006-03-27.

Stu Schaffer, Cpl.

2006-03-07

E-Mail Message from Sgt. GIBBS - to Headingley Detachment

Marlene was spotted in the Unicity Wal-Mart today at 1300 hrs. Appears she is back in the area. Unknown what she was driving. There is a warrant for her arrest.

With Marlene being spotted in Winnipeg.

If Marlene shows up

Rick's court package and undendorsed warrant are on file and ready to go. The recommendation at this time is that she be released before a Magistrate with a $500 cash surety as she resides out of Province. Things may change depending on her response to the charges and agreement to the proposed conditions.

Marlene's mental health and she be held for a psych assessment prior to release - again this will depend on her behaviour upon arrest/release.

Mike

2006-03-07 E-Mail Message from Sgt. GIBBS to Cst. Conway

Rick, Linda Staub delivered a package to our office today. It was addressed I have spoken from Marlene Legare.

a message from Marlene stating that she better return or face charges of theft! As a result it here. I have faxed Marlene advising her that we have her package and for her to pick it up. I also told her that there was a w/a and to contact us and make the appropriate arrangements. I also heard from, Leona Bouchard Calgary today. There is a new movement afoot regarding the mental health of Marlene. she is MHA and needs an assessment - a letter to be added to the court package detailing their concerns for her mental health - I told to keep it concise and to the point... The package to be returned to Marlene is locked in the file cabinet in my office until I can write up a file. (File # 2006247381 refers to the package

Mike

2006-03-08 08:46

the Magistrate that will deal with Marlene's Bail Application. _____ Marlene be subjected to a Psychiatric Assessment.

2006-03-09 Copy of this document scanned into this File. rc

2006-03-14 Another Information and Arrest Warrant issued for Marlene LEGARE - Assault 2006-03-13, File # 2006-269805 refers.

00

5. In evicting my Dad from his home and relocating him to a low-rental housing complex several miles away in another town, it is my belief that this may have shortened Dad's life-span. In addition it is costing Dad rent, loss of rental income as Dad has rented a room during the week to an individual, more fuel for his older van, loss of small business income by selling fish to neighbors - all because Andy managed to take advantage of his aging father by **refusing to put in writing their original arrangement** and which he sees as an opportunity, and like a vulture "moved in on his prey" once Dad slipped on ice at a funeral and was hospitalized for a concussion, to remove his father and not allow him to return to his home to date, if ever!.

6. Let us keep in mind, Andy has always been a commission salesman all his life, and contracts and agreements are part of his daily life, so there is no excuse. In addition, my sister Lynda Staub works at Land Title, and whom Dad relies heavily on her business expertise to ensure he is taken care of, so she it appears that she was also not acting in my Dad's best interests either! In the court transcript Lynda refers to seeing Dad almost "weekly" so she would have been aware of Andy's dealings with her Dad and did not seek to protect his interests!

7. It is my belief that with Andy's wife Angela's association with the legal system, in working at the Portage Youth Detention Centre, she has found that a legal defense many times used is that of challenging anyone's mental faculties. It is this belief that makes me question why Dad was taken directly from the court room directly to Bruce Jamieson, a psychiatrist at Portage Hospital, who when I talked to him, told me he was a "gerontologist" and later admitted his superiors got wind of a letter I had written, thereby reprimanded him for deceiving me of his actual title as mental health worker. This Andy did when he fully well knew that Dad had signed legal paperwork at his lawyers' office, which my sister Lynda Staub and Claire Demery also signed after having stolen my binder and at the Holiday Inn in Winnipeg, also notarized by a lawyer in Winnipeg on the day of his discharge, January 27, to ensure that he was never under psychiatric care, and copy of which Andy stole from out of my hands in the presence of Sgt. Gibbs at the Headingley detachment, who did not stop Andy, and which I later discovered had not been returned to me as we had been reviewing various other documents at the time.

8. Respectfully submitted.

Fax Cover Sheet

:	May 22, 2006	**Pages :**	6
	Tim Owen Crown Counsel	**From :**	Marlene Légaré, CFP
ax:	204-945-1260	**Fax:**	604-467-5630
one :	204-945-4540	**Phone :**	604-467-5640
ıbject :	File #06-105715 - Andre Bouchard		

1. Attached, please find another recap of events which may further clarify issues in my absence..

2. Please note that Andy's "defense" is that I need psychiatric help, and by way of telephone, has been harassing my daughter here in B.C. (through my sisters) to dig up any family matters over the years in B.C. in an effort to discredit me - which in any case, is irrelevant to his case, as it is not my character that is in question but his actions!

3. I take it is his belief that anyone who stands up to him to ensure their 82 year old father's rights are not violated (which is the case in this situation) is in need of a psychiatric evaluation as he eluded in court last week.. Unfortunately, I have gotten to know my brother better in recent months and have discovered, much to my dismay, that Andy is very manipulative and I have caught him, in lie after lie to others. He has gotten very good, over the years, in twisting some truths around to use for his own selfish gain of which I was witness to at the Headingley Detachment. Also met with several farmers in the area who complained how he had "taken advantage of them in business deals" and who **"don't trust him now"** and would never do repeat business with him again. I can provide you with these names if you so wish, of upstanding community citizens as they recounted their stories to me in Elie recently.

4. Now it appears Andy has taken this a step further to include depriving his very own father of his home, peace and retirement. The information as I discovered at Portage Land Title indicates there appears to be a major discrepancy between the price Andy purchased the last 80 acres from Dad in 2002 and a municipal assessment several months later.....The first original homestead indicates that Andy bought it for $1.00. Is it not customary to have legal independent advice for the second party, especially the elderly?

....2

R

S

E-MAIL TO ANDY BOUCHARD

> been
> smothering him. What are you afraid of? And this afternoon, you where
> going
> back. Don't you think he is sick of your sad face by now??????
>
> And you finally returned his van, and he has his driver's licence which he
> probably would of had weeks ago, if you had not kidnapped from his home
> two thursday ago for eight days on the pretext of taking him for new
> glasses.
>
> And you posted that note on his door, that upset all the residents who
> reported
> you to ~~Canada~~ Manitoba Housing who are making you remove (though that was already
> taken
> care of) the notice stating that I was prohibited from coming in. That is
> a
> no, no and you have ticked off the residents.....nice play
> Shakespeare...still
> on to your bullying tactics.
>
> I have not seen or spoken to Dad in three weeks as you have posted a 24/7
> guard
> at his side, and you have had Dad's cellular phone in your possession in
> Portage
> and have been screeening all the calls from his friends, etc., and have
> caused
> Dad to miss out on a trip a weekend ago to the states with his friends,
> while
> you saunter off on your trip - well have a good one.....get rested as
> you
> will need it and Dad can finally have some peace and quiet from you, you
> evil
> son that you are, you have shown your true colours.
>
> Why do you insist on shafting all your clients with lemon products and
> turning
> back the mileage on odometers which you have been accused of, and selling
> a
> lemon haybailer to a client and another who will never do business
> withyou.
>
> Is that the way you conduct yourself, your illgotten gains will be taken
> from
> you, if you are at all interested in the Bible, because of how you treat
> people
> and take advantage of them, selling three combines to one guy who couldn't
> even
> afford one (or three piece of farm equipment I was told).....
>
> and sliding that power of attorney beneath insurance papers so you tricked
> Dad
> into signing a power of attorney, which I witnessed and took a picture of
> which
> ticked you off, wouldn't have if you had been honest, you would have
> nothing to
> worry about,,,,but that is not your style I see.
>

Mom's Financial Statement
As of May 08, 2004

Total in Account 19,617.00 minus

- Supper - meal after funeral
- Free Press $500.00 - ad for funeral and OBIT

$19,117.00
9 Family Member
Total
$2,124.00 each

Andy + Lynda had Mom believing I did this letter when Mom found out later I didn't

y 08. 2004.

lene is already factoring in
for our Mom's funeral
ly. 19117 is what Marlene
d Mom + Robert (Stepfather)
amount is now over
00 which includes RASP. (15,000)
n have little or no value today

ig is a letter Mom wrote to sister Helene in Wisconsin.

Marlene Legare

From: "Marlene Legare" <mlegare@telus.net>
To: "Marlene Legare" <mlegare@telus.net>
Sent: June-11-10 11:01 AM
Subject: Fw: Auntie Madeleine Fillion, Room 8, Grace Hospice - if you would like to visit.

At that 'huddle' in Dad's Room in St. Eustache Manor (you sitting in your rental car in the parking lot, [redacted] him), with Andy, Claire, Angie, Linda... I DID look Andy B in the eye & asked him TWICE, in front of Claire & Angie... *"IF I try to mediate this, talk reason with Mars to just go away & let Dad live here, St. Eustache, until June, will you THEN let him move home. Andy, do you give me your WORD that Dad will move home IF he wants to?"* I say again, I asked him THREE TIMES in front of Claire, Angie, and Dad.. and he GAVE ME HIS WORD. Yet, it didn't happen. Suddenly there were 'things to repair' and it wasn't 'fit for Dad to live in'..... how convenient. Yet, yes, I agree with you, I'm sure he DID disregard Dad's well-being & shirk his responsibilities as Landlord to his Tenant (his own Father???) by not fixing what Dad had asked for over & over again (ie. the shower, & other things you mentioned years ago). I believe that Andy Bouchard *would have been a 'slum landlord' even with his own Father*. I watched him lie & cheat & steal from Dad (his 'purple gas' from the tanks in the yard, every time Dad left) and I know he is a self-serving, narcissistic abuser.

Doreen