File No. FD 09-010-92674

FD 09-01-92674.

THE QUEEN'S BENCH

WINNIPEG CENTRE

BETWEEN:

LIONEL BOUCHARD

and

ANDRE BOUCHARD

Applicant

Respondent

AFFIDAVIT OF LIONEL BOUCHARD

I, LIONEL BOUCHARD, of the Town of Elie, Province of Manitoba, MAKE OATH AND SAY THAT:

- 1. I am the above-named Applicant herein and as such have personal knowledge of facts and matters hereinafter deposed to by me except where stated to be based on information and belief, in which case I do verily believe it to be true.
- 2. I have read and reviewed Andre (Andy) Bouchard's affidavit dated March 31, 2011.
- Contary to Andy's comments, it was my lawyer Winston Smith who arranged for
 my removal from the province based on his fears that my life was in danger from
 Andy Bouchard. (Exhibit A)
- 4. # 5 Andy has repeatedly taken me to see psychiatrists, in particular Bruce Jamieson.

 Andy called my daughter Marlene Légaré in B.C. to advise her he was looking at facilities to place me in a Portage Mental Hospital when I was simply recovering from a concussion. He also told Susie Waldner the same thing. At our meeting

in August 2008 at the farm where he was to have been dealing in good faith, he showed up at 5:00 p.m. with Bruce Jamieson in his pickup whereby Bruce conducted an assessment on me and found me competent. Refer to my previous affidavit.

(Exhibit B)

- 5. The documents circulated were copies of court transcripts, court documents, affidavits sworn and the majority entered into court and represented the truth to cut through the endless lies perpetrated by Andy, Lynda and Claire in defense to myself and Marlene who lives in B.C. and is unable to defend herself personally.
- 6. #7 In October 2006, Andy picked up my ex-wife and took her heavily medicated on morphine and had her charge Marlene in her delirious morphine state with attempted abduction to take her down to an internationally renowned cancer clinic which boasts of a 93% cancer rate which was proven to be effective when Marlene took her mother down to Houston, Texas in 2005, which results amazed her oncologist here in Winnipeg who had given her only a 2% change to live. Jeannette

 VanSteelant had given her daughter written permission to take her down to the Burzynski Clinic. Andy and Lynda Staub had convinced Crown to call up their mother to request she sign a partial "No Contact" to prevent Marlene from coming to Manitoba. In August 2008, Andy tried to charge my lawyer with "abducting me" when Winston Smith arranged for me to be escorted out of the province to save my life as I was aware of being drugged at that point and suspect Andy was doing that in order that he could remove the two caveats my lawyer placed on title in 2008. (Exhibit C)

7. At no time did Marlene ever express a request to move from beautiful B.C. where she has lived since 1972, her financial planning and tax business, her children and and grandchildren to move in my small two bedroom rancher in Elie. It is totally ludricous to even suggest that. As far as stating that Marlene cannot go on his property, my life estate entitles me to have whoever I want as a guest without Andy's interference which is what happened in January 2006 when he had the RCMP escort Marlene out of my home in Elie, this while his wife was in the house as well as Claire Demery and Lynda Staub, in breach of the No Contact order, placed on him that day which the RCMP acknowledged in their reports and the following day, Andy signed an agreement for me and Marlene to sign when he, once again, had a No Contact order against him in place which he totally disregarded. With a grant, I erected a building and as a result of my divorce, before completion, I installed floor heat in the rancher and put in oak cabinets and made that my home as Andy and his wife wanted the original homestead across the river which they purchased from me, listed at land titles for a value of \$1.00.

(Exhibit D)

8. Andy and Lynda forced me to sign a tenant agreement as their condition of discharge from the hospital stating untruthfully that home care did not go to Elie but to St.

Eustache and that I would be allowed to return to my home in the spring which they did not honour. Marlene when she discovered what was going on flew in from B.C. and took me to my home whereby Andy was furious and commenced a viscious campaign against her because she was following my wishes. I never wanted to go to St. Eustache which is a Manitoba Housing complex and Andy threatened to

charge me with trespass if I ever set foot in the house, which he stated Sgt. Gibbs was aware of and when discussing this with Sgt. Gibbs, he had no idea what I was referring to. Andy, Lynda and Claire physically moved me from my home on February 14, 2006, after peace bonds against Marlene were dismissed in Portage.

- 9. In previous affidavits, I have gone to great lengths to show the damage done to my Property while in the hospital, as well as numerous other violations of my rights which also include tricking me into signing a power of attorney in the hospital with as Andy deceitfully placed the document beneath my insurance and driver licence renewal forms.
- 10. Andy I suspect has drugged me repeatedly in an attempt to have me waive my my two caveats, and he enlisted Lynda's help in drafting two releases in 2008 whereby my lawyer reported Lynda to both Winnipeg Land Titles and Law Society. Over the years Andy has been very abusive screaming violently at me on the farm as witnessed by Susie Waldner my good friend. Andy and Mike Slegers were seen hiding in the bushes in August 2008 awaiting the Dodge van to appear which they had loaded from top to bottom hostile that the RCMP had been called in to release my vehicle to two private investigators hired by Winston Smith.
- 11. I make this Affidavit bona fide and in support of my application to maintain the Protection Order against Andy Bouchard on February 25, 2011, and supported by numerous relatives and friends who have done so on record as they also fear for my life as they are very well aware of Andy's viscious temper and are very, very concerned for my well-being in Manitoba and the reason he fears returning without

court protection as Justice Lischenski noted on record, that he has concerns that Andy, Lynda and Claire will not allow me to live in peace while in Manitoba.

Sworn before me at the City of Maple Ridge, in the Province of B.C. this <u>/2</u> day of April 2011.

A Barrister and Solicitor, Notary Public in and for the Province of B.C.

WENDY D. WHITTER

Notary Public
22568 Lougheed Highway
Maple Ridge, B.C.
V2X 2V1 467-5313

PERMANENT COMMISSION

Lionel Bouchard

affidavit of Liane | Bouchard sworn before me at Maple Ridge this | 2 day of April 192011

A Commissioner for taking Affidavits

Oliver, . askiw & Associates Inc.

15 - 1599 Dugald Road Winnipeg, Manitoba **R2J 0H3**

Telephone: (204)942-8002

Fax: (204)942-8220

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T	O	:				

Hook & Smith

Barristers, Solicitors and Notaries Public

201 - 3111 Portage Ave.

Winnipeg, MB R3K 0W4

Date: August 22, 2008

Our File No .:

108-13861

G.S.T. #

120737358

ATTENTION: WINSTON F. SMITH, Q.C.

RE: Extract Lionel BOUCHARD from Lawyer's

Office and Drive to Regina

Fee:

45.00 hrs. x \$75.00/hr.=

Auto:

1168 @ \$0.70/km.=

Hotel:

\$168.59 x 2

Telephone

Meals

Subtotal

G S.T. (5.00%)

RST. (7.00%)

TOTAL

\$3,375.00

817.60

337.18

100.00

85.02

\$4,714.80

235.74 330.04

\$5,280.58

THIS IS EXHIBIT "H" REFERRED TO IN THE

Ridge IN THE PROVINCE OF British Columbia

THIS DAY OF WALLY

CHERYL DEMMEWITH

\$4,714.80

\$4,714.80

Maple R.C.

Payment is Due Upon Receipt

THANK YOU FOR ALLOWING US TO BE OF SERVICE

INTEREST TO BE CHARGED ON OVERDUE ACCOUNTS AT 2% PER MONTH (24% PER ANNUM)

Page 1 of 1

O...er, Yaskiw & Associates ...c.

15 - 1599 Dugald Road Winnipeg, Manitoba **R2J 0H3**

Telephone: (204)942-8002

Fax: (204)942-8220

INVOICE

TO:

Date: August 29, 2008

Our File No .:

108-13914

Barristers, Solicitors and Notaries Public

201 - 3111 Portage Avenue

Winnipeg, Mb **R3K 0W4**

Hook & Smith

G.S.T. # 120737358

ATTENTION: Winston F. Smith, Q.C.

RE: Marlene LEGARE

Recovery of Van - August 19, 2008

Fee:

18.00 hrs. @ \$45.00/hr.

\$810.00

Auto:

120.00 km. @ \$0.70/km.=

84.00 28.00

Office Expenses:

\$922.00

Subtotal

G.S.T. (5.00%) R.S.T. (7.00%)

\$922.00

46.10

\$922.00

64.54

\$1,032,64

THIS IS EXHIBIT "T" REFERRED TO IN THE

AFFIDAVIT OF

RIGHT AND BOUGHARD

RIGHT IN THE PROVINCE OF British Columbia

CHERYL BENNEWITH

20000 i ntosh Ave Mapier of ..C V2X 3C1

Payment is Due Upon Receipt
THANK YOU FOR ALLOWING US TO BE OF SERVICE

INTEREST TO BE CHARGED ON OVERDUE ACCOUNTS AT 2% PER MONTH (24% PER ANNUM)

Page 1 of 1

CANADA	IN THE MATTER OF LIGHER AND				
PROVINCE OF MANITOBA	Bouchard, of the Town of Elie,				
TO WIT	in the Province of Manitoba.				

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

DO SOLEMNLY DECLARE THAT:

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

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

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

DECLARED before me at the City of Winnipeg, in the Province of Manitoba, the 19th day of August, 2008.

A Notary Public in and for the

Province of Manitoba

THIS IS EXHIBIT "" REFERRED TO IN THE

AFFIDAVIT OF ...

SWORN BEFORE ME AT THE CITY OF MOTH

RAGE IN THE PROVINCE OF BYTHS COLUMBIA

CHERYL DEVNEWITH

Maple Rugs 10 v2X 3C1 467 5585



Unit 15-1599 Dugald Road, Winnipeg, Manitoba, Canada R2) 0H3 Phone: (204) 942-8002 • Fax: (204) 942-8220 • Toll Free: 1-800-708-1833 www.oliveryaskiw.com

> DECELVED SEP - 5 2008

August 22, 2008

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

Attention: Winston F. Smith, Q.C.

Dear Winston:

Re: Lionel Bouchard Our File # 108-13861 THIS IS EXHIBIT "E" REFERRED TO IN THE

une andre Bouchard

SWORN BEFORE ME AT THE CHY OF MAPLE
RIGHT IN THE PROVINCE OF BritISh Columbia

20.09

CHERYL BENNEWITH

Notary Public

Maple Ricgo C V2X 3C1

ASSIGNMENT

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

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

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

SUBJECT

LIONEL BOUCHARD

Town of Elie Manitoba.

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

We actually enjoyed his company on the way to Regina. He pointed out many things from his past and commented on several current issues. He was very concerned with the fact that his family was divided in their support for his current and future well being. One side of his family said that if he had contact with the other side they would not wish to associate with him anymore, nr would he be allowed to see his grandchildren and this, he found very hard to understand and it hurt him.

DETAILS

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

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

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

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

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



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

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

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

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

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

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



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

CONCLUSION

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

REMARKS

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

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

Yours very truly, Oliver, Yaskiw & Associates Inc.

Per:

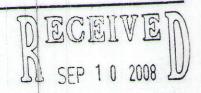
Bouglas

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



Unit 15-1599 Dugald Road, Winnipeg, Manitoba, Canada R2J 0H3 Phone: (204) 942-8002 • Fax: (204) 942-8220 • Toll Free: 1-800-708-1833

www.oliveryaskiw.com



August 29, 2008

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

Attention: Winston F. Smith, Q.C.

Dear Winston:

Re: Marlene Legare Our File # 108-13914 THIS IS EXHIBIT . F. REFERRED TO IN THE

AFFIDAVIT OF

Lionel andré Bauchard SWORN BEFORE ME AT THE CHOF YMAPLE Ridge IN THE PROVINCE OF British Chumbia

CHERYL BENNEWITH

Maple nice

ASSIGNMENT

As reported in our file 108-13861 (Lionel Bouchard), we have treated this facet of the overall file, as a separate matter. Although, done at the same time, as the Bouchard Extraction, this case was handled by a second team of investigators.

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

CLIENT

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

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



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

VEHICLE

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

DETAILS OF RECOVERY

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

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

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



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

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

CONCLUSION

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

REMARKS

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

Yours truly,

Oliver, Yaskiw & Associates Inc.

Per:

Shawn Hayden

Guard and Loss Prevention Service Manager

Enclosure: Service Invoice





11911 W. STREET, MAPLE RIDGE, B.C. V2X

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

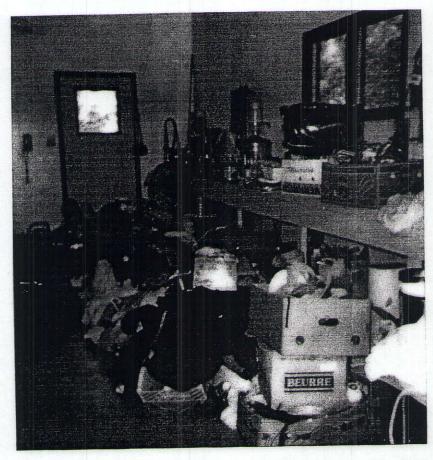
Web: www.mapleridgechrysler.com E-mail: service@mapleridgechrysler.com



SERVICE DIRECT (604) 4658364604-786-3454

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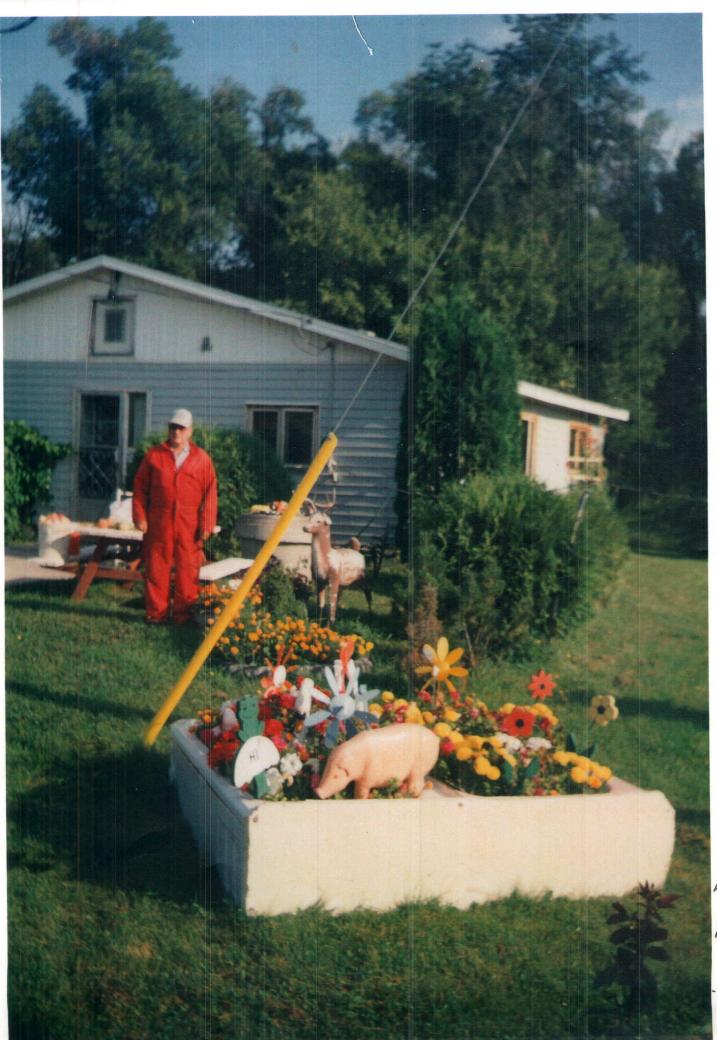


YVES CHABOT'S

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Van Contents Dropped off included oilrags + crickets.



Lionel
BoleHars
Homes
Stens

Bruce Jamieson

Geriatric Services

gional Health Authority Central Manitoba Inc.



Office régional de la santé du Centre du Manitoba inc.

Tel.: 204 239 2307

MENTAL HEALTH PROGRAMS Portage District General Hospital 524 Fifth Street S.E. Portage la Prairie MB R1N 3A8

Fax: 204 239 0451

Email: bjamieson@pdgh.rha-central.mb.ca

www.rha-central.mb.ca

The document was remained at Room A office File 3 of leg officer Kebbs. Markene supplied the copy to hange

Psychiatric "Living Will"

(Letter of protection from Psychiatric Incarceration and/or treatment)

The following declaration should be signed and, where possible witnessed, by a notary public, a trusted family member and/or confidente. Make several copies of the document with each copy notarized. Give one copy to each of the person(s) named below; make sure one of these is an attorney. Always keep a copy of this document with you in case there is an attempt to involuntarily or compulsorily hospitalize and/or treat you. Should you be in a position where you are to be subject to unwanted psychiatric hospitalization and/or mental or medical treatment, ensure that the person(s) attempting such are shown and are aware of this signed and notarized declaration. Immediately let your attorney and all other persons in your confidence know so that they may come to your aid. During any attempt at compulsory hospitalization or treatment by another, repeatedly declare your desire for a clarification of your condition of physical health. Explain that you wish to have this declaration abided by, however, do not resist or become aggressive. Demand to see an attorney.

A copy of your signed declaration should also be sent to the local or international branch of the Citizens Commission on Human Rights® (CCHR®). The International address is: CCHR, 6616 Sunset Blvd., Los Angeles, California, United States, 90028.

Declaration of Intention

Ι,	Lionel Bouchard	, born on	JAIV. 2	2/192	4	
	ELTE		BOX 81,	/		ROH OTTO

being of sound mind, willfully and voluntarily make known my desire that should it be so considered or decided that I be subject to involuntary incarceration or hospitalization (also known as committal and certification) in a psychiatric hospital, ward, facility, home or nursing home, and/or that I be subject to psychiatric procedures including, but not limited to, any form of psychosurgical or neurological operation such as lobotomy or leukotomy, electro-convulsive treatment (also known as electroshock or shock treatment or ECT), psychotropic drugs (including benzodiazepines, major tranquilizers, antidepressants, barbiturates or neuroleptics generally), deep sleep treatment (narcosis, narcosynthesis, sleep therapy, prolonged narcosis, modified narcosis or neuroleptization), sterilization, insulin shock or any other physical based psychiatric or psychological treatment or practice; I direct that such incarceration, hospitalization, treatment or procedures not be imposed, committed or used on me.

I refuse contact with and treatment by any psychiatrist, psychologist or other mental health practitioner as these practices, according to my philosophic and/or religious convictions, do not adequately or properly diagnose and such diagnoses as are given can constitute a false accusation about my behavior and/or beliefs and practices, and are stigmatizing and therefore a threat to my reputation and physical and mental well-being. Any of their treatments, given against my express wish, are an intrusion upon and thus an assault on my body and constitute, in my view, criminal assault. Any involuntary hospitalization or commitment is a violation of my right to liberty and would therefore constitute a false imprisonment by all those advocating and authorizing such action against my consent and wishes. If in the future, I am accused of a crime, then I direct that I be subjected to due process as accorded to the criminals.

Declaration of intention:

Among other situations, the above directions and positi This form were fills should I be in a state of unconsciousness, or should my comm en impossible or where any psychiatrist n legal sense be impossible, or where any psychiatrist, p practitioner, or law enforcement official or person asserts that situation requiring emergency intervention and/or treatme David 3 pod (ey of wilder commitment law or similar legal authority.

In the absence of my ability to give further directions r. aprox 12:00 when my legal right to refuse medical, psychological, psychiatric or su M oulene suched wp The attorney(s) and other person(s) mentioned below ar word of the year.

to institute appropriate proceedings on my behalf should the ab
and have my permission herewith to proceed with what.

I herewith authorize the following attorney(s) and cleme to which was enforcement of this declaration of intention:

All medical doctors and their organizations as well a released from their professional discretion or confidential information to the above named attorney(s) and other person(s).

This declaration is also binding for my lawful agents, grant or any person with the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider that the legal or other right to take care of me or not consider the legal or other right to take care of me or not consider the legal or other right to take care of me or nother t

Signature of Notary/Justice of the Name of Notary Address: - ININNIPEC MANITORA Peace attorney etc.

Before me on this date (date Notary At (place where signature is witnessed the signature)

would not include receiving daily in home assistance with medication, physical assistance for personal hygiene, or the provision of meals.

- 2. My client would be permitted to live in the accommodation, rent free, on the understanding that my client would pay the utilities. Your client would be responsible for any realty taxes and all repairs and fire insurance on the property.
- 3. My client will have unrestricted access to his home property for the purpose of storage of his vehicles and equipment in the shed located on that home property. There will be no access to the home itself on that property. In addition, my client would be entitled to remove the trees from the property as per the agreement between himself and your client already in existence.
- 4. My client will have the right to cultivate a garden on his home property and a right to access to the property over the road that is owned by your client to facilitate any and all access by him to that home property.
- 5. Your client will immediately find such documentation as is necessary and cooperate with the authorities to assist Marlene Legare's application to the Court to terminate the restrictions on her to come to this province to visit her father. Such action is appropriate to allow Marlene Legare to come to Manitoba immediately to assist her father in settling into the new house. Please note my information is that the prohibition will expire in February 2009, in any event, but as was originally agreed along all or most of the siblings in 2006, when my client was being released from hospital, Marlene Legare was to provide her father with assistance in settling back into his home. Such a support documentation to terminate the prohibition of coming into Manitoba must be taken immediately so that Marlene Legare is able to assist with finding a suitable home in which my client can live.
- 6. Should my client be required to leave his home and terminate his interest in occupying the home due to inability to live on his own, your client will pay his monthly rent at any alternative location for the rest of his life.
- 7. Your client agrees that the Power of Attorney in existence today, will not be changed without the written approval of counsel for my client.
- 8. There will be no psychiatric assessment of any kind without the written consent of my client's counsel. In this regard, I understand that, at the recent meeting of my client with your client and Mr. Mike Slegers, your client arranged to have Dr. Jamieson present who conducted a short private meeting with my client, wherein he asked my client some questions and concluded by

afficient of Lionel Bouchard
sworn before me at Maple Rudge
this /2 day of apr 192011

A Commissioner for taking Affidavits



THE LATE (MOTHER) JEMINIETTE & ROBERT VAN STECKANT ~ OR. BURZYNSKJ, HOUSTON, TERAS JANUARY 2005 -

BRODSKY & COMPANY

1212-363 Broadway Winnipeg, Manitoba R3C 3N9 Canada

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A STATE OF THE STA

Telephone (204) 940-4433 Facsimile (204) 940-4430 Email: www.gregbrodsky.ca

Reply to MARK WASYLIW Direct line 940-4434

Operated By Greg Brodsky Law Corporation

- G. Greg Brodsky Q.C.
- > Jason Miller
- > Mark Wasyliw
- > Ryan Amy
- > Kathleen Fotheringham
- > Scott Newman (Articling Student-at-Law

June 29, 2006

Personal & Confidential Solicitor/Client Privilege

Ms. Marlene Legare 12345 234th Street Maple Ridge, B.C. V2X 0N5

Dear Ms. Legare:

RE: aslt x 2; mischief:

On June 29, 2006, I appeared in the Court of Queen's Bench before the Honourable Justice Beard. On a Crown Motion to delete a condition on your Bail, allowing you to attend Winnipeg to visit with your mother. We contested the Crown's Application, as we felt the Court had no jurisdiction to impose it. We had a contested Hearing before Justice Beard, who granted the Crown's Application and deleted the exception from your Bail, which will now read you are only allowed to attend Winnipeg to attend Court or to meet with counsel. This will not effect your ability to contact your mother on the phone. However, should she die, we would have to attend Court and get a subsequent variation to the Hearing.

As I advised you in Court, I believe that the Judge did not have jurisdiction to make the change that the Crown had sought, nor in her Reasons for Decision did she find any error of law with the previous Judge, who refused to impose that Order. Therefore, in my opinion, you would have a basis for an appeal for that condition. However, you told me at that time that given what has transpired with your family, you are happy to remain in British Columbia and only to have contact through the phone. You further indicated that at this present time you were not of the feeling that you would attend to Manitoba for any funeral proceedings. Should that change, please advise me.

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

- 6. Your client agrees that the Power of Attorney in existence today, will not be changed without the written approval of counsel for my client.
- 7. There will be no psychiatric assessment of any kind without the written consent of my client's counsel. In this regard, I understand that, at the recent meeting of my client with your client and Mr. Mike Slegers, your client, without the knowledge or consent of my client or Mr. Slegers, arranged to have Dr. Bruce Jamieson present who conducted a short private meeting with my client, wherein he asked my client some questions and concluded by stating that there was no reason why my client could not look after his own affairs. This event that appears to have been arranged by your client requires an explanation.
 - 8. With regard to the claim for debt:
 - (a) We will require proof of payment in full of purchase of the land;
 - (b) An accounting of the total rental payments made by your client on behalf of our client to date;
 - (c) A satisfactory resolution of the balance alleged due to our client in the amount of \$9,375.49 as pleaded in paragraph 10 of the Statement of Claim; and
 - (d) Payment of \$5,500.00 or some other reasonable amount for replacement of our client's possessions and furnishings that were destroyed, as pleaded in paragraph 11(a) of the Statement of Claim.
- 9. Although you and I discussed your client's contribution to our costs of \$5,000.00, it is my understanding that subsequent to that discussion, Mr.

PADIO Oct 16 Robert I have decided to get concer treatment in Texas I do this on my own free will. Van Stedant

Ill call you

.

.P. TRAVEL

3025 NESS AVENUE

INIPEG MB R2Y 2J2

NE: 204 832-1329 FAX: 204 832-1320

PNR LOC:

KL4NFO

INSELLOR: 24J5GC

GST REGISTRATION: R105544563

DATE: 16 OCT 2006

INVOICE: 14060

: LEGARE/MARLENE MS

VANSTEELANT/JEANNETTE MRS

MARLENES MOTHER

--ITINERARY--

TO DENVER NIPEG NONSTOP

EQUIPMENT-CANADAIR JET

CARRIER FLT/CL DATE

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DEP ARR ST

UNITED 6562 E 17 OCT 06 147P 259P OK FLYING TIME- 2:12 OPERATED BY-UNITED EXPRESS/SKY

SEAT- 1A 1B

1 WHEELCHAIR/S TO/FROM GATE AREA

NONSTOP - HOUSTON/INTCON UNITED 698 E 17 OCT 06 405P 723P OK FLYING TIME- 2:18

EQUIPMENT-BOEING 737-500 ARRIVES TERMINAL -A

SEAT-21A21B

1 WHEELCHAIR/S TO/FROM GATE AREA

STON/INTCON DENVER NONSTOP -

UNITED 253 V 31 OCT 06 237P 405P OK FLYING TIME- 2:28

EQUIPMENT-BOEING 737 JET DEPARTS TERMINAL -A

SEAT-17D17E

1 WHEELCHAIR/S TO/FROM GATE AREA

7ER NONSTOP

6648 V 31 OCT 06 710P 1020P OK FLYING TIME- 2:10

WINNIPEG UNITED

OPERATED BY-UNITED EXPRESS/SKY

EQUIPMENT-CANADAIR JET

SEAT- 7A 7B

1 WHEELCHAIR/S TO/FROM GATE AREA

EASE ENSURE THAT YOU CHECK IN AT LEAST ONE HOUR PRIOR TO DEPARTURE HAVE GOVERNMENT ISSUED PHOTO I.D. ON HAND. PLEASE BE SURE TO INFIRM YOUR FLIGHTS AS FLIGHT TIMES ARE SUBJECT TO CHANGE

> SUB TOTAL AMOUNT DUE

CAD 0.00 CAD 0.00

****** THANK YOU FOR BOOKING WITH V.I.P. TRAVEL *******

TOP NEWS

She doesn't have to die I just want her to live.

winnipegireepress.com

- Mariene Legare

I guess (Legare) is under the impression She's not waking up to the reality' that (her mother) will get better.

- Family member

Bizarre abduction bid alleged

Woman accused of trying to force cancer-stricken mom to leave country for treatment with great success, despite a price tag wh of nearly \$40,000, she claims.

But Legare claims several of her Man lai itoba-based siblings "poisoned" their monther into thinking it wasn't worth be going back for another round of cestly far experimental treatment and that she should spend her final days in peace.

"They're treating it like she's afready." hished "This really has become a quality-of- of "This sac."

Police accuse Legare of watching her lite nother's home and waiting until she was a hone to gain entry by pounding on the ge alone to gain entry by pounding on the ge alone to gain entry by pounding on the ge self inside when the door was finally sh tional Airyert, where she was arrested in while sitting on a plane that was about to talke her bownet to Maple Ridge, B.C. I'l just want her to live, "Legare told the Free Press on Monday from an interview room at the Winnipeg Remand Centre. She says she's frankrated with the lack of medical care her mother is

dead" she said.

This isn't the first time Legare has been accused of taking a cripinal role in the parent's lives. She was charged in March 2006 with assaulting her 86 year old father—a claim longine strongly denies and mistis was made up by several spiteful siblings. Legare has been charged with several offences including attentioned kidnapping, break-and-enter with intent and worning a dispuse with committing an indicable set. Legare is being defanted in custody and will appear in court Thursday for a bail hearing.

Her mother has battled ovarian can cer for nearly five years and recently

ly disagree with her opinion about radi-cal medical treatment for the family's A family member on the other side of the dispute told the Free Press on Monday Legare is having difficulty coping with the reality of her mother's health.

Wednesday to pull the terminally iii woman into a waiting rental vehicle with licence plates that had been concealed The plan was folled when Legare's stepfather returned home quicker than

herself with a stolen wig and glasses conducted surveillance on her mother's home near Stonewall and then tried last

picked Mom

Bouchard

up & took

Legare admits other relatives strong

who has power of attorney, and the dispute hear resulted in their foraiges being high by Logare against one brother and many allogations of wrongdoing from hy both sides. Legare said attacks also been falsely accused by some family members of having drug and alcohol addictors and hear of having mentally ill. The search more wiews clear this past summer when she had cook and the search of the

Legare visit her in person anymore. Legare had been allowed to come to

existing bail order, but the condition was deleted upon the mother's request and Manitoba to see her mother under her only telephone or written communica-

The mother apparently had a change of heart as her health grew worse last month when she asked Legare to come to Winnipeg, according to RCMP. tion was allowed.

⇒ make, moint predirespress, mb.ca

"She doesn't have to die. We can get her down to the clinic and give her a chance to live. But they can't do a thing

So-year-old financial planner from British Columbia is sitting him a Winnipeg jail cell after being charged with a plot to kidnap her dyno 76-year-old mother and take her to an experimental medical facility in Frans. Mariene Legare allegedly disguised

Brother Andy

By Mike Mointyre

took a turn for the worse, according to police and family members.

Legare admits she's also been locked in an ugly ongoing battle with family members over medical care for her

Legare said she recently convinced her mother to take another shot at going back to the Burzynsky Clinic in Hous-

father, who suffered a serious head injury after slipping outside a church in December 2004. Legare claims some of her siblings have tried to bave him committed, which she has resisted.

There have also been struggles over The elderly woman had previously gone down with Legare in early 2005

"She is in a fairly advanced stage of cancer, But I guess (Legare) is under the impression that she'll get better. She's not waking up to the reality," said the man, who didn't want his name pub-

election, allegedly finding his cancer-stricken wife resisting attempts to remove her, RCMP Sgt. Steve Saunders

expected from voting in the municipal

medicated) station &

LO RCMP he laid

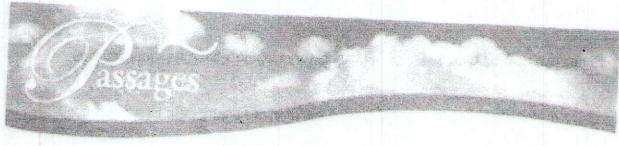
her(then heavily

Legare fled the scene empty-handed and headed to the Winnipeg Interna-

charges.)

& Avastin approved December 2006

treatment my mother was receieving in Texas at international PET Scan now available 6 months later, in Manitoba,



Obituary

JEANNETTE VAN STEELANT, (published on January 06, 2007)



JEANNETTE VAN STEELANT (BOUCHAND), nee GERVAIS(R is with deep secress and heavy hearts that the family wishes to announce a tearful farewer to Jeannette on Wednesday January 3, 2007, at the Stonewall Hospital She left the danchess and pain and entered eternal rest following a courageous three year battle with cancer Jeannette will be forever remembered by her beloved husband Robert Van Steplant, as well as his mother Greta Van Steelant, and good friends Briain and Flora Wealah. Also left to forever cherish her memory are her children, Andre (Angela) Bouchard, Jerry (Sheria) Bouchard, Leona Bouchard, Mariene Legare, Helene (Doug) Johnson, Lynda (Robert) Staub, Claire Demery, Doreen Bouchard, their father, Lionel Bouchard, and son-in-law Andre (Margaret) Chabot, 25 grandchadzen, seven great-grandchadzen as well as friends and loved ones too numerous to mention. She will also be lovingly remembered by her four brothers. Fernand (Denise), Ernest (Mariette), Calbert (Pauline) and Rene Gervais; and four sisters Yvelte (Laurent) Houde, Simone (Ray) Lambert, Claudette (Phillip) Li Heureux and Dores (Ted) Thormbert Jeannette was predeceased by her parents, Edouard Gervais (1968). Simone (Gervais) Hebert (2003), Emile Hebert (1979) sister Lucalle (2000), sister-in-law Pat Gervais (2003), and also waiting to greet her on her new journey is her daughter Beatrice (Andre) Chabot (1985). Born in Elle, Jeannette altended her school years in St. Eustache. She worked at various Elie Restaurants and went on to work for Government Services in Whospeg from 1985 to 1995 until her retirement. Sine was a interest and outgoing lady whose love and nurturing were bountifully evident in all her relationships. We will always remember her loving heart and devotion to family. She was our inspiration and she will two on in our hearts forever. Mass of Christian Burial will be objectisted on Tuesday, January 9. at 10:30 a.m. in St. Paul the Apostle Roman Catholic Church, 2400 Portage Avenue, with Rev. Fr. Mark Tarrant presiding Interment will follow in the St. Bondace Cemetery 917 Archibald Street. To Those have Loved and Those who have loved me There is a time to be Som. A Time to Live and now it's Time To Walk the Path God laid for Me My life has been full Weep Not. I Will Walk Beside you Everyday. Til we meet Again Love. Jeanneste As you were you will always be Treasured forever in our memory. We'll mass you and We Thank You Morn! Feace! leave You my Peace I give unto You not as the world giveth give unto you Let not your heart se tire their centres let it be attract John 14 - 17 Jeannette's arrangements have been a drusted to the Family Owned Fullerar Chapet of WOUCIK'S ALL BELIEFS FAITHS FUNERAL CHARGE CREMATORIUM 807 - 4865

affidavit of Lional Bouchard sworn before me at Maple Ridge this 12 day of Apr 192011

A Commissioner for taking Affidavits



Manitoba Transfer of Land

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

being

B9396

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:

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

ORIGINAL HOMESTEAD HOUSE

do hereby in consideration of the sum of ONE DOLLAR and other valuable consideration 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 LICNEL 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 2

day of

February

A.D. 10 84

SIGNED by the said

in the presence of

Encumbrances referred to CAUCATS 34438 and 84-6488

Address of the Transferoe is Box 200

IFAIE MAN. TOBA

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HOME STEPIO

HIVLY WHEHCHEU NO COVITACT OI DER HOUNST MOUNE Bouhard & mariene regaré in place JAN 29/2006 This agreement will confirm that Marlene Legare will drop all charges including all No Contact Orders placed on January 29, 2006 against André Lionel Bouchard In return for the above we the undersigned agree that we will not remove our father Lionel Andre Bouchard from his home. Our father will notify Marlene Legaré should he decide to move. This will conferm that Andre Xionel Bouchard agrees to pay Doub's nent Dated; January 30, 2006 when he moved envay from Signed: Marlene is allowed to rees, I her father at any time Denied Visitation Rights By Andy Boy chard. Tionel Bouchard * And Sient Him mortalin Escripa and Angela Bouchard mailene Regare Marlene Legaré Lionel Exchard moved against his Will to St. Eustache Manor Feb. 15/20060 BY SON ATOORE BOUCHARD October 26, 2010

My name is Susie Waldner. I work as a senior caregiver from Winnipeg. I have known Lionel Bouchard for many years having grown up in St. Eustache, a small town neighboring Elie.

I was present the day Andy Bouchard offered to buy the family homestead from his father, Lionel Bouchard. The agreement included the provision that his father remain in his home for the rest of his life, paper work Lionel shared with me and destroyed when Andy Bouchard, Lynda Staub, Angie Bouchard and Claire Demery cleaned out his house against Lionel's wishes while he was in the hospital in January 2006.

After witnessing Andy, Lynda and Claire's behavior towards their father over the years, it is my firm position that Lionel needs a protection order at the very least. Furthermore, he needs a provision in this protection order so that the order not be varied or contested.

I have witnessed Andy screaming at his father Lionel on numerous occasions at the farm. Over the years, Andy has refused to pay what was rightfully due his father, in essence robbing his father of a carefree retirement. Lionel now has to pay rent in addition to loosing the income from a room he rents out.

At the Holiday Inn, I saw Lynda and Claire pushing their clearly distraught father into Lynda's car against his will. at a family gathering.

When at the St. Eustache Manor, his three children, Andy, Lynda and Claire took turns isolating and restricting access to Lionel in person or by telephone.

Then in August 2008, I learned that Mike and Lionel had gone to the farm to get some of Lionel's personal items as arranged by their respective lawyers. Upon arriving at the farm, Lionel told me Andy had a psychiatrist in his truck with him—the same one Andy had taken his father to several times prior. This upset Lionel as obviously Andy had no intention of negotiating his returning home, rather Andy was still on his quest of two years prior to commit his father.

The reason Andy, Lynda and Claire are doing this to their father is because they want to take his legal, moral rights and freedom away, make him a ward of the court and in the process do away with their father, example Andy telling Marlene while Lionel was in the hospital recovering from a fall, that Lionel was never going home.

At the Grace Hospital, Andy told Marlene and myself that he had been looking to place his father in a mental institute in Portage La Prairie. This was early in the recovery stage of the concussion.

The third week in August 2008, Lionel came over with Mike Slegers. Lionel was acting totally out of character. He was terrified Mike would hear us talking, so he requested we sit in Mike's truck while Johnny Lafreniere, who I do home care for at his home in St. Francois, went out to the gazebo in the back with Mike. Lionel was very nervous in the house, not wanting to answer any questions. I felt that something had happened at Mike's and learned that Andy who now was over often, had provided Mike with a cellular to keep in contact, yet they had taken away Lionel's cellular and hidden it. Prior to this Lionel had not had contact for seven months when Lionel left wanting to get away from the pressure of his children went to live with Marlene in B.C. who then assisted and paid for her father to obtain legal representation.

I learned that the new 2007 Caravan Marlene had provided for her father's exclusive use, had been locked up in Mike's shed and a fifth wheel placed in front of the locked doors, on the pretext that trees might fall on the vehicle. Mike insisted that Lionel place the keys to his older Dodge van in the kitchen drawer in the event Mike needed to move the van in order to cut his grass. None of this made any sense to me. Knowing Lionel as well as I did, I knew he was being threatened and he feared for his life if he spoke out. Threats obviously had been made against Lionel to comply and to pressure him to give up his rights to his home. I saw Lionel as Mike's captive and believe that Mike was following Andy's instructions to ensure Lionel was never left out of his sight as it was obvious Lionel was not free to come and go or call anyone as he pleased. Mike informed me that Claire had stated that Andy would be paying Mike for returning their father to them and the figure of \$5,000 was mentioned. The RCMP had to be called in to assist the two private investigators hired by Lionel's lawyer to retrieve Lionel's 2007 Caravan which had been locked up on Andy's direction.

Later that night, I received a call asking to drop off the contents of the van, and then the driver reconsidered. It is then that both Johnny and I watched all night until 3:30 a.m. or later as Andy Bouchard and Mike Slegers hid in the bushes across the street obviously waiting for the van to pull up. Johnny and I later reported the incident to the Headingley RCMP as it was obvious that Andy and Mike had been waiting to ambush the van and we were concerned if they had any weapons with them as they lay in wait for the van to arrive.

Lionel's belongings had been thrown haphazardly; jam packed into the van as Andy was furious he had been made to turn over the van ruining a lot of his possessions in the process.

Lionel who had offered to drive Johnny and I to Winnipeg as neither of us drive, was now restricted in his driving by Mike and Andy.

Based on their past actions, I believe that Lionel's three children, and now Mike Slegers will never, going forward, ever let their father live in peace. Rather it is my belief they will continue to harass Lionel until he gives in and signs away his rights to his home and what is still due him or is pushed prematurely in the grave with stress, etc.

I understand the reason the original protection order was set aside was due to the fact that Lionel was unable to attend court for medical reasons.

Lionel is in grave danger without a protection order and I am voicing my very real concerns to the court and will hold the justice system responsible should anything happen to Lionel at the hands of his children, as the Court has been warned of what has transpired over the years and it has a duty to protect individuals – especially vulnerable seniors such as Lionel Bouchard.

Susie Waldner

308 339 Country Club

Winnipeg, MB

864-2466

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

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

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

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

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

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

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

Yours truly,

HOOK & SMITH

FILE COPY

Winston F. Smith, Q.C.

WFS/ca Enclosure

cc. The Law Society of Manitoba

cc. Lionel Bouchard

cc. Chapman Goddard Kagan

Attention: Kelly Land, Solicitor for André Bouchard

Please Proceder gill Complaint Lionel Bouchard

Alena General - Wediengriou NO 5341320 Where an instrumen egistered that does not conform with the form Manitoba Consumer and instrument prescribed by regulation, the Registrar General and the Dist.... Corporate Affairs Registrar disclaim liability for loss resulting from the non-conformance. Land Titles DISCHARGE Form 12 Destrict of PORTAGE LA PRAIRIE 1. APPLICANT(S) include address and postal code LIONEL ANDRE BOUCHARD, c/o 12345 - 23411 Street, Maple Ridge, B.C. V2X 0N7 see schedule 2 NATURE OF APPLICATION Full Discharge of Instrument No. 1112240 X Caveat Mortgage Other (specify) Partial Discharge of Instrument No. Mortgage Caveat Other (specify) 3 LAND DESCRIPTION Complete only for a Partial Discharge. DO NOT Complete for a Full Discharge. THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF SWORN BEFORE ME AT THE CITYOF YMORK RIDYE IN THE PROVINCE OF British Columbia THIS 7 DAY OF A RAY 20.509 CHERYL BENNEWITH THE MABER(S)1901750 & 1901751 see schedule 4 SISMATURE OF APPLICANT(S) Sinke out inappropriate statement(s) and initial Pess ascharge the above instrument A FULL all money due or to grow due on same has been paid. * PAST only as to the land set out in Box 3, acknowledged. 2 The above instrument has not been assigned except as follows: DATE YMD LIONEL ANDRE BOUCHARD 2008 Signature Winess Name

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CANTS (include address) LIGHT ANDRE BOUCHARD, c/o 12345 -	234th Street, Maple Ridge, B.C. V2X ON7
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ough there is, of course, no legal restriction in the parties to a conflict discussing resolution of issues buween themselves, there are a few reasons why I would suggest they not do so in this case until the terms of any settlement are finalized between counsel. In saying this, I realize that your client may be looking for suitable accommodation for his father, but I suggest even this step be guided by counsel to ensure we are all on the same page.

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

- (a) In the circumstances of this case there is a presumption on your client of undue influence in achieving any settlement of any issues between father and son that would not be arguable if the settlement process were conducted between their respective counsel and, thus, they each have received independent legal advice:
- (b) Your client apparently brought Dr. Bruce Jamieson to the Sunday meeting of the parties to discuss settlement, much to the surprise of my client and Mr. Slegers. I am advised that Dr. Jamieson apparently conducted an interview of my client and pronounced him capable of handling his own affairs! If your client did in fact invite this doctor to be present to examine my client, he has acted inappropriately to say the least and clearly has attempted to prejudice my client's rights; and
- (c) As I told you over the telephone on Tuesday, last, at that same meeting your client presented my client with two discharges of the two caveats our office registered against the farm lands. Apparently, they were drafted by a daughter of my client, Lynda Staub, who is an employee of the Land Titles Office. Such action was also inappropriate in view of the fact that this action is an obvious attempt to take advantage of my client and, once again, to prejudice his rights by having him discharge his legitimate claims against his son. This is particularly reprehensible behavior in the face of their knowledge that their father has legal counsel.

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

Thank-you,

Winston

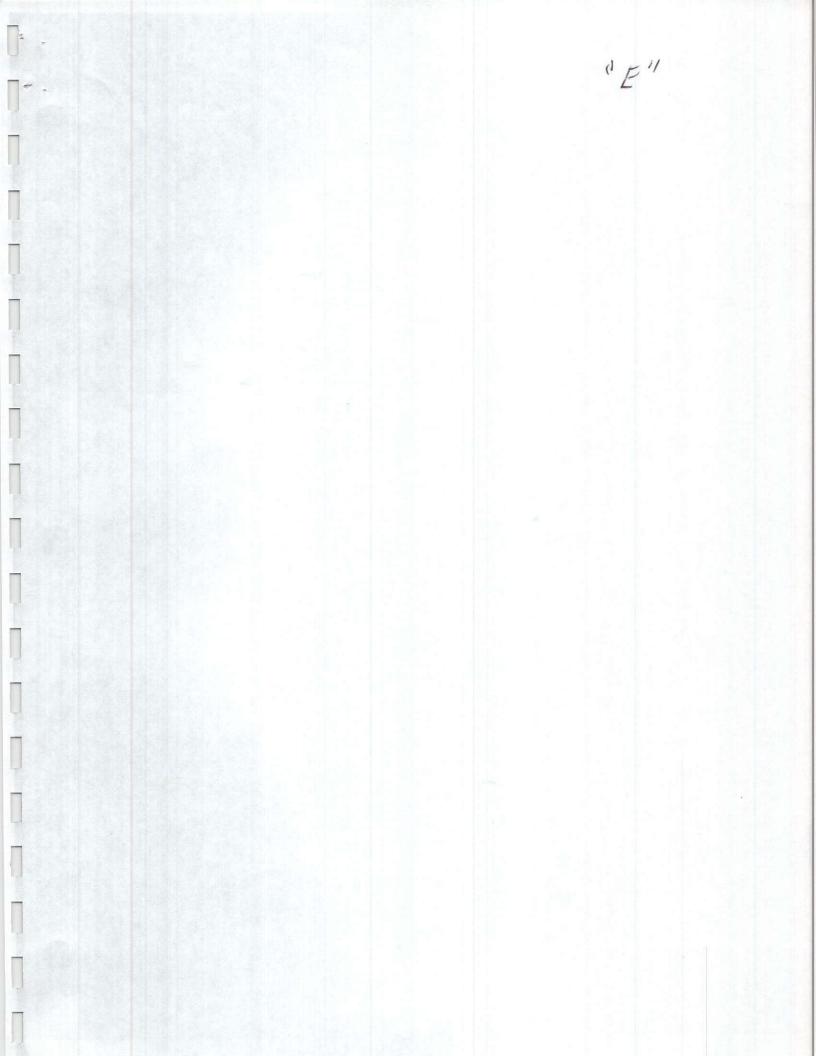
Winston F. Smith, Q.C. Hook & Smith Barristers, Solicitors & Notaries Public 201-3111 Portage Ave. Winnipeg, Manitoba R3K 0W4 off: 204-885-4520

fax: 204-837-9846 res: 204-488-0765 cel: 204-955-0001

email: wsmith@hookandsmith.com

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No virus found in this incoming message.



Actions of Andy, Lynda, Claire

Pros:

Other than the mandatory Christmas, Easter, family reunions and birthday meals, I can not think of anything they did willingly, out of the goodness of their heart, out of love for me, their father.

Cons:

- 1. After my slip and fall, Andy, Lynda and Claire surrounded me to take advantage of my condition.
- On December 21, 2005, they immediately set out to wipe out my memories, taking out 27 bags of personal belongings and destroying my past, my one and only memory of my father gone forever.
- 3. Andy and Lynda came to my hospital room on several occasions to try to get me to sign paperwork whereby, to get away from them, I had to hide in the bathroom.
- 4. Andy and Lynda presented me with a rental agreement, stating that I had to go to St. Eustache as there was home support, when in fact, I live six miles closer for home support to come to my home.
- 5. Andy told me that my tenant wanted to move in his wife and kids. Garth's wife is a nurse in Neepawa and would never relocate, her husband lives with me during the week and commutes on the weekend. His teenage daughters would not leave their present schools.
- 6. Andy was going around town telling everyone that I was "a goner" which insulted residents.
- 7. Andy refused to replace the refrigerator in my home as it had stopped working a month prior and my roommate had informed Andy who did not take care of it.
- 8. Andy came against myself and Marlene and set up a meeting at the Holiday Inn to convince his siblings to move me out of my home.
- 9. Andy stole both my cellular and Marlene's whereby having had enough we charged him with theft and a "No Contact" was put in place. Andy immediately breached the No Contact by sending his wife and sisters to force Marlene out of my home when the RCMP had previously assured her that Andy could not enforce his title which is what he did. Marlene was required to leave and not continue home support which she was going to do for a day or two until home support was rerouted from St. Eustache to my home in Elie.
- 10. Prior to that when Andy sold him the second half of the property, the agreement was to pay me fair market value. When I arrived at Andy's lawyer, he swiftly ushered me in to sign with no independent legal advice to rely on. I discovered that Andy had paid me \$675 an acre and not the going rate of \$1,200 an acre. Also, the life estate we agreed upon and the mortgage I held were not registered on title. Lynda who works at Land Titles could have ensured my rights were protected which would have prevented the turmoil I have been living in for the past five years.
- 11. Andy and Lynda and Claire took me to Portage to try to obtain a peace bond against Marlene to

- 11. Andy and Lynda and Claire took me to Portage to try to obtain a peace bond against Marlene to ensure she did not assist me with a lawyer to assert my rights. It was dismissed.
- 12. At the RCMP detachment in Headingley, Andy to further isolate me from Marlene who was assisting me commenced 18 investigations against her.
- 13. Andy, Lynda and Claire proceeded to put fear into me with their false allegations against Marlene, that she would burn my place down, wanted to move in, etc., etc., to cause division in order that I not retain a lawyer to enforce my life estate rights.
- 14. Andy, against the advice of the judge in Portage, moved me out of my home February 14, 2006, and into the St. Eustache Manor against my will. I believe I was drugged that morning, as I have no recollection of a peace bond application.
- 15. February 14, 2006, Andy had a psychiatrist, Bruce Jamieson, assess me at the Manor in St. Eustache.
- 16. Andy installed an unlisted phone and ordered me not to give out the number or to answer my door.
- 17. Andy posted 24/7 "guards" to ensure I had no contact with Marlene or friends or family who were upset at my having been moved to ensure I have no support.
- 18. Andy made sure that someone was with me at all times. I was escorted to coffee in Elie in order that no one spoke to me that Andy did not approve of as well as to Church.
- 19. On one occasion at least, Andy posted a security guard from a security firm to stay overnight and guard me.
- 20. Andy, in writing, promised to pay my rent. In fact, he only paid one half or \$200 a month.
- 21. Andy buried some of my paperwork in the backyard which I found when he ordered me to clean the bushes as condition to get my annual mortgage payment.
- 22. While being one half owner, Andy refused to split the net farm income for 12 years.
- 23. Andy took advantage of my good nature and had me work at times 14 days straight, long hours on his combines, whereby he charged \$125 an hour and paid me \$10 and then \$12 an hour. He did not compensate me for my gas or use of my cellular or for the maintenance I did on his 3 or four combines. I saved him money when one combine caught fire.
- 24. Andy blocked my motor home one summer whereby I had to get farmers with heavy equipment to move the farm equipment he deliberately positioned in front of it.
- 25. The steering column was damaged at one time this while Andy was the only one who had a key to his shed.
- 26. Another time, Andy threw out my tire rim and by mistake I then took a rim which caused damage to my motor home.

- 27. In 2008, I had to get assistance from the RCMP in order to retrieve my motor home.
- 28. Andy took my gun in to the RCMP out of sheer malice and it took me six trips and a lot of paperwork in order to retrieve it.
- 29. In one year, Andy passed off some of his income on my T-4 which caused my tax rate to increase whereby I now had to pay income tax, this according to my accountant who was displeased by it.
- 30. Andy, Lynda and Claire refused to allow me to take a trip to the Bahamas paid for by Marlene as a Christmas present in 2006, yet they allowed me to take my older van, in the middle of winter for three day trip to Kenora in sub-below temperature to visit my brother.
- 31. Andy told relatives not to allow Marlene to stay in their homes after forcing her out of my home.
- 32. Andy took my van one year to take his family to Mexico and did not compensate me for all the mileage he put on it.
- 33. Another time Andy took my motor home to Disneyworld, offered me no compensation and returned it with a matching bedspread missing and did not offer to replace it.
- 34. Andy stole trees from me, approximately 35, which I noted when I returned from delivering grain dryers in the States whereby he had tree removing equipment on my property. I later learned he gave some to Lynda and exchanged some for wood flooring in his cottage in Kenora.
- 35. When I won us a car after going to him to ask him if he was interested in going in halfers with a \$10 ticket because I felt lucky. Andy sold the car but refused to show me the bill of sale and presented me with \$8,000 for a very expensive vehicle.
- 36. Andy, in the summer of 2006, destroyed my globe cedar and grape trees at the front of my house out of sheer malice.
- 37. Andy threatened to have me charged with trespass if I entered the house, this while I was on the property servicing his equipment. He turned off the outside water so I had to transport water for my favorite cat who eventually disappeared.
- 38. Andy used my cellular phone to call Marlene on her cellular while in Manitoba, and left me with a \$600 bill for me to pay.
- 39. Andy allowed me to pay the hydro, all the while refusing to allow me in my home.
- 40. Andy changed the locks on the house and on the shed so that I could not enter either.
- 41. Andy locked my motor home in 2008, and placed all the keys, spares included inside the unit. I had to call in CAA who discovered that the unit was disabled. Towing it to Elie Ford, they discovered that someone (Andy) had deliberately loosed up a connection so that they unit would not start.
- 42. At my ex-wedding, I attended a family gathering on the Monday only to be told that Claire stated "who invited him here" meaning me.

- 43. Over the years, after my divorce, I sold Andy and Angie the original homestead and moved across the bridge into a rancher I had built to suit my needs. At this time, I was not allowed in Andy's house (my former homestead) and the same in Portage La Prairie when he moved there after making a very good profit on the house as I had reduced the price to less than market value for sentimental reasons.
- 44. Andy did not contribute to the maintenance of the house after I had a life estate, nor did he pay at all times, his proper share of the property taxes, etc., hydro as my well was servicing two other home across the river which was condition when Andy sold the original homestead.
- 45. Andy made fun of me constantly when he visited his mother, my ex-wife.
- 46. Andy commenced the personal injury suit when I fell, and demanded to the lawyer that he get paid the first \$2,500 for his trouble in driving back and forth to the hospital, etc.
- 47. Andy initiated a power of attorney in his favour and Lynda, this while I was recovering in the hospital and then tricked me into signing it by placing it beneath insurance and driver license renewal papers.
- 48. Lynda came over one summer to help herself along with a friend to my strawberries, this without my knowledge, plants that had been hoed diligently by my then girlfriend who was upset.
- 49. Andy approached my roommate Garth McConnell as well as Joe Hofer to write a letter against me in order to try to commit me. They refused!
- 50. Andy deceived his siblings in believing the St. Eustache Manor was an assisted living complex, when it it a low rental Manitoba Housing with no amenities at the unit, no doctor, pharmacy, etc., and had them believing that was the case and why, in part, they came against Marlene.
- 51. Andy, Lynda and Claire ensured that my wife died in denying her the treatment in Texas which had proved to be working for her cancer. Instead Lynda and Claire and Helene took her to Mexico to operate on her needlessly, whereby she was sent home to die.
- 52. Lynda then proceeded to revise her mother's will, while heavily sedated under morphine, to exclude three of her siblings, and then transferred fraudulently her mother's property, unbeknownst to her mother or stepfather, jointly into her name and her stepfather's, which they did not learn of this until she finally registered the document three months later, at a time wen Andy had had Marlene breached for coming to visit her mother at the hospital after a call Andy himself initiated and then lay in wait to ensure Marlene was arrested and held for four months, until the charges were stayed.
- 53. Andy breached his No Contact several times, yet despite the RCMP admitting to this in their records, they took no action to ensure my safety or Marlene's.
- 54. Andy, Lynda and Claire pressured Crown not to drop the false charges they had accused her of.
- 55. When Andy found out I was requesting the No Contact be removed that I was not aware of, Andy once again had Crown try to reverse the order and even extend the term of probation, No Contact.