

G

à usage d'habitation

This form of Agreement is prescribed under The Residential Tenancies Act (the Act) and applies to all residential tenancies in Manitoba. Two copies must be made and signed by both Landlord and Tenant. One copy must be given to the Tenant within 21 days after it is signed.

La présente formule de convention est prescrite en vertu de la Loi sur la location à usage d'habitation (la Loi) et s'applique à toutes les habitations locatives au Manitoba. Deux exemplaires doivent être remplis et signés par le locateur et le locataire. Un des exemplaires doit être remis au locataire dans les 21 jours qui suivent sa signature.

This Tenancy Agreement is made in duplicate between:
La présente convention de location, faite en double exemplaire, est conclue entre:

Km B26-25

MANITOBA HOUSING AUTHORITY
CENTRAL DISTRICT OFFICE
21 TUPPER STREET W.
PORTAGE LA PRAIRIE, MANITOBA

Name / address / numéro de téléphone of Landlord/nom, adresse et numéro de téléphone du locateur

andrei
Andrei Bouchard
Name of Tenant/nom du locataire

Address of Rental Unit/Adresse de l'unité locative

The Landlord shall rent to the Tenant the rental unit at the following location:
Le locateur loue au locataire l'unité locative située à l'adresse suivante:

6-1 PR 248W + Gout Road, St. Eustache, MB, R0H 1H0

Term of Tenancy/Durée de la location

2. Complete either (a) or (b):
Remplir l'alinéa a) ou b).

a) Fixed Term Tenancy/Location à durée fixe

The tenancy is for a fixed term beginning on 20 and ending on 20
La période de location commence le 20 (the termination date) et se termine le 20 (date de résiliation)

Unless the tenancy has been terminated in accordance with the Act, the Landlord shall offer the Tenant a renewal of this agreement at least three months before the termination date. If the Tenant does not sign and return the renewal at least two months before the termination date, this agreement will expire on the termination date. *J'A moins qu'il n'ait été mis fin à la location conformément à la Loi, le locateur offre au locataire de renouveler la convention au moins trois mois avant la date de résiliation. Si le locataire omet de signer et de retourner la formule de renouvellement au moins deux mois avant la date de résiliation, la convention prend fin à la date de résiliation.*

b) Periodic Tenancy/Location périodique

The tenancy is periodic, beginning on 20 and continuing on month to month
s'agit d'une location périodique commençant le 20 et se poursuivant ensuite month to month (week to week, month to month etc / semaine après semaine, mois après mois, etc.)

Amount of Rent Payable/Montant du loyer exigible

3. The Tenant agrees to pay the Landlord on the 1st day of every month in the following amount:
Le locataire s'engage à payer au locateur, le 1^{er} jour de chaque month le loyer suivant:

Note: both columns are to be completed if a rent increase is due on the rental unit before the termination date of this agreement. *Note: remplir les deux colonnes si une augmentation de loyer deviendra exigible à l'égard de l'unité locative avant la date de résiliation de la présente convention.*

Effective / À compter du February 14 2016

Effective / À compter du March 1 2016

For rental unit: Pour l'unité locative:	<u>\$ 206.00</u>
For <u>0</u> parking places: Pour <u>0</u> places de stationnement:	
Other (specify): Autre (préciser):	
Total Rent Loyer total:	
Less Discount (if any): Moins le rabais (s'il y a lieu):	
Rent Payable: Loyer exigible:	<u>206.00</u>

For rental unit: Pour l'unité locative:	<u>\$ 384.00</u>
For <u>0</u> parking places: Pour <u>0</u> places de stationnement:	
Other (specify): Autre (préciser):	
Total Rent Loyer total:	
Less Discount (if any): Moins le rabais (s'il y a lieu):	
Rent Payable: Loyer exigible:	<u>384.00</u>

Services and Facilities/Services et installations

4. The Tenant shall pay for the following services, facilities and utilities:
Le locataire s'engage à payer les services, installations et commodités suivants:

internet cable TV, parking



Rural - North Central District Office
B18 - 25 Tupper Street N
Portage la Prairie, MB R1N 3K1

Phone: (204) 239-3680 1-866-440-4663
Fax: (204) 239-3680

LANDLORD REFERENCE CHECK FORM

Application Number: <u>163642</u>	Agency/Landlord Name: <u>Susanne Moran</u>
Applicant Name: <u>Lionel Bouchard</u>	Phone Number: <u>239-3688</u>
Completed By: <u>Jason Pratt</u>	Positive Reference: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Address: <u>6 - 1 Allarie Street, S</u> <u>St. Eustache, MB</u>	

How long was/is the length of tenancy? From: February 2006 To: May 2007

How much was/is the tenant's rent? \$395 Was/is the rent paid in full? Yes No EIA Direct Payment

How often did/does the tenant pay rent late?
 Constantly Occasionally Never

Was/is there a history of NSF cheques?
 No Yes If yes, how often? _____ times

Were/are there outstanding rental arrears?
 No Yes If yes, what is/was the amount for? Rent: \$ _____ Damages: \$ _____

Has the tenant made efforts to repay the amount owing? No Yes Outstanding Balance: \$ _____

Were/are there any nuisance/disturbance issues? No Yes
 If yes, what was the nature of these disturbances? _____ How often? _____
 Was there any police involvement? No Yes

Did the tenant provide proper notice prior to vacating? No Yes Still Lives There
 How much notice was/is the tenant required to give the landlord prior to vacating? _____ Months

What was/is the condition of the unit the tenant occupied?
 Good
 Fair
 Fair (but requires some cleaning)
 Repairs & Damages in the amount of \$ _____
 Still lives there
 Unknown

Was this tenant ever served a Notice of Termination? No Yes
 If yes, what was the notice for?
 Non-payment of Rent
 Damages/Cleaning
 Nuisance/Disturbance
 Other, please explain _____

Would you rent to this tenant again? No Yes
 If no, why? _____

Comments: _____



Housing Eligibility Points Calculation - Effective May 2007

Application # **163642**
 JPRATT / 8/15/2008 / 02:32 PM

AFFORDABILITY

Rent-to-Income

Household Type	Eld
Monthly Rent	\$400
Monthly Utilities	\$0
Monthly Income	\$1,300
Rent and Utilities as % of Income	% 31
RTI Points	1

Assets

Needs type	
Assets amount	\$0
Assets deduction	\$0
Net Assets	\$0
Assets Points	5

HIL

HIL Area	Rural South - Other Urban Market Areas
# of bdrms required	StudioOr1Bdrm
HIL Points	5

ADEQUACY

Physical Condition	0
Heating	0
Accessibility	0
Kitchen Facilities	0
Bathroom Facilities	0
Light/Air	0
Recreation Space	0
Unsanitary Conditions	0
Overcrowding	0
Adequacy Points	0

SUITABILITY

Medical/ Illness/Disability	0
Homeless	0
Family Separation	0
Notice to Vacate	0
Need to Leave Parental Home	0
Homeless- temporary	0
Unable to maintain home	0
Proximity to support services	0
Suitability Points	0

SUMMARY

Affordability	11
Adequacy	0
Suitability	0
Subtotal	11
Needs Type	0
Total Points	11

g/c

	Applicant / Demandeur	Co-Applicant / Codemandeur
Is your current source of heat adequate? / Votre chauffage est-il suffisant à l'heure actuelle?	<input checked="" type="checkbox"/> adequate / suffisant <input type="checkbox"/> not adequate / insuffisant If not adequate, please explain / S'il est insuffisant, veuillez expliquer	<input type="checkbox"/> adequate / suffisant <input type="checkbox"/> not adequate / insuffisant If not adequate, please explain / S'il est insuffisant, veuillez expliquer
Please describe your current kitchen facilities: / Veuillez indiquer si votre cuisine est :	<input checked="" type="checkbox"/> private / privé <input type="checkbox"/> shared / partagé <input type="checkbox"/> none / il n'y en a pas	<input type="checkbox"/> private / privé <input type="checkbox"/> shared / partagé <input type="checkbox"/> none / il n'y en a pas
Please describe your current bathroom facilities: / Veuillez indiquer si votre salle de bains est :	<input checked="" type="checkbox"/> private / privé <input type="checkbox"/> shared / partagé <input type="checkbox"/> none / il n'y en a pas	<input type="checkbox"/> private / privé <input type="checkbox"/> shared / partagé <input type="checkbox"/> none / il n'y en a pas
Are you/your family members able to access all rooms in your current residence? / Votre famille a-t-elle accès à toutes les pièces de votre résidence actuelle?	<input checked="" type="checkbox"/> yes / oui <input type="checkbox"/> no / non If no, please explain: / Dans la négative, veuillez expliquer :	<input type="checkbox"/> yes / oui <input type="checkbox"/> no / non If no, please explain: / Dans la négative, veuillez expliquer :
Is your current residence in need of any major repairs? / Votre résidence actuelle a-t-elle besoin de grosses réparations?	<input type="checkbox"/> yes / oui <input checked="" type="checkbox"/> no / non If yes, please explain: / Dans l'affirmative, veuillez expliquer :	<input type="checkbox"/> yes / oui <input type="checkbox"/> no / non If yes, please explain: / Dans l'affirmative, veuillez expliquer :
Does your current residence have any obvious unsanitary conditions? / Votre résidence actuelle a-t-elle des aspects insalubres évidents?	<input type="checkbox"/> yes / oui <input checked="" type="checkbox"/> no / non If yes, please explain: / Dans l'affirmative, veuillez expliquer :	<input type="checkbox"/> yes / oui <input type="checkbox"/> no / non If yes, please explain: / Dans l'affirmative, veuillez expliquer :
Please describe your current proximity to employment, educational facility or child's school/childcare, essential medical or support services / Veuillez indiquer si la distance à laquelle vous êtes de votre emploi, d'une garderie, d'une école ou d'un autre établissement d'enseignement, ainsi que des services médicaux et de soutien essentiels est	<input checked="" type="checkbox"/> adequate / suffisant <input type="checkbox"/> not adequate / insuffisant If not adequate, please explain / S'il est insuffisant, veuillez expliquer	<input type="checkbox"/> adequate / suffisant <input type="checkbox"/> not adequate / insuffisant If not adequate, please explain / S'il est insuffisant, veuillez expliquer
If you have children, is there a yard, park or play area nearby? / Si vous avez des enfants, y a-t-il une cour, un parc ou une aire de jeux dans les environs?	<input type="checkbox"/> yes / oui <input type="checkbox"/> no / non If no, please explain: / Dans la négative, veuillez expliquer : N/A	<input type="checkbox"/> yes / oui <input type="checkbox"/> no / non If no, please explain: / Dans la négative, veuillez expliquer :

Medical and Income Information

The Bureau will verify the information requested below once your eligibility is determined. If the applicant and co-applicant live in the same residence, please complete the Applicant column only. If the applicant and the co-applicant do not currently live in the same residence, please complete both the Applicant and Co-Applicant columns.

Part C: Renseignements médicaux et détails sur le revenu

Le Bureau des demandeurs vérifiera les renseignements demandés ci-dessous dès que votre admissibilité aura été déterminée. Si le demandeur et le codemandeur vivent actuellement dans la même résidence, seule la colonne du demandeur doit être remplie. S'ils ne vivent pas dans la même résidence, les deux colonnes doivent être remplies.

	Applicant / Demandeur	Co-Applicant / Codemandeur
<p>Do you or a family member have a medical condition, medical needs or a disability that is directly related to tenancy? (e.g. mobility/wheelchair access, etc.) / Avez-vous un problème médical, des besoins médicaux ou une déficience qui seraient directement liés à vos besoins en matière de logement, ou est-ce le cas d'un membre de votre famille? (problèmes de mobilité, déplacement en fauteuil roulant, etc.)</p>	<p><input type="checkbox"/> yes / oui <input checked="" type="checkbox"/> no / non If yes, please explain: / Dans l'affirmative, veuillez expliquer:</p>	<p><input type="checkbox"/> yes / oui <input type="checkbox"/> no / non If yes, please explain: / Dans l'affirmative, veuillez expliquer:</p>
<p>Are you currently receiving any income? (employment, pension, disability assistance, Employment and Income Assistance, Employment Insurance, etc.) / Avez-vous un revenu actuellement? (emploi, pension, allocation d'invalidité, aide à l'emploi et au revenu, assurance-emploi, etc.)</p>	<p><input checked="" type="checkbox"/> yes / oui <input type="checkbox"/> no / non If yes, what is your total gross (before deductions) monthly income? / Dans l'affirmative, quel est votre revenu mensuel brut (avant les déductions) total? \$ <u>1,300.00</u> \$ Income source: / Source de revenu:</p>	<p><input type="checkbox"/> yes / oui <input type="checkbox"/> no / non If yes, what is your total gross (before deductions) monthly income? / Dans l'affirmative, quel est votre revenu mensuel brut (avant les déductions) total? \$ _____ \$ Income source: / Source de revenu:</p>
<p>Do you have any assets (eg. Own property, RRSP's, GIC's, etc.)? / Avez-vous des biens (propriété, comptes en banque, REÉR, CPG, etc.)?</p>	<p><input type="checkbox"/> yes / oui <input checked="" type="checkbox"/> no / non If yes, what is the total value of your assets? / Dans l'affirmative, quelle est la valeur totale de vos biens? \$ _____ \$</p>	<p><input type="checkbox"/> yes / oui <input type="checkbox"/> no / non If yes, what is the total value of your assets? / Dans l'affirmative, quelle est la valeur totale de vos biens? \$ _____ \$</p>
<p>What is your current monthly rent / mortgage payment? (including hydro, gas, water.) / Quel est votre loyer ou votre versement hypothécaire mensuel? (y compris l'électricité, le gaz, l'eau)</p>	<p>\$ <u>400.00</u> \$</p>	<p>\$ _____ \$</p>
<p>Below, provide utility costs which are not included in your rent / En-dessous, fournissez le montant de vos commodités qui ne sont pas inclus dans votre loyer:</p>		
Monthly Heat Bill / Dépenses de chauffage mensuelles	\$ _____ \$	\$ _____ \$
Monthly Hydro Bill / Dépenses d'électricité mensuelles	\$ _____ \$	\$ _____ \$
Monthly Water Bill / Dépenses d'eau mensuelles	\$ _____ \$	\$ _____ \$
<p>If we are not currently paying rent as / we are temporarily staying at / Je ne paie (nous vivons) pas de loyer actuellement, je / ce que je vis (nous vivons) temporairement à l'endroit suivant:</p>	<p><input type="checkbox"/> Emergency Shelter / Refuge <input type="checkbox"/> Parent's Home / Domicile des parents <input type="checkbox"/> Friend's Home / Domicile d'un ami ou d'une amie <input type="checkbox"/> Another relative's home / Domicile d'un membre de la famille <input type="checkbox"/> Hotel, hostel, boarding house, group home, etc. / Hôtel, centre d'hébergement, pension, foyer de groupe, etc. <input type="checkbox"/> Other / Autre</p>	<p><input type="checkbox"/> Emergency Shelter / Refuge <input type="checkbox"/> Parent's Home / Domicile des parents <input type="checkbox"/> Friend's Home / Domicile d'un ami ou d'une amie <input type="checkbox"/> Another relative's home / Domicile d'un membre de la famille <input type="checkbox"/> Hotel, hostel, boarding house, group home, etc. / Hôtel, centre d'hébergement, pension, foyer de groupe, etc. <input type="checkbox"/> Other / Autre</p>



Canada Revenue Agency / Agence du revenu du Canada

RC143 E (04)

Page 1 of 2

Income Tax Return Information-Regular

LIONEL BOUCHARD PO BOX 81 ELIE ROH OH0	MB	Social Insurance Number 601 912 264	Tax year 2007
		Date of birth 22JAN 1924	Marital status DIVORCED
		Province of residence MAN	Date of assessment 13MAR 2008

Line	Description	Reported	Processed
113	Old age security pension		5,952
114	CPP/QPP benefits		6,942
146	Net federal supplements		4,158
150	Total income		17,052
236	Net income		17,052
---	Net income before adjustments		17,052
250	Other payments deduction		4,158
260	Taxable income		12,894
266	Foreign property		No
479	Provincial or territorial tax credits		-758.94
484	Balance calculated by taxpayer		-758.94
---	Balance before penalty and interest	Refund	-758.94
---	Balance from this assessment	Refund	-758.94
---	Final balance	Refund	-758.94
***** NON-REFUNDABLE TAX CREDITS *****			
300	Basic personal amount		9,600
301	Age amount		5,177
335	Non-refundable tax credits excluding donations		14,777
338	Net non-refundable tax credits		2,216
350	Total non-refundable tax credits		2,216
***** SCHEDULE 1 - FEDERAL TAX CALCULATION *****			
---	Total non-refundable tax credits		2,216
***** GST/HST CREDIT *****			
5009	Claim code		YES
***** ELECTRONIC FILING *****			

Released at the request of an authorized individual in accordance with Section 241 of the Income Tax Act.

Initials LL	Date 2008-08-18
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601 912 264 2007



CONSENT FORM / FORMULE DE CONSENTEMENT

GOVERNMENT-SUBSIDIZED RENTAL HOUSING PROGRAM /
 PROGRAMME DE LOGEMENTS LOCATIFS SUBVENTIONNÉS

FOR INTERNAL USE ONLY

- 100 - 185 Smith Street
Winnipeg, MB R3C 3G4
Ph: 948-4668
Fax: 948-2013
- 100 - 355 Kennedy Street
Winnipeg, MB R3B 3B6
Ph: 948-6272
Fax: 948-2014
- 15 - 659 Cavalier Drive
Winnipeg, MB R2Y 1Y1
Ph: 948-4788
Fax: 948-4528
- 289 Dufferin Avenue
Winnipeg, MB R2W 2X9
Ph: 948-3431
Fax: 948-2280
- 400A Logan Avenue
Winnipeg, MB R9A 0R1
Ph: 948-7823
Fax: 948-2082
- 312 Blake Street
Winnipeg, MB R3E 2Z4
Ph: 948-5870
Fax: 948-3879
- 600 Panet Road
Winnipeg, MB R2L 2B1
Ph: 948-8555
Fax: 948-3988
- Unit D - 1028 St. Mary's Rd.
Winnipeg, MB R2M 3S6
Ph: 948-4899
Fax: 948-8114
- 259 - 8th Street
Brandon, MB R7A 6X1
Ph: 1-800-851-8217
Fax: 204-726-6333
- Box 448, 32 Hudson Square
Churchill, MB R0B 0E0
Ph: 204-875-8838
Fax: 204-876-2672
- 27 - 2nd Avenue SW
Dauphin, MB R7N 9E5
Ph: 204-622-2092
Fax: 204-622-2198
- Box 1880, 122 - 5th Avenue
Gimli, MB R0C 1B0
Ph: 1-888-642-8086
Fax: 204-642-6063
- 828-25 Tupper Street North
Portage la Prairie, MB
R1N 8K1
Ph: 1-888-440-4569
Fax: 204-239-3690
- Box 1028, 117 - 2nd Ave. N
Roblin, MB R0L 1P0
Ph: 1-888-867-8126
Fax: 204-937-8348
- 102-235 Eaton Ave.
Selkirk, MB R1A 0W7
Ph: 1-800-441-5514
Fax: 204-788-8230
- Box 2550, 214 Flecher Ave.
The Pas, MB R9A 1M4
Ph: 1-800-778-4911
Fax: 204-623-0114
- Box 1670, 67 - 2nd St. N.E.
Altona, MB R0G 0B0
Ph: 204-324-5908
Toll Free: 1-800-480-5554
Fax: 204-324-5315

I /and my spouse, if applicable, hereby consent to the release, by the Canada Customs and Revenue Agency to The Manitoba Housing Authority, an agent of Manitoba Family Services and Housing, of information from my/our income tax returns, and other taxpayer information. The information will be relevant to, and used solely for the purpose of, determining and verifying eligibility for government-subsidized rental housing (public housing) under *The Housing and Renewal Corporation Act of Manitoba*, and will not be disclosed to any other person without my approval.

The authorization is valid for the most recently available of the two taxation years prior to the year of signature of this consent. It is also valid for the year of signature, and each consecutive taxation year following the year of signature, for which I/we request assistance.

I/we understand that, if I/we wish to withdraw this consent, I/we may do so at any time by writing to The Manitoba Housing Authority.

Par la présente, je soussigné(e), de même que mon conjoint ou ma conjointe, s'il y a lieu, consens(consentons) à ce que l'Agence des douanes et du revenu du Canada communique au Bureau de logement du Manitoba, un mandataire de Services à la famille et Logement Manitoba, des renseignements sur mes(nos) déclarations de revenus et tout autre renseignement confidentiel. Ces renseignements doivent être de nature pertinente et servir seulement à déterminer et à vérifier mon(notre) admissibilité au programme de logements locatifs subventionnés (logements publics) en vertu de la Loi sur la Société d'habitation et de rénovation du Manitoba. Ils ne peuvent être divulgués à aucune autre personne sans mon(notre) consentement.

Cette autorisation est valable pour la plus récente des deux dernières années d'imposition (précédant l'année de signature de cette formule) pour laquelle ces renseignements existent. Elle est également valable pour l'année où la formule est signée et pour chaque année d'imposition consécutive à celle de la signature pour laquelle j'aurai(nous aurons) présenté une demande.

Je sais(nous savons) que j'ai(nous avons) le droit de mettre fin à cette autorisation à tout moment en communiquant par écrit avec le Bureau de logement du Manitoba.

Name of Applicant: (please print) Lionel Bouchard
 Nom du demandeur: (en lettres moulées)

Applicant's SIN 601 912 264
 NAS du demandeur

Signature of applicant Lionel Bouchard
 Signature du demandeur

Date August 15 / 08
 Date

Co-applicant's/spouse's name: (please print) (if applicable)
 Nom du codemandeur ou conjoint: (en lettres moulées) (s'il y a lieu)

Co-applicant's/spouse's SIN _____
 NAS du codemandeur ou conjoint

Signature of co-applicant/spouse _____
 Signature du codemandeur ou conjoint

Date _____
 Date

H

1 THE WITNESS: Does it matter? He deserves to live
2 in peace.

3 THE COURT: He deserves to live how he wants to
4 live, however that might be, and not how everybody else
5 seems to want him to live, one way or the other. But I
6 don't think that there's anybody in this family that can
7 figure that out with him right now, because everybody's got
8 so much self-interest in moving him, or taking one side, or
9 taking the other side, or leaving him where he is.

10 So I'd really encourage you to contact his own
11 doctor, and see if you can get a gerontologist to come out
12 and talk to him in his surroundings, see how he's doing, and
13 then give you a report that at least will give you guys the
14 satisfaction of knowing that this is what he wants to do
15 right for now.

16 But in any event, somebody's going to have to step
17 up and do it, and so far, you look like the likely
18 candidate, from my point of view. I am sure your brother
19 isn't. But anyways, let's hear from your brother.

20 THE WITNESS: Thank you.

21

22 (WITNESS EXCUSED)

23

24 THE COURT: Yes, Ms. Legare. Stand up, and talk
25 to me.

26 MS. LEGARE: May I make a comment?

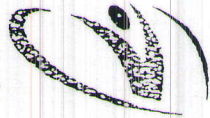
27 THE COURT: Yeah.

28 MS. LEGARE: My brother took my dad out of his
29 home last Thursday. All his neighbours, including his
30 brother-in-law, have been over to see Dad. He's not there.
31 There's a note on the door, saying he's gone. So he's --
32 and not only that, he's supposed to have home support every
33 morning. They've shown up, and Dad's not there for his home
34 support. So it will affect him. So this is my brother

Bruce Jamieson

Geriatric Services

Regional 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

Marlene Legare, CFP

From: Winston Smith [wsmith@hookandsmith.com]
Sent: Tuesday, November 18, 2008 2:19 PM
To: 'Marlene Legare, CFP'
Subject: RE: Lionel Bouchard
Attachments: Letter to Kelly Land 2008.11.14.doc

Marlene,

I note that I have not received Lionel's and your response to my email dated November 6th attaching the draft supplementary affidavit for Lionel to sign. Please respond as soon as possible.

Meanwhile, I have your emails with regard to Rohypnol and thank you for sending them to me.

As you are aware, there have been complaints that certain agreements or documents signed by your father have been induced by the illegal use of drugs. Even your father has suggested that he must have been slipped some drug before doing something because he has no recollection of the particular event. However, in the absence of specific proof that your father has been victimized in that way, it is insufficient proof that a particular document was, in fact, signed under such influence.

Your father can testify that he does not remember events and he can suggest that it may have been related to receiving a drug. But where there is no forensic proof of his being drugged at a particular time I cannot place that type of information in your father's Affidavit. The Court would not permit it as it is too inflammatory to be accepted as proof without forensic proof by an independent witness.

Therefore, the excuse of "drugged" as the reason why the Release regarding Lionel's land payment claim and the trees should be invalidated is not possible. I much prefer the argument that the Release is inaccurate as to the legal description and there was no opportunity afforded your father to obtain independent legal advice before he signed the document.

With regard to the Release and the other documents that bear Michelle Dunbar's signature, it is my recommendation that I interview her and ascertain her recollection of the circumstances relating to the execution of each of those documents where she was present as a witness. If you approve I will arrange to meet her, but please provide her contact information.

Meanwhile, attached is a copy of my response to Mr. Land about where we are at in the life estate and claim matters.

I look forward to receipt of some payment towards my outstanding account.

Regards,

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

I

February 7, 2006

Claire Demery
Box 938
Teulon, MB R0C 3B0

David M. Bradley

Telephone: 204-947-1456
Email: dbradley@wilderwilder.com
Assistant: Renee Poiron
Email: rpoiron@wilderwilder.com

Dear Madam:

**Re: Lionel Bouchard – Power of Attorney
Our File No. 260005/DMB**

Further to our recent conversation, as per your request, enclosed herewith please find a copy of the General Enduring Power of Attorney executed by your father in your favour.

If you have any questions please feel free to contact me at your convenience.

Yours truly,

WILDER WILDER & LANGTRY

Per:
DAVID M. BRADLEY

DMB/jm

GENERAL ENDURING POWER OF ATTORNEY

OF

LIONEL BOUCHARD

WILDER WILDER & LANGTRY

Barristers and Solicitors
1500 - One Lombard Place
Winnipeg MB R3B 0X3

Phone No. 947-1456
Facsimile No. 957-1368

Attention: David M. Bradley

GENERAL ENDURING POWER OF ATTORNEY

I, **LIONEL BOUCHARD**, of the Town of Eile, in Manitoba, by this general power of attorney do appoint:

CLAIRE DEMERY

of the Town of Teulon, in the Province of Manitoba,

to be my true and lawful attorney for me and in my name, place and stead and for my sole use and benefit to exercise any or all of the following powers in addition to all powers otherwise conferred by any law.

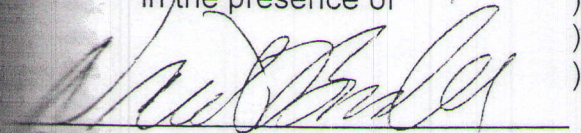
1. To demand, sue for, recover and receive from any person or persons whomsoever, all and every sum or sums of money, securities for money, debts, legacies, goods, chattels, effects and things whatsoever which now are or is, or which shall or may hereafter appear to be due, owing, payable or belonging to me, for any reason;
2. To enter into any safe deposit box or vault in my name and to add to or remove the contents therefrom;
3. To sign, execute and deliver receipts, releases, certificates, conveyances, surrenders, assignments, satisfaction pieces, discharges or other like documents as may be required on such terms and conditions as my said attorney or attorneys shall think fit, which receipts whether given in my name or that of my attorney shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof;
4. To examine, settle, liquidate and adjust all or any account or accounts, between me and any person or persons whomsoever;
5. To sign, draw, make or endorse my name to any cheque or cheques or order for payments of money, bill or bills of exchange or note or notes in which I shall be interested or concerned, as shall be required and also in my name to draw upon any banks, trust companies, credit unions or other financial institutions, individual or individuals for any sum or sums of money that is or are or may be to my credit or which I may be entitled to receive, and the same to deposit in any financial institution or withdraw from same from time to time as I could do;

293

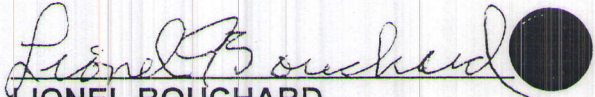
The powers and authority herein granted to my said attorney or attorneys shall continue notwithstanding any bankruptcy or mental incompetency of me, LIONEL BOUCHARD.

IN WITNESS WHEREOF I, have hereunto set my hand and seal this 27th day of January, A.D., 2006.

SIGNED, SEALED AND DELIVERED)
in the presence of)



Barrister-at-Law entitled to practice
and for the Province of Manitoba


LIONEL BOUCHARD

J


Barring Statement Pursuant to Petty Trespasses Act
C.C.S.M. c.P50

TO: MARLENE LEGARE

Mr. Lionel Bouchard and Mr. Andre Bouchard hereby state that you do not enter into, come upon, pass through or in anyway trespass upon the land or premises of Mr. Lionel Bouchard and Mr. Andre Bouchard at the Rural Description of SE 1/4 14-11-30.

Notice is hereby given that your entering into, coming upon, passing through or in anyway trespassing upon the said land, will result in the swearing of information against you and your prosecution under the *Petty Trespasses Act* without further notice to you.

Dated this 14th day of February, 2006


MICHAEL CLARK
MYERS WEINBERG LLP
Barristers and Solicitors
724 - 240 Graham Avenue
Winnipeg, Manitoba R3C 0J7
Solicitors for Lionel and Andre Bouchard

LIONEL DOES
~~NOT~~ NOT RECALL
SEEING MICHAEL
CLARK OR APPLYING
FOR A Peace Bond Feb. 14


Barring Statement Pursuant to Petty Trespasses Act
C.C.S.M. c.P50

TO: MARLENE LEGARE

Mr. Lionel Bouchard hereby states that you do not enter into, come upon, pass through or in anyway trespass upon his premises at the St. Eustache Manor, room #6.

Notice is hereby given that your entering into, coming upon, passing through or in anyway trespassing upon said premises, will result in the swearing of information against you and your prosecution under the Petty Trespasses Act without further notice to you.

Dated this 20th day of February, 2006


Lionel Bouchard

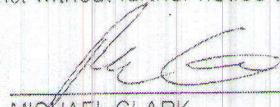
Barring Statement Pursuant to Petty Trespasses Act
C.C.S.M. c.P50

TO: MARLENE LEGARE

Ms. Angela Bouchard and Mr. Andre Bouchard hereby state that you do not enter into, come upon, pass through or in anyway trespass upon the land or premises of Mr. Angela Bouchard and Mr. Andre Bouchard at the Rural Description of Parish Lot 127 - 64047 Road 34 West, Portage La Prairie, Manitoba.

Notice is hereby given that your entering into, coming upon, passing through or in anyway trespassing upon the said land, will result in the swearing of information against you and your prosecution under the *Petty Trespasses Act* without further notice to you.

Dated this 14th day of February, 2006


MICHAEL CLARK
MYERS WEINBERG LLP

K

February 7, 2006

Claire Demery
Box 938
Teulon, MB R0C 3B0

David M. Bradley

Telephone: 204-947-1456
Email: dbradley@wilderwilder.com
Assistant: Renee Poiron
Email: rpoiron@wilderwilder.com

Dear Madam:

**Re: Lionel Bouchard – Power of Attorney
Our File No. 260005/DMB**

Further to our recent conversation, as per your request, enclosed herewith please find a copy of the General Enduring Power of Attorney executed by your father in your favour.

If you have any questions please feel free to contact me at your convenience.

Yours truly,

WILDER WILDER & LANGTRY

Per:
DAVID M. BRADLEY

DMB/jm

EXHIBIT 6

Brigitte Rivard

From: Claire Demery [REDACTED]
Sent: Tuesday, March 04, 2008 8:52 PM
To: Brigitte Rivard
Subject: line of credit

Hi Brigitte,
I have not heard or seen my Dad in over a month. I have tried numerous times to call him but he does not return my calls. I would like you to cancel my Dad's Line Of Credit at the Caisse Populaire D'Elie until further notice. His account is 2-4. Please notify me if you hear from him. Thank you, Claire Demery

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 11090S

March 28, 2008

Elie Credit Union
10 Main Street East
Elie, Manitoba
R0H 0H0

Via Fax: (204) 353-2101

Attention: Brigitte Rivard

Dear Sirs/Mesdames:

Re: Lionel Bouchard

We are lawyers for Lionel Bouchard and understand that based on the instructions of his daughter, Claire Demery, you have cancelled his Line of Credit.

Please be advised that Claire Demery is not Mr. Bouchard's Power of Attorney and therefore does not have lawful authority over such matters. Kindly advise what document Ms Demery presented to you as evidence of her authority and whether or not it was an original.

Kindly also reinstate the Line of Credit and provide us with a letter confirming what accounts and loan facilities Mr. Bouchard has with your institution.

Yours truly,
Hook & Smith

COPY

Dennis A. Smith
DAS/ceo

Caisse

ELIE

Bureau administratif
Administrative Office
Case postale 36
10, rue Main Est
Elie (Manitoba) R0H 0H0
Tél./Tel. (204) 353-2283
Téléf./Fax. (204) 353-2101
www.caisse.biz

Succursales / Branches:

- Elie
- Marquette
- Saint-François-Xavier
- Saint-Laurent

March 5, 2008

Mr. Lionel Bouchard
P.O. Box 81
Elie, Manitoba
R0H 0H0

Dear Mr. Bouchard:

Re: Your Line of Credit

As per the notice attached, this letter is to notify you that we have cancelled your Line of Credit with the Caisse Populaire effective today. There is no longer a hold on your insured savings that you have with us.

If you have any questions, please do not hesitate to come and see me.

Yours truly,



Brigitte Rivard

cc to Claire Demery (POA)

1 somebody in the family here?

2 MS. LEGARE: No. Just to my mom. I sold the
3 house, and paid my sister back, Lynda. She was paid in full
4 at the time of sale, which occurred last summer.

5 THE WITNESS: She does owe her sister in the
6 States.

7 MS. LEGARE: Oh, I owe her \$3,000. It's not much.

8 THE COURT: Okay. Okay. Okay. Okay. Thank you.
9 You can have a seat back there, Ms. Demery.

10 THE WITNESS: Can I ask one more thing?

11 THE COURT: Yeah.

12 THE WITNESS: I was never asked to be power of
13 attorney. I never knew about it.

14 THE COURT: Yeah.

15 THE WITNESS: And now I was told that there's a
16 sworn document, affidavit of execution, that is missing. I
17 do not have -- I do not have the original power of attorney.
18 Should I have this, and all the information that goes with
19 it? Where is the sworn affidavit that was saying that
20 somebody was there to witness Dad signing this? Like I

21 said, I never, I never asked for --

22 THE COURT: Well, I -- yeah --- unfortunately,
23 you're asking a judge questions that should be asked of a
24 lawyer, and that's what I would do.

25 THE WITNESS: Okay.

26 THE COURT: As far as power of attorney is
27 concerned --

28 THE WITNESS: Like, who --

29 THE COURT: -- your dad can make one out when he
30 feels like it, if he has, if someone determines that he's
31 still in his right mind to do so, so as far as -- yeah.
32 Like, all of those questions should be asked of a lawyer.

33 THE WITNESS: Okay.

34 THE COURT: There is certainly nothing criminal

L

EXHIBIT 7

CONFIDENTIAL

Fax Cover Sheet

Date : February 19, 2008

Pages : 1

To : Brigitte Rivard

From : Lionel Bouchard

Fax: 204-353-2101

Fax: 604-467-5630

Phone : 204-353-2283

Phone : 204-781-6387

Subject : Duplicate bank statements

As per my telephone conversation, I am requesting the following statements, namely December 2005, January 2006, & February 2006, for review with past income tax, as well as am questioning the disbursement of my OAS/ CPP funds as I have been denied receipts for that time period, this despite repeated requests. In addition, my statements went missing when I was abruptly removed from home February 15, 2006, and my attorney would like to ascertain whether there was any misappropriation of my funds during that period of time, hence my request.

In addition, my attorney has also requested the Caisse be reminded and abide by the Privacy of Information Act in not divulging ANY information contained in this request.

As time is of the essence to resolve the ongoing conflict between myself and my son, am requesting that these duplicate statements - especially of negotiated cheques by way of power of attorney (which was immediately revoked) as I have absolutely no recollection of having signed this document, at a time when I was recovering in the hospital.

Please fax these documents at your earliest convenience to # 604-467-5630 and debit my account for the cost.

This is your release from me to the Caisse in order to facilitate this transaction.

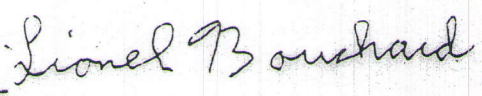
As I intend to be away until this situation is resolved once and for all, and in order to avoid any further family pressure, as recommended by my attorney, I find myself wanting to avail myself with access to online banking in order that I may meet my monthly commitments. My current banking card # is 501 7931 7610 087213 and request to be set up with an Access Code and P.I.N. # in order to facilitate this end. Also would like to view my ongoing Visa Desjardins transactions which I assume can be viewed under the same Access & P.I.N. #'s?

As I have made this request to you personally over the telephone, there should be no question as to my identity. Again, I cannot stress enough that my communication and any information contained in this fax be treated with utmost confidentiality as afforded under the Privacy Act.

I trust this request is in good order.

I appreciate your prompt attention to this matter and would like to thank you in advance for your cooperation in this delicate matter as I do not wish to involve any community members, hence retaining an attorney to enforce my rights.

Sincerely,



Lionel Bouchard
204-781-6387

Att. (2)
cc Attorney
cc MLA