

This is Exhibit " C " referred to in the affidavit of Lucretia Andre Baichard sworn before me at Maple Ridge this 8 day of Apr 18 2011

W. [Signature]
A Commissioner for Taking Affidavits

[Signature]
[Signature]

WITNESSED in the presence of
[Signature]
[Signature]

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 11090 S

March 28, 2008

REGISTERED MAIL

Mr. Jack Blogg *Blogg*
c/o Bouchard Drive
General Delivery
Elie, Manitoba R0H 0H0

Dear Mr. Blogg:

Re: Lionel Bouchard home at SE ¼ 14-11-3 WPM

We are lawyers to Lionel Bouchard and understand you are living in his home by the permission of landowner Andre Bouchard.

Please be advised that Lionel Bouchard has a life interest in the subject house and land and intends to return to live there, or at least maintain his right to do so. You are in occupation of the house without the permission of our client.

Accordingly, you are to vacate the premises on or before April 6, 2008 and return the keys to the house to our offices on or before April 7, 2008.

We look forward to your anticipated cooperation.

Yours truly,
Hook & Smith

COPY

Dennis A. Smith
DAS/ceo
cc: Mr. Andre Bouchard



ANDY BREACHED NO CONTACT ORDER AGAINST HOME!
Bouchard & Marlene Legaré in place JAN. 29/2006!

This agreement will confirm that Marlene Legaré 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 André Bouchard from his home. Our father will notify Marlene

Legaré should he decide to move.
Lionel Bouchard
Dated: January 30, 2006

This will confirm that André agrees to pay Dad's rent when he moves away from the farm.

Signed:

Lynda Staub
Lynda Staub

Marlene is allowed to visit her father at any time.

Claire Demery
Claire Demery

André Bouchard
André Bouchard

Denied Visitation Rights BY Andy Bouchard!

Lionel Bouchard
Lionel Bouchard

Angela Bouchard
Angela Bouchard

Marlene Legaré
Marlene Legaré

* Andy signed when no contact in force the day before!

Lionel Bouchard moved against his will to St. Eustache MANOR
Feb. 15 / 2006! BY SON ANDRÉ BOUCHARD

This Agreement made this 11th day of February, 2006

Between:

ANDRE BOUCHARD,

Son, of the first part,

And


LIONEL BOUCHARD,

Father, of the second part,

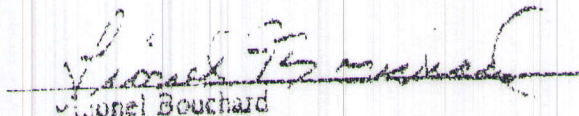
NOW WITNESSETH THAT:

- 1) Lionel Bouchard has agreed to live at the St. Eustache Manor effective immediately to alleviate safety concerns;
- 2) Andre Bouchard has agreed that he will pay the rental expenses for Lionel Bouchard for the months of February, March and April, 2006 at the St. Eustache Manor;
- 3) It is agreed that the family house located on Bouchard Drive in Elie will remain vacant until June 1st, 2006 and Lionel Bouchard will be given access to the family farm should he wish to visit or spend part of the day on the premises.
- 4) It is agreed between the parties that Lionel Bouchard will be allowed to return to live on the family farm on June 1st, 2006 should he so choose, at which time a new Agreement will be prepared between the above two parties.

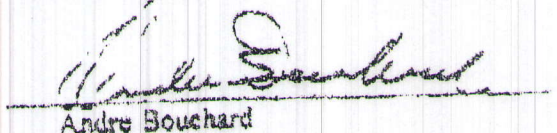
SIGNED THIS 11TH day of February, 2006.



 Witness



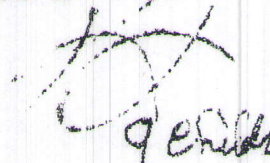
 Lionel Bouchard



 Andre Bouchard

Handwritten notes:
 The agreement is made in triplicate
 one for each party
 one for the notary
 the 11th day of February 2006

A BARRISTER-AT-LAW
 REGISTERED IN PROVINCE OF QUEBEC



APPLICATION

1. The applicant makes application for such interim or final orders as the court may grant against the respondents pursuant to subsection 37 (1) of *The Court of Queen's Bench Act, C.C.S.M. c. C280*, and to *Rules 60.03 and 60.09* of the *Court of Queen's Bench Rules* including:

(a) an order evicting the respondent Jack Bock from the land and premises legally described as follows:

SE ¼ 14-11-3 WPM, EXC
FIRSTLY: THE WLY 990 FEET PERP
SECONDLY: PLANS 2215 PLTO AND 28648 PLTO
THIRDLY: ROAD PLAN 1205 PLTO

and commonly known in the Elie community as Lionel Bouchard's family home located on Bouchard Drive in Elie, Manitoba (hereinafter called "the Lionel Bouchard home");

(b) an order that the respondent, André Lionel Bouchard, immediately deliver vacant possession of the Lionel Bouchard home to the applicant;

(c) an order granting leave to issue a writ of possession to the Sheriff of Manitoba in favour of the applicant directing the Sheriff to enter and take possession of the Lionel Bouchard home;

(d) an accounting of and an order to pay to the applicant, all revenues received by the respondent, André Lionel Bouchard, or payable by the respondent, Jack Bock, for the use and occupation of the Lionel Bouchard home;

(e) costs of this application on a solicitor and own client basis;

(f) such further and other relief as this Honourable Court deems meet.

2. The grounds for the application are:

(a) *The Court of Queen's Bench Act, supra, section 37(1);*

Marlene Legare, CFP

From: Winston Smith [wsmith@hookandsmith.com]
Sent: Wednesday, July 16, 2008 3:13 PM
To: 'Marlene Legare, CFP'
Subject: RE: Bouchard Possession Application
Attachments: Applicant's Brief.doc; Affidavit c.a.doc

Marlene.

Attached are the documents we talked about today:

- (1) Affidavit of my secretary, Carrie, that went to prove that Andy, through his counsel, was aware of the proceedings so that I could prove compliance with the Rules regarding the period of service; and
- (2) My Motion Brief, which I covered today before the court and, until Andy's lawyer said they had some document signed in March, 2006, in which Lionel released his life interest, the court was leaning to granting our application for possession. Once the court heard there was some "release" in their possession, of course, no order of possession could be given. I complained to the court that the document could have been faxed to my office long before today.

Will fax the release relating to the claim and the above mentioned document when I receive the latter document from Land.

Regards,

Winston F. Smith, Q.C.
Hook & Smith
Barristers, Solicitors & Notaries Public
201-3111 Portage Ave.
Winnipeg, Manitoba
R3K 0W4
off: 204-885-4520
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No virus found in this incoming message.

Checked by AVG - <http://www.avg.com>

Version: 8.0.138 / Virus Database: 270.5.0/1555 - Release Date: 7/16/2008 6:43 AM

Marlene Legare, CFP

From: Winston Smith [wsmith@hookandsmith.com]
Sent: Wednesday, July 30, 2008 11:11 AM
To: 'Solomon~Wise Consulting'
Subject: RE: Lionel Bouchard v. Andre Bouchard & Jack Bock - Transcript of July 16, 2008

Marlene.

Thanks for the transcript of the July 16th proceedings before Madam Justice Greenberg at which time she adjourned the matter of the Possession and Access Application we have made on behalf of your father, Lionel Bouchard, in order for him to regain possession of his home in which he has a life interest. The matter was set over to today to allow for filing of the respondent's affidavit material.

Today, Mr. Kelly Land appeared on behalf of the respondent. He requested a date for the argument and I requested the court hear the matter today as I had notified Mr. Land of the urgency of this matter. Mr. Justice Sinclair advised that he was unable to hear the matter today and recommended that counsel seek a fixed summer date from the court office. That date is now Wednesday, August 13, 2008, at 10:00 am assuming no cross examination on any affidavit. I advised the court I would not be cross examining the respondent and Mr. Land is to confirm to me ASAP that he will not be cross examining your Dad on his affidavit. The respondent's counsel said he would have his brief filed and a copy over to me by August 6th.

Meanwhile, as a result of my statement that your Dad was not even allowed to gain access to his equipment on his home property, Mr. Land advised that he would recommend to his client that his father could have access to recover his own property and would send over a letter to that effect. Following the court hearing I suggested to Mr. Land that his letter should set forth the notification steps required to access the property. Also, in view of the fact that your Dad was required to secure the assistance of the RCMP to obtain his motor home a month or so ago, I have recommended to your father, for his safety, to have his good friend, Mike Slegers, accompany him onto the property every time he goes there to obtain his things.

Regards,

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

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RIGHT OF OCCUPANCY AGREEMENT

BETWEEN:

LIONEL BOUCHARD
Hereinafter called "the Vendor"

-and-

ANDRE LIONEL BOUCHARD
Hereinafter called "the Purchaser"

WHEREAS the Vendor has sold the following land to the Purchaser:

SE 1/4 14-11-3 WPM exc. 1stly: The Wly 990 feet prap; secondly: Plane 2215 and 28648 PLTO; 3rdly: Road Plan 1205 PLTO:

AND WHEREAS the parties have agreed that the Vendor is to retain the right to continue to occupy the residence on the said land as long as they wish to do so during their lifetimes:

NOW THEREFORE the parties hereto agree each with the other as follows:

1. The Vendor shall have the personal right to occupy the residence on the land for as long as they desire, on a rent free basis.
2. The Vendor shall have free and unrestricted access to and from the residence.
3. During their occupancy of the residence, the Vendor shall pay all utility costs and shall repair and maintain the residence, excepting only reasonable wear and tear.
4. The Purchaser shall be responsible for all structural repairs to the residence and replacing the furnace and hot water tank when required.
5. During their occupancy of the residence, the Vendor shall pay, within 30 days of notice from the Purchaser, that portion of any municipal, school or provincial taxes levied against the land that relates to the residence.
6. During the life of this Agreement, the Vendor is responsible for maintaining fire insurance on his personal possessions, as he sees fit, and the Purchaser shall maintain fire insurance on the residence.

This is exhibit B
and is of Lionel Bouchard
and before me at St. John's
this 21 day of July, 2006

A BARRISTER AT LAW
ENTITLED TO PRACTICE IN THE PROVINCE OF MANITOBA
PAGE 11


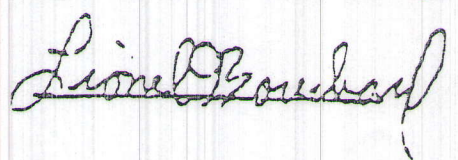
- 7. (a) Should the structure of the residence be damaged by fire or other cause, but the residence remains habitable, the Purchaser shall undertake appropriate repairs as soon as is reasonably practicable; the Purchaser shall not be obligated to put the residence into a condition better than it was prior to being damaged. The Vendor shall take all necessary steps to facilitate the repairs.
- (b) Should the structure of the residence be damaged by fire or other cause so that it is no longer habitable, the Purchaser shall have the sole right to decide whether or not to rebuild the residence but must so decide within 15 days of the damage occurring. If the Purchaser choose not to rebuild then this agreement shall terminate forthwith. If the Purchaser chooses to rebuild then the Vendor's right of occupancy shall resume when the residence is again habitable and, until then, the rights and obligations created by this Agreement are suspended.
- 8. The rights provided to the Vendor by this Agreement are personal to the Vendor and may not be assigned, encumbered or conveyed in any fashion. Without limiting the foregoing, this Agreement does not allow the Vendor to lease or otherwise give up possession of the residence to any one except the Purchaser.
- 9. Upon the death of the Vendor, or if the Vendor during his lifetime vacates the residence permanently, the right of occupancy created by this Agreement is terminated and the Purchaser shall have immediate and exclusive possession of the residence, without compensating in any way the Vendor or his heirs, successors or assigns.
- 10. Time shall be in all respects of the essence hereof.
- 11. This agreement shall be binding upon each of the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement this 23 day of September, 2002

SIGNED In the presence of:



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**AMENDING AGREEMENT TO
RIGHT OF OCCUPANCY AGREEMENT**

BETWEEN:

Witnessed by F. [unclear] to in the
E. [unclear] Lionel Bouchard
E. [unclear]
this 31 day of July A.D. 2015

LIONEL BOUCHARD

Hereinafter called "the Vendor"

-and-

ANDRE LIONEL BOUCHARD

Hereinafter called "the Purchaser"

WHEREAS the parties hereto entered into a Right of Occupancy Agreement, a copy of which is attached hereto (hereinafter called "Occupancy Agreement")

AND WHEREAS the Occupancy Agreement provided for the Vendor to live in the residence on the property he sold to the Purchaser.

AND WHEREAS the Vendor has had serious health problems and both parties have agreed that it is necessary to amend the Occupancy Agreement.

NOW THEREFORE the parties hereto agree each with the other as follows:

1. Paragraph 9 of the Occupancy Agreement is hereby deleted and the following paragraph substituted in its place:
 9. (a) The Vendor cannot allow any other person to live in the residence for any reasons and this includes any family care-givers, and health workers. Should the Vendor become mentally incompetent or physically ill so that he cannot live in the residence by himself then he must vacate the residence immediately and the right of occupancy created by this Agreement is terminated and the Purchaser shall have immediate and exclusive possession of the residence, without compensating in any way the Vendor or his heirs, successors or assigns.
 - (b) Upon the death of the Vendor, or if the Vendor during his lifetime vacates the residence permanently, the right of occupancy created by this Agreement is terminated and the Purchaser shall have immediate and exclusive possession of the residence, without compensating in any way the Vendor or his heirs, successors or assigns.

2. All other clauses in the Occupancy Agreement shall remain as is.
3. This Amending Agreement shall take effect the day it is signed.
4. Time shall be in all respects of the essence hereof.
5. This agreement shall be binding upon each of the parties hereto and their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement
this 30 day of March, 2006

SIGNED in the presence of:

Michelle Dumais

)
)
)
)
)
)
)

Lionel Bouchard
Lionel Bouchard
Andre Bouchard
Andre Bouchard