

FD 09-01-92674.

THE QUEEN'S BENCH  
WINNIPEG CENTRE

BETWEEN:

LIONEL BOUCHARD

Applicant

and

ANDRE BOUCHARD

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.
3. 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 ludicrous 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)

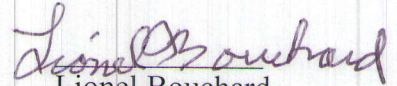
8. Andy and Lynda forced me to sign a tenant agreement as their condition of discharge from the hospital stating untruthfully that home care did not go to Elie but to St. Eustache and that I would be allowed to return to my home in the spring which they did not honour. Marlene when she discovered what was going on flew in from B.C. and took me to my home whereby Andy was furious and commenced a vicious 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

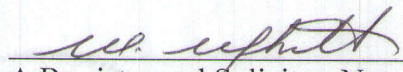
charge me with trespass if I ever set foot in the house, which he stated Sgt. Gibbs was aware of and when discussing this with Sgt. Gibbs, he had no idea what I was referring to. Andy, Lynda and Claire physically moved me from my home on February 14, 2006, after peace bonds against Marlene were dismissed 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 vicious 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 12 day of April 2011. )

  
Lionel Bouchard

  
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

This is Exhibit " A " referred to in the  
affidavit of Lionel Bouchard  
sworn before me at Maple Ridge  
this 12 day of April 192011  
[Signature]  
A Commissioner for taking Affidavits

# Oliver, Askew & Associates Inc.

15 - 1599 Dugald Road  
Winnipeg, Manitoba  
R2J 0H3

Telephone: (204)942-8002

Fax: (204)942-8220

## INVOICE

TO: 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. =		\$3,375.00
Auto: 1168 @ \$0.70/km. =		817.60
Hotel: \$168.59 x 2		337.18
Telephone		100.00
Meals		<u>85.02</u>
<b>Subtotal</b>		<b>\$4,714.80</b>
G.S.T. (5.00%)	\$4,714.80	235.74
R.S.T. (7.00%)	\$4,714.80	<u>330.04</u>
<b>TOTAL</b>		<b><u>\$5,280.58</u></b>

THIS IS EXHIBIT "H" REFERRED TO IN THE  
AFFIDAVIT OF .....  
Lionel André Bouchard  
SWORN BEFORE ME AT THE City of Maple  
Ridge IN THE PROVINCE OF British Columbia  
THIS 7 DAY OF May, 2009

CHERYL DENNEWITH  
Notary Public  
22361  
Maple Ridge, B.C. V2X 3C0  
407-1356

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)

O...er, Yaskiw & Associates ...C.

15 - 1599 Dugald Road  
Winnipeg, Manitoba  
R2J 0H3

Telephone: (204)942-8002

Fax: (204)942-8220

INVOICE

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

Date: August 29, 2008  
Our File No.: 108-13914  
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
Office Expenses:		<u>28.00</u>
<b>Subtotal</b>		<b>\$922.00</b>
G.S.T. ( 5.00%)	\$922.00	46.10
R.S.T. ( 7.00%)	\$922.00	<u>64.54</u>
		<b><u>\$1,032.64</u></b>

THIS IS EXHIBIT "I" REFERRED TO IN THE  
AFFIDAVIT OF

Liane Andre Boucard  
SWORN BEFORE ME AT THE City of Maple  
Ridge IN THE PROVINCE OF British Columbia  
THIS 7 DAY OF May, 2009

CHERYL BENNEWITH  
Notary Public  
201 - 3111 Portage Ave  
Winnipeg, MB R2J 0H3 V2X 3C1  
437-5555

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)



CANADA

PROVINCE OF MANITOBA

TO WIT

) IN THE MATTER OF Lionel André  
)  
) Bouchard, of the Town of Elie,  
)  
) in the Province of Manitoba.

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

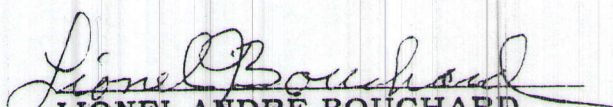
DO SOLEMNLY DECLARE THAT:


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.
2. 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.

5. 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 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*.

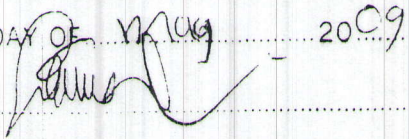
DECLARED before me at the )  
City of Winnipeg, in the )  
Province of Manitoba, the )  
19<sup>th</sup> day of August, 2008. )

  
LIONEL ANDRE BOUCHARD

  
A Notary Public in and for the  
Province of Manitoba

THIS IS EXHIBIT "D" REFERRED TO IN THE  
AFFIDAVIT OF

Lionel Andre Bouchard  
SWORN BEFORE ME AT THE City of Maple  
Ridge IN THE PROVINCE OF British Columbia  
THIS 7 DAY OF May 2009



CHERYL PENNEWITH  
2230 ...  
Maple Ridge, BC V2X 3C1  
467-5555

E  
F  
G  
H  
I



RECEIVED  
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, O.C.

Dear Winston:

Re: Lionel Bouchard  
Our File # I08-13861

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.

THIS IS EXHIBIT "E" REFERRED TO IN THE  
AFFIDAVIT OF  
Lionel André Bouchard  
SWORN BEFORE ME AT THE CITY OF Maple  
Ridge IN THE PROVINCE OF British Columbia  
THIS 7 DAY OF May 2009

CHERYL BENNEWITH  
Notary Public  
223  
Maple Ridge BC V2X 3C1  
607-5555

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, nor 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:



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





RECEIVED  
SEP 10 2008

August 29, 2008

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

Attention: Winston F. Smith, O.C.

Dear Winston:

Re: Marlene Legare  
Our File # I08-13914

THIS IS EXHIBIT 'F' REFERRED TO IN THE  
AFFIDAVIT OF

Lionel André Bouchard  
SWORN BEFORE ME AT THE City of Maple  
Ridge IN THE PROVINCE OF British Columbia  
THIS 7 DAY OF MAY 2008  
[Signature]

CHERYL BENNEWITH  
Notary Public  
223 [unclear] Ave  
Maple Ridge, B.C. V2X 3C1  
467-5555

ASSIGNMENT

As reported in our file I08-13861 (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 19<sup>th</sup> 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 5<sup>th</sup> 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. ST 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) 465-8964604-786-3454

INDEBTEDNESS IS HEREBY ACKNOWLEDGED IN THE SUM OF \$ \_\_\_\_\_ BEING ALL OF THE BALANCE OWING FOR REPAIRS, PARTS, & ACCESSORIES DESCRIBED IN THIS WORK ORDER  
 DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

G.S.T. VENDOR NO. 80680 6145 RT0001 ALL ITEMS ARE SUBJECT TO G.S.T.

CUSTOMER NO. 42563	ADVISOR GRAHAM MELLANDER	TAG NO. 30016	INVOICE DATE 10/23/08	INVOICE NO. CCCS25254
MARLENE M LEGARE 12345 2325T MAPLE RIDGE, BC V2X ON7	LABOUR RATE	LICENSE NO.	COLOUR INFERNO RED	STOCK NO. UT224765
		KILOMETRES 19,544	DELIVERY DATE 04/23/08	DELIVERY NO. 10 871
	YEAR/MAKE/MODEL 07/DODGE/G. CARAVAN/GRAND CARAVAN FV		SELLING DEALER NO. 9303	PRODUCTION DATE 03/08/07
	VEHICLE I.D. NO. 1 D 4 G P 2 4 R 1 7 B 2 2 4 7 6 5		R.O. DATE 10/23/08	DELIVERY DATE 04/23/07
RESIDENCE PHONE 604-465-5645	BUSINESS PHONE	COMMENTS		

LABOR & PARTS 338769  
 J# 1 03CCZ  
 COMPLAINT: GENERAL MECHANICAL TECH(S): 113  
 CORRECTION: REPLACE INTERIOR CARPET, DAMAGED. ICBC CLAIM. SEE GRAHAM  
 REPLACE COMPLETE INTERIOR CARPET  
 RE&RE SEATS AND TRIM PANELS AND STOW AND GO LOAD FLOOR.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	OYZ00XDH-AF	CARPET 23-0791001	628.00	615.00	615.00
				JOB # 1 TOTAL PARTS		615.00
				JOB # 1 TOTAL LABOR & PARTS		953.69

COMPLAINT: SHORTING DOWN TRANSMISSION. CUSTOMER NOTICED WHEN SHIFTING DOWN TRANSMISSION SHIFTS AT WRONG TIME. DIFFERENT THAN NORMAL. INTERMIT. NOTICED ON LONG TRIP.  
 CORRECTION: ROADTEST FOR TRANS OPERATION-CHECK FLUID LEVEL & CONDITION  
 CHECK FOR TRANS DTC'S-TSB'S & FLASH UPDATES.  
 TSB # 215016-07-REPROGRAM PCM AS PER SYMPTOM #1  
 PERFORM OUTCLEARN & ROADTEST

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00

COMPLAINT: MECHANICAL 1  
 CHECK AND REPORT ON WIPER ARMS. PASSENGER SIDE GOES WIPES PAST THE WINDSHIELD AT TIMES  
 CORRECTION: CHECK FOR CONDITION-NOT EVIDENT AT THIS TIME-NO TSB'S  
 ADVISOR COULD NOT DEMO... REMOVE CAPS & VERIFY ARM NUTS PROPERLY TORQUED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
				JOB # 3 TOTAL PARTS		0.00
				JOB # 3 TOTAL LABOR & PARTS		0.00

COMPLAINT: REPRO KEY  
 CUT AND PROGRAM 1 SENTRY KEY  
 CORRECTION: PROGRAM ONE KEY

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	05183683-AA	KEY 23-017-001	229.89	136.90	136.90
				JOB # 4 TOTAL PARTS		136.90
				JOB # 4 TOTAL LABOR & PARTS		151.99

COMPLAINT: SCRATCHES ON DRIVER SIDE AT BOTTOM OF DOOR. REMOVE STICKER ON L.R. OF REAR GLASS  
 CORRECTION: CUT POLISH SCRATCHES ON SLIDERS DOOR

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
				JOB # 5 TOTAL PARTS		0.00
				JOB # 5 TOTAL LABOR & PARTS		0.00



COMPLETELY SATISFIED

THIS IS THE MOST IMPORTANT MEASUREMENT OF OUR SERVICE.

IF YOU CANNOT GRADE US "COMPLETELY SATISFIED" PLEASE CONTACT YOUR SERVICE CONSULTANT



PARTS DIRECT

PH: 604-465-7911  
 FAX: 604-465-5181

Method of Payment

- Cash
- Cheque
- Visa
- M/C
- Bank Debit Card
- Charge

DUE TO ENVIRONMENTAL REGULATIONS THERE IS A NOMINAL FEE FOR THE COLLECTION AND DISPOSAL OF HAZARDOUS MATERIALS. SEE

OIL FILTERS, ENGINE OIL, COOLANT, TRANSMISSION FLUID, ETC.

Thank You  
 for your business

S.L.C. 811-14 Copyright © 1999 The Ramo and Ramo and Ramo Company (Canada) LTD. (800) 465-8931

MAPLE RIDGE  
119

MAPLE RIDGE, B.C. V2X 4T2  
FAX: (604) 465-9328  
www.mapleridgechrysler.com  
service@mapleridgechrysler.com



SERVICE DIRECT (604) 465-9328 / (604) 786-3454

INDEBTEDNESS IS HEREBY ACKNOWLEDGED IN THE SUM OF \$ \_\_\_\_\_ BEING ALL OF THE BALANCE OWING FOR REPAIRS, PARTS, & ACCESSORIES DESCRIBED IN THIS WORK ORDER.

O U T DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

INVOICE NO.	CCCS252540
STOCK NO.	UT224765
DELIVERY KILOM.	10,871
PRODUCTION DATE	03/08/07
IN SERVICE DATE	04/23/07

ENDOR NO. 80880 6145 RT0001  
42563

RENE M LEGARE  
45 232ST  
LE RIDGE, BC V2X 0N7

PHONE NO. 465-5645

LABOUR RATE	30016	GLEG	19,544	INVOICE DATE	10/23/08
YEAR/MAKE/MODEL	07/DODGE/G. CARAVAN/GRAND CARAVAN FW				
VEHICLE ID NO.	1 D 4 G P 2 4 R 1 7 B 2 2 4 7 6 5				
DATE	10/23/08				

DESCRIPTION: ENVIRONMENTAL CO

SUBMARY: 58-63 R-102493003

REGISTRATION: 20358

YEAR 2008	YEAR 2008	YEAR 2008
CHEQUE	8 8 8	
ISA **	8 8 8	
MASTERCARD	8 8 8	
INTERAC	8 8 8	
CHARGE #		

TOTAL LABOR	383.68
TOTAL PARTS	751.90
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	37.03
TOTAL MISC DISC	0.00
TOTAL TAX	140.71
<b>TOTAL INVOICE \$</b>	<b>1313.32</b>

BY WHO: KEY LOCATION, PAY TYPE

\*\*\*\*\*

TIME & TROUBLE !! LET US BOOK YOU FOR NEXT SERVICE NOW !! TO CUSTOMER! A plus sign (+) before job # denotes an authorized job: please initial these

CUSTOMER SIGNATURE



COMPLETELY SATISFIED

THIS IS THE MOST IMPORTANT MEASUREMENT OF OUR SERVICE.

IF YOU CANNOT GRADE US "COMPLETELY SATISFIED" PLEASE CONTACT YOUR SERVICE CONSULTANT



PARTS DIRECT  
PH: 604-465-7961  
FAX: 604-465-5109

- Method of Payment
- Cash
  - Cheque (Identification Required)
  - Visa
  - M/C
  - Bank Debit Card
  - Charge

DUE TO ENVIRONMENTAL REGULATIONS THERE IS A NOMINAL FEE FOR THE COLLECTION AND DISPOSAL OF HAZARDOUS MATERIALS, eg:

OIL FILTERS, ENGINE OIL, GLYCOL, TRANSMISSION FLUID, ETC.

Thank You for your business



*Van Contents Dropped off  
included oilrags + crickets.*

This is Exhibit " B " referred to in the  
affidavit of Lionel Bouchard  
sworn before me at Maple Ridge  
this 12 day of Apr 2011

[Signature]  
A Commissioner for taking Affidavits



LIONEL  
BICHARD  
HOMESTERO  
- ELIE -

# 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](mailto:bjamieson@pdgh.rha-central.mb.ca)

[www.rha-central.mb.ca](http://www.rha-central.mb.ca)

---

The document was reviewed at Room 8 office file 2nd  
by officer Sibbs. Marlene supplied the copy to lawyer

## 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 confidante. 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

I, Lionel Bouchard, born on JAN. 22/1924  
in ELIE, address Box 81, ELIE, MB. R0H0T0

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 criminally accused.



Declaration of intention:

Among other situations, the above directions and position should I be in a state of unconsciousness, or should my legal capacity or ability to give instructions may be or may be legal sense be impossible, or where any psychiatrist, practitioner, or law enforcement official or person asserts that situation requiring emergency intervention and/or treatment commitment law or similar legal authority.

This form was filled in by Marlene who supplied the form to David Bradley of Wilder + Wilder on Jan 27 at approx 12:00 when Marlene picked up Dad at the grave.

In the absence of my ability to give further directions or intention that this declaration be honored by my family and my legal right to refuse medical, psychological, psychiatric or surgical

Also signed POA on 2/ David had new POA on

The attorney(s) and other person(s) mentioned below are to institute appropriate proceedings on my behalf should the ab and have my permission herewith to proceed with what procedures necessary to rectify such a violation.

of Jan which was done + witness by Mr Chapman at a grave 15 days earlier. He never notified cops about this. Cops of this POA were notified by Chris Chuteau on approx the 14th of

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

\_\_\_\_\_  
\_\_\_\_\_

All medical doctors and their organizations as well as 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, guardian or any person with the legal or other right to take care of me or my

Signed X Lorel Bourdreaux Date JAN 27 2006

Address Box 81 ELIE MB

Name of Notary DAVID BRADLEY

Signature of Notary/Justice of the Peace/attorney etc. [Signature]

WINNIPEG MANITOBA  
At (place where signature is witnessed/notarized)

Before me on this date (date Notary witnessed the signature) JAN 27 2006

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

This is exhibit " C " referred to in the  
affidavit of Lionel Bouchard  
sworn before me at Maple Ridge  
this 12 day of Apr 13 2011

[Signature]  
A Commissioner for taking Affidavits



THE LATE (MOTHER) JENNINETTE & ROBERT VAN STEELAND  
~ DR. BURZYNSKI HOUSTON, TEXAS ~  
- JANUARY 2005 -

**BRODSKY &**  
**barristers COMPANY**

1212-363 Broadway  
Winnipeg, Manitoba  
R3C 3N9 Canada

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

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)

**Reply to MARK WASYLIW**  
**Direct line 940-4434**

June 29, 2006

**Personal & Confidential**  
**Solicitor/Client Privilege**

Ms. Marlene Legare  
12345 234<sup>th</sup> 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.

~~RADIO~~

Oct 16

Robert

I have decided to get cancer  
treatment in Texas

I do this on my own  
free will.

Love

Jeanette  
Van Stabant

I'll call you

V.I.P. TRAVEL  
3025 NESS AVENUE  
WINNIPEG MB R2Y 2J2  
PHONE: 204 832-1329 FAX: 204 832-1320

PNR LOC: KLANFQ  
AGENTS: 24J5GC

GST REGISTRATION: R105544563  
DATE: 16 OCT 2006  
INVOICE: 14060

NAME: LEGARE/MARLENE MS

VANSTEELANT/JEANNETTE MRS

MARLENE'S MOTHER

--ITINERARY--

FROM	TO	CARRIER	FLT/CL	DATE	DEP	ARR	ST
WINNIPEG	DENVER	UNITED	6562 E	17 OCT 06	147P	259P	OK
NONSTOP							
EQUIPMENT-CANADAIR JET							
				OPERATED BY-UNITED EXPRESS/SKY			
				SEAT- 1A 1B			
				1 WHEELCHAIR/S TO/FROM GATE AREA			
DENVER	HOUSTON/INTCON	UNITED	698 E	17 OCT 06	405P	723P	OK
NONSTOP							
EQUIPMENT-BOEING 737-500							
ARRIVES TERMINAL -A							
				SEAT-21A21B			
				1 WHEELCHAIR/S TO/FROM GATE AREA			
HOUSTON/INTCON	DENVER	UNITED	253 V	31 OCT 06	237P	405P	OK
NONSTOP							
EQUIPMENT-BOEING 737 JET							
DEPARTS TERMINAL -A							
				SEAT-17D17E			
				1 WHEELCHAIR/S TO/FROM GATE AREA			
DENVER	WINNIPEG	UNITED	6648 V	31 OCT 06	710P	1020P	OK
NONSTOP							
EQUIPMENT-CANADAIR JET							
				OPERATED BY-UNITED EXPRESS/SKY			
				SEAT- 7A 7B			
				1 WHEELCHAIR/S TO/FROM GATE AREA			

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

SUB TOTAL CAD 0.00  
AMOUNT DUE CAD 0.00

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



TOP NEWS

A3

winipegfreepress.com

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

— Mariene Legare

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

— Family member

# Bizarre abduction bid alleged

## Woman accused of trying to force cancer-stricken mom to leave country for treatment

By Mike McIntyre

A 56-year-old financial planner from British Columbia is sitting in a Winnipeg jail cell after being charged with a plot to kidnap her 76-year-old mother and take her to an experimental medical facility in Texas.

Mariene Legare allegedly disguised herself with a stolen wig and glasses, conducted surveillance on her mother's home near Stonewall and then tried last Wednesday to pull the terminally ill woman into a waiting rental vehicle with licence plates that had been concealed. The plan was foiled when Legare's stepfather returned home quicker than expected from voting in the municipal election, allegedly finding his cancer-stricken wife resisting attempts to remove her, RCMP Sgt. Steve Saunders said Monday. The woman was shaken up but not injured.

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

tional Airport, where she was arrested while sitting on a plane that was about to take her home to Maple Ridge, B.C.

"I just want her to live," Legare told the Free Press on Monday from an interview room at the Winnipeg Roman Catholic Centre. She says she's frustrated with the lack of medical care her mother is receiving in Canada.

"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 for her here."

Legare admits other relatives strongly disagree with her opinion about radical medical treatment for the family's sick matriarch.

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. "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-

lished.

"This really has become a quality-of-life issue."

Police accuse Legare of watching her mother's home and waiting until she was alone to gain entry by pounding on the door and windows and then forcing her self inside when the door was finally opened.

Legare has been charged with several offences including attempted kidnapping, break and enter with intent and wearing a disguise while committing an indictable act. Legare is being detained in custody and will appear in court Thursday for a bail hearing.

Her mother has battled ovarian cancer for nearly five years and recently took a turn for the worse, according to police and family members.

Legare said she recently convinced her mother to take another shot at going back to the Burzynski Clinic in Houston, Tex.

The elderly woman had previously gone down with Legare in early 2005

with great success, despite a price tag of nearly \$40,000, she claims.

But Legare claims several of her Manitoba-based siblings "poisoned" their mother into thinking it wasn't worth going back for another round of costly experimental treatment and that she should spend her final days in peace.

"They're treating it like she's already dead," she said.

This isn't the first time Legare has been accused of taking a criminal role in her parent's lives. She was charged in March 2006 with assaulting her 86-year-old father — a claim Legare strongly denies and insists was made up by several avaricious siblings.

Legare admits she's also been locked in an ugly ongoing battle with family members over medical care for her father, who suffered a serious head injury after slipping outside a church in December 2004. Legare claims some of her siblings have tried to have him committed, which she has resisted.

There have also been struggles over

who has power of attorney and the dispute has resulted in theft charges being laid by Legare against one brother and many allegations of wrongdoing from both sides. Legare said she's also been falsely accused by some family members of having drug and alcohol addictions and being mentally ill.

Legare's mother seemed to make her views clear this past summer when she told Crown attorney Colleen McDuiff she couldn't handle the stress of having Legare visit her in person anymore.

Legare had been allowed to come to Manitoba to see her mother under her existing bail order, but the condition was deleted upon the mother's request and only telephone or written communication was allowed.

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.

PET Scan now available 6 months later, & Avastin approved December 2006

in Manitoba, treatment my mother was receiving in Texas at international

Mike.McIntyre@freepress.mb.ca



Obituary

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



**JEANNETTE VAN STEELANT (BOUCHARD, nee GERVAIS)**: It is with deep sadness and heavy hearts that the family wishes to announce a tearful farewell to Jeannette on Wednesday January 3, 2007, at the Stonewall Hospital. She left the darkness 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 Steelant, as well as his mother Greta Van Steelant, and good friends Brian and Flora Walsh. Also left to forever cherish her memory are her children, Andre (Angela) Bouchard, Jerry (Shelita) Bouchard, Leona Bouchard, Marlene Logane, Helene (Doug) Johnson, Lynda (Robert) Staub, Claire Demery, Doreen Bouchard, their father, Lionel Bouchard, and son-in-law Andre (Margaret) Chabot; 25 grandchildren; seven great-grandchildren as well as friends and loved ones too numerous to mention. She will also be lovingly remembered by her four brothers: Fernand (Denise), Ernest (Marianne), Gilbert (Pauline) and Rene Gervais; and four sisters: Yvette (Laurent) Houde, Simone (Ray) Lambert, Claudette (Philip) L. Heureux and Doree (Ted) Thornbert. Jeannette was predeceased by her parents, Edouard Gervais (1968), Simone (Gervais) Hebert (2003), Emile Hebert (1979), sister Lucille (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 attended her school years in St. Eustache. She worked at various Elie Restaurants and went on to work for Government Services in Winnipeg from 1985 to 1996 until her retirement. She was a vibrant 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 live on in our hearts forever. Mass of Christian Burial will be celebrated 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. Boniface Cemetery, 917 Archibald Street. To Those I have Loved and Those who have loved me: There is a time to be Born, 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, Jeannette. As you were, you will always be. Treasured forever in our memory. We'll miss you and We Thank You Mom! Peace I leave You, my Peace I give unto You, not as the world giveth, give unto you. Let not your heart be troubled, neither let it be afraid. John 14: 17. Jeannette's arrangements have been entrusted to the Family Owned Funeral Chapel of WOJCIK'S ALL BELIEFS FAITHS FUNERAL CHAPEL CREMATORIUM 897 - 4665.



POWER OF ATTORNEY

LIONEL BOUCHARD  
GRACE HOSPITAL CAFETERIA  
~ JAN. 13, 2006 ~

"ANDY BOUCHARD" TRICKED HIS DAD IN SIGNING POWER OF ATTORNEY  
"LYNDA STAUD"

# Manitoba Transfer of Land

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

being registered owner

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

Lot 2, Plan 2215, P.L.T.O. in SE4 14-11-3 W.P.M.

218  
B9396

ORIGINAL  
HOMESTEAD  
HOUSE

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

all my estate and interest in the said land.

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

SIGNED by the said  
Lionel Bouchard

in the presence of

[Signature] } Lionel Bouchard

Encumbrances referred to: COVERTS 22498 and 24-0488

Address of the Transferee is Box 200  
ELIE MANITOBA

HINDY BREKHEU 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 Legaré 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

\* Ann 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

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 losing 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.**

.....1

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.

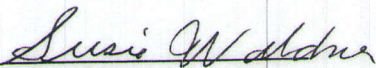
Lionel's belongings had been thrown haphazardly; jam packed into the van as Andy was furious he had been made to turn over the van ruining a lot of his possessions in the process.

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

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

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

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**

Per: **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 Proceed  
with Complaint  
Lionel Bouchard*

# DISCHARGE Form 12

District of PORTAGE LA PRAIRIE

1. APPLICANT(S) include address and postal code  
LIONEL ANDRE BOUCHARD, c/o 12345 - 234<sup>th</sup> Street, Maple Ridge, B.C. V2X 0N7

2. NATURE OF APPLICATION see schedule

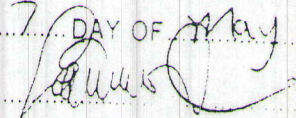
- Full Discharge of Instrument No. 1112240
  - Mortgage
  - Caveat
  - Other (specify) \_\_\_\_\_
- Partial Discharge of Instrument No. \_\_\_\_\_
  - Mortgage
  - Caveat
  - Other (specify) \_\_\_\_\_

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

Lionel Andre Bouchard  
SWORN BEFORE ME AT THE City of Maple Ridge IN THE PROVINCE OF British Columbia

THIS 7 DAY OF May 2009  


CHERYL BENNEWITH  
2295  
Maple Ridge, B.C. V2X 3C1  
467-5555

TITLE NUMBER(S) 1901750 & 1901751

see schedule

4. SIGNATURE OF APPLICANT(S)

Strike out inappropriate statement(s) and initial

Please discharge the above instrument  
~~IN FULL~~ all money due or to grow due on same has been paid.  
OR

~~IN PART~~ only as to the land set out in Box 3,

of \$ \_\_\_\_\_ acknowledged.

2. The above instrument has not been assigned except as follows:

DATE
Y M D
2008

LIONEL ANDRE BOUCHARD

Witness

Name

Signature

By signing this document, the applicant(s) and the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.



Charge

PORTAGE LA PRAIRIE

APPLICANTS (include address)

~~LIONEL~~ ANDRE BOUCHARD, c/o 12345 - 234th Street, Maple Ridge, B.C. V2X 0N7

NATURE OF APPLICATION

see schedule

Full Discharge of Instrument no. 1112241

(attach evidence as schedule, if required)

Mortgage  Caveat

Other (specify) \_\_\_\_\_

Partial Discharge of Instrument no. \_\_\_\_\_

Mortgage  Caveat

Other (specify) \_\_\_\_\_

DESCRIPTION

Complete only for a Partial Discharge  
DO NOT Complete for a Full Discharge.

THIS IS EXHIBIT "B" REFERRED TO IN THE  
AFFIDAVIT OF

Lionel André Bouchard

SWORN BEFORE ME AT THE City of Maple  
Ridge IN THE PROVINCE OF British Columbia

THIS 7 DAY OF May 2009

CHERYL BENNEMITH

223...  
Maple Ridge, B.C. V2X 3C1  
467-6555

INSTRUMENT NUMBER(S): 1901750 & 1901751

see schedule

SIGNATURES OF APPLICANTS

strike out inappropriate statement(s) and initial by party(s) signing

~~I discharge the above instrument~~

~~if all money due or to grow due on same has been paid~~

~~XXX~~

~~as to the land set out in Box 3~~

~~acknowledged~~

The above instrument has not been assigned except as follows:

LIONEL ANDRE BOUCHARD

Address

Name

Signature

Address

Name

Signature

DATE

Y M D

2008

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

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

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

(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

IMPORTANT NOTICE: This message is intended only for the use of the individual(s) or entity or entities to whom it is addressed, and, together with any attachments, may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this communication and/or any attachments is strictly prohibited. If you have received this communication and you are not the intended recipient, or employee or agent thereof, please notify Hook & Smith immediately by email at wsmith@hookandsmith.com. Thank you.

No virus found in this incoming message.

19/08/2008

"E"

## 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.
2. 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 halves 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.

56. Claire closed down my overdraft at the Credit Union based on an email. Then she moved money around all the while her power of attorney that she obtained a copy from my lawyer, had already been revoked.
57. Lynda sent the RCMP to my residence in B.C. on false allegations, one that I was being fed dog food, that I was tied to a bed, that I was being drugged, another time that I was making calls against my will, that "if I came back to Manitoba, I would be charged with child abuse".
58. Andy convinced Mike Slegers to turn against me while at the onset he had been a supporter willing to use \$20,000 of his own money to put Andy in his place.
59. In August 2008, Andy and Mike went and interfered with my bank account, took me to Portage to try to get the power of attorney changed into Mike's name and then back to Andy which the lawyer refused, and took away my cellular and locked up my van and were pressuring me to fire my lawyer.
60. Lynda drafted two releases that had I signed, I would have forfeited my life estate and monies due me from Andy with respect to the mortgage and rent monies due me.
61. Andy stole my MasterCard as well as other mail in Elie.
62. Andy and Claire obtained my medical records without my consent from the Grace Hospital.
63. Andy, Claire and Lynda approached the Bank of Montreal to get information with respect to my banking whereby the manager contacted me immediately in B.C.
64. Contrary to his agreement, Andy refused to allow me to harvest my 100 trees worth \$8,000.
65. Andy stole the Centennial Plaques signs I had custom ordered and posted at the end of Bouchard Drive out of pure spite after he kicked me out of my home.
66. Andy refused to address my medical emergency when contacted by my roommate Garth McConnell days after being released from the hospital after being admitted for 24 hours at Emergency after being transported by an ambulance, having lost consciousness and requiring stitches to the back of the head.
67. While in the hospital, Andy stripped of my keys to my home as well as my Visa card, found on him at the time he was arrested.
68. Andy spread malicious rumors about myself stating I was confused, setting me up to be committed, and made fun of me to the nurses at the hospital.
69. Andy, out of pure vengeance, slandered Marlene to her very own children and ex-husband and kept in contact with him to disrupt Marlene's clients and relatives in B.C.
70. To ensure Marlene be ineffective in assisting me financially with legal fees, Andy and Lynda attacked her business and career by writing and telephoning her governing bodies repeatedly until they eventually succeeded, at least temporarily, to have her licenses suspended.

71. Andy retrieved Marlene's personal and income tax records which appeared in court in Winnipeg.
72. Andy, in association with his wife Angie, who works in Corrections at Agassiz Youth Centre, in Portage managed thru her connections to have Marlene charged with uttering threats to kill Andy with a gun, no less, on the day Marlene was set to get bail to go home for Christmas, already having purchased her airline ticket which the inmates were very well aware of. No witness appeared at trial and the charges were once again stayed.
73. Andy insisted on Marlene undergoing a psychiatric evaluation based on a typed list of names he presented to the judge, one individual being Andy's own lawyer Marlene had never met as well as others on that list who have since written letters to that effect.
74. Andy presented to Crown another list of 32 name of his choosing, for which he demanded No Contact for a two year period.
75. Andy and Lynda had Crown approach their mother to get her to sign an affidavit stating that she did not want any contact with Marlene for a three year period, when her mother, my ex, was not party to the what the actions against me, her ex for years and years.
76. Andy called Les Mowat the individual I purchase fish for resale to warn him not to sell me any more fish to supplement my income.
77. Andy refused to allow me on the farm to retrieve my lawn tractor, hence I had to give up my two lawn maintenance contracts with M.T.S., thereby depriving me of additional income to supplement my \$1,300 a month pension.
78. In one of his affidavits, Andy states that I used to bring home items from the garbage dump and that you could not walk in my residence. I have never gone to the nuisance grounds for anything and my roommate complimented me on my housekeeping. Prior to that my lady friend would once a week come and clean my house as well as do my laundry and cut my grass as well.
79. Andy has declared me incompetent on numerous occasions in his affidavits, yet his very own psychiatric disproves this.
80. Andy and Lynda, according to their affidavits, have approached the Public Trustee in Manitoba to get involved and make me a ward of theirs, for no reason other than pure hatred for me.
81. Andy and Lynda both stated that Marlene could take care of me and when she became involved they retaliated with a vengeance coming against her and slandering her with outrageous accusations to the RCMP and anyone within earshot.
82. In 2009, Lynda attempted once again to keep Marlene out of the province of Manitoba by applying for and being denied a Protection Order accusing her of stalking her and demanding she be fired, etc.
83. Lynda once again sabotaged her mother's healing only to sue her step-father as she had indicated to her mother on her dying bed that they would sue her mother's husband's estate as they felt they were entitled to this and that her mother's husband estate was too large for one son alone.

84. Lynda took out a loan against her mother's car at a time when her mother was suffering from cancer and undergoing treatment, this after being appointed power of attorney.
85. Over the years, Marlene's mother told her in the hospital in 2006, that for years and years her siblings had been sabotaging her relationship with her very own children, to an extent that Marlene was not aware.
86. Andy put a No Trespass sign on my home in Elie and at the Manor in St. Eustache.
87. Andy called the RCMP with false accusations each and every time Marlene was in Manitoba.
88. At the Peace Bond hearing, Andy stated that Marlene was a source of conflict for him and his wife, yet in his testimony admitted that he sees Marlene only every three years at reunions.
89. Andy and Mike reported me to the driver licensing bureau in an attempt to strip me of my driver's license and independence.
90. Andy assaulted Jules Chartrand when Jules came over to see me when Andy hit his hand in an attempt to get Jules' cellular phone. Jules reported it to the RCMP.
91. Andy and Mike hid in the bushes all night after my van was retrieved, hoping that the van would return to empty the contents filled from front to back, top to bottom after Andy and Mike filled it in a rage after the RCMP were called in to keep the peace.
92. Andy and Mike deliberately poured acid and ruined my \$1,000 new carpet in the 2007 Caravan.
93. Andy had positioned his worker Jack Bock in my home in order to harvest on his combines for him. When Andy failed to pay Jack properly, Jack left a mess for me to cleanup as well as unpaid telephone bill. Andy has since returned this individual into my home since, at a time when I should be enjoying my home.
94. Andy has refused me access to the property where I keep the beaver and crow population down for myself as well as the neighbours.
95. When I reported Andy's daughter to him at a time she was driving recklessly in an ATV and damaging my tress, he yelled at me for disciplining his daughter instead of thanking me as my concern was her safety as well.
96. Andy made me beg for my annual mortgage payments and would demand I clean the bushes on the property in order to get paid.
97. Andy never registered the \$60,000 mortgage and used the equity in the property to advance himself and to purchase lakefront property, 243 in Kenora which he planned to subdivide in June 2006 at which time he was certain the property I had a life estate on would sell, but it did not.
98. Whenever I approached Andy at work in Portage, he was always "too busy" to go over business with me and would send me out of his office.

99. Despite having the equipment, Andy refused to grade or level the property in the yard, driving through at excessive speeds, not even bothering to stop to see me ever unless he was wanting something for nothing from me.
100. Andy would not have time for coffee with me, but always entertained farmers with better means than me, to drum up business as he was a salesman for farm equipment, combines and the like.
101. Ignored the psychiatric will I had notarized stating that I do not want any evaluations, by every opportunity he gets, he has someone try to assess me.
102. In 2008, Lynda's husband Bob, told me that "I was not welcome in his home".
103. All three Andy, Lynda and Claire in having set aside the protection orders, demanded I pay their legal costs fully knowing that I am on a fixed pension income of \$1,300 a month.
104. When I first arrived in B.C., Lynda told Susie Waldner that they would have to "reprogram me".
105. In Claire's affidavit, she states that I asked to borrow \$25,000 from Mike Slegers which is untrue.
106. In Claire's affidavit, she states that I wanted to move in with her in Teulon. Another false statement as I know no one in Teulon and my friends are in Elie.
107. Lynda and Claire on Andy's orders pushed me into Lynda's car at the Holiday Inn on the day that Andy was arrested (thereby breaching his No Contact) to separate me from Marlene and her help.
108. In their telephone calls when first contacting them after arriving in B.C. in 2008, both Lynda and Claire screamed their displeasure of being out in B.C. at Marlene's, threatening that if I had any contact with Marlene, they would have nothing further to do with me.
109. Andy had an employee named Curtis impersonate a lawyer to entice Marlene to arrive at their office in St. Vital. In calling back, Marlene learned that this was a refrigeration plant and Curtis was fired. Later that day, Andy stopped by at a restaurant where Marlene was having supper with her uncle and Andy came in and leaving in a rage, motioned slitting of Marlene's throat to a local who recounted the story to her as Andy left red-faced and totally enraged and furious at being confronted with the truth in front of his uncle as to what had occurred a couple hours earlier.
110. At the St. Eustache Manor, Andy followed Marlene in a black van down a dark country road until an RCMP vehicle arrived.
111. To prevent Marlene from contacting me, Andy and Lynda recorded her license plate # and reported this to the RCMP stating that they need to come out as Marlene "might cause trouble".
112. Doreen admits in several emails that Andy acted inappropriately with his younger sister on several occasions.
113. Andy had his wife emailed their siblings stating that I would not be moved and that they were not charging me rent in my home, ignoring the fact that I have a life estate.

114. Despite his agreement, Andy moved in Bobby Gervais and then Jack Bock.
115. Andy in an attempt to fool my lawyer stated that the septic and well needed repairs to avoid my resuming my residence when in fact, neither had any issues.
116. Andy and Lynda also convinced their younger sister to report Marlene to the Insurance Councils of Manitoba and B.C. as well as Andy contacted the dealership Marlene was working for in an attempt to ruin her career.
117. Andy rumored that Marlene was wanting to move in with me in my home and that she was running from her responsibilities in B.C.
118. Andy is trying to make me a ward of the public trustee in an attempt to discharge the two existing caveats my lawyer placed on the property in 2008.
119. Andy was and still is pushing for Marlene to undergo psychiatric evaluation, as well as myself, his way of dealing with anyone who gets in his way. There is no history of mental illness as he is claiming in one of his affidavits to the court.
120. Andy deceived his siblings in telling them that Marlene commenced the personal injury suit when in fact it was him who did having tricked me into signing a power of attorney he initiated.
121. Lynda in her many affidavits, claims that Marlene had listening devices, etc., and break and enter tools and had broken into her vehicle while at work.
122. The fact of the matter is that the St. Eustache Manor is built so cheaply that all one has to do is stand in the hallway and overhear the conversations going on in the rooms. This was encouraged by my brother-in-law Laurent Houde and Ben Lachance who presented Marlene with a piece of paper to make notes as they disagreed with having moved me out of my home of over 50 years!
123. Lynda in her affidavit states that Marlene was convicted of assault against me when she was acquitted. Andy by instilling fear in the very beginning with his stream of constant allegations, drove me down to the RCMP to file charges against Marlene. This is again one of those events I have no recollection of as I believe on several occasions Andy did drug me as he and Lynda are accusing Marlene of doing so to me.
124. Andy spoke to Laurette Dufresne at the Elie Manor to ensure Marlene not be allowed to stay in her Aunts room, this after her ex-husband gave her entrance and after Andy refused to allow Marlene on "his property" to visit me in my home whereby I have a life estate which he did not divulge to the RCMP.
125. Andy states in his affidavit that the house was not suitable for me to live in which was the furthest thing from the truth. I had my brother-in-law drop by daily, as well as other regulars and I was never "alone" as he states as I had constant company as everyone enjoyed the serenity of my place, especially in the summer time, as my home is situated next to the La Salle River with an abundance of wild life, etc., to enjoy as well as treed in yard to keep the wind at bay.
126. Lynda stated that I needed money and sold the farm to my son as a result. Also that I wanted to

pictures whereby she made Christmas cards from the photos for me to distribute in Manitoba.

8. Marlene coordinate a trip to Alaska as a Christmas gift whereby mostly the grandchildren contributed towards the cruise originating out of Vancouver and Marlene contributed the balance. Also she ensured I had new luggage, a camera, clothing and toiletries for the trip and arranged to have a roommate from California whereby we got along fabulously, a trip of a lifetime.
9. Marlene has taken me to Bingo, the Casino here in B.C., and to visit often my brother and cousins.
10. Marlene in 2008 onwards paid for two trips to Arizona, one to California, one to Toronto, a float plane ride over Vancouver and a bus trip of my choice from Manitoba one year as well. Marlene included American funds for me to enjoy myself with.
11. In 2008, Marlene provided me with a 2007 Dodge Caravan for my use, retaining ownership out of wisdom as sure enough Andy and Mike tried to transfer the ownership into their names in 2008.
12. While in B.C., Marlene has looked after my well-being taking me every month to the doctor to renew my prescriptions, to the eye specialist and cataract specialist and to the Care Clinic for my minor ailments and to the lab as well.
13. Marlene paid for my airfare from Winnipeg in August 2008 at a time when Andy, Lynda, Claire and Mike restricted my freedom.
14. Marlene has ensured my Blue Cross, vehicle insurance, driver's license and medical remain up-to-date.
15. Marlene purchased a new bedroom suite for me in her home when I arrived in August 2008 after her move to a larger home to accommodate me, which provided for my own T.V. room and washroom m upstairs.
16. Marlene has paid \$9,000 of her own money for my legal fees.
17. Marlene and her significant other have taken several trips to Winnipeg on my behalf to get Protection Orders and to organize my affairs in Manitoba.
18. Marlene has coordinated my affairs with my lawyer in Winnipeg.
19. Marlene has spent the better part of five years retrieving information on my behalf as my records were destroyed by Andy, Lynda and Claire in 2006, and had to be duplicated.
20. Marlene has processed my tax returns for the past five years.
21. Marlene, from Vancouver, assisted me in obtaining a new cellular phone once my contract was over.
22. Marlene has taken me to enjoy my grandchildren here in B.C., especially her son who lives close by.
23. Marlene has assisted me in maintaining contact with my friends over the telephone and with my



140. When I introduced him to a cash sale, Andy refused to give me a thank you or bonus for so doing.
141. In an affidavit, Marlene is accused of not knowing that I had sold the property to Andy, not only was she aware of that, but very much aware that I had a life estate agreement to live in my home the rest of my life, as most retired farmers do nowadays.
142. In his affidavit, Andy states there is a lengthy history of inappropriate behavior by my sister, Marlene, towards my father" yet Andy does not elaborate on the accusation he is claiming. I can say equivocally, that there has never been any, let along a lengthy history, or inappropriate behavior as Andy claims.
143. In his affidavit ,Andy claims that he has been advised by the RCMP in Headingley that Marlene asserted to them that she had some form of Order in B.C. declaring me mentally incompetent and providing her power over his Estate. Nothing has been provided, nor can my counsel found anything in the British Columbia Courts that would suggest that Marlene would have any power of my father than Power of Attorney. The later is correct in that Marlene has never contacted the RCMP in Headingley with respect to any such matter nor have I been declared mentally incompetent either, father I have been declared competent to look after my own affairs thanks to her foresight which I voluntarily underwent under the direction of my doctor to offset such outrageous statements as made by Andy.
144. Andy's lawyer claims that I am not acting of my own free will, to the contrary I have always maintained the right to my home as per our life estate agreement drafted in 2002.

---

**Marlene's Actions towards me**

**Pros:**

1. Over the years, Marlene has never missed one birthday, Christmas or Father's Day or Easter card.
2. Every time I drove to B.C. to visit my brothers and cousins, Marlene took time to ensure she drove me around to their homes and to sight see.
3. When my motor home exploded from a propane leak, Marlene went up to the interior of B.C. to retrieve a few of my belongings that were still in the motor home which had burnt to the ground.
4. Marlene paid for several flights to B.C. as Christmas or birthday gifts to B.C.
5. Marlene had a custom cake made for my 77th birthday while I was in B.C. which depicted a grader and other Elie markings.
6. Marlene forwarded to Manitoba another cake top for my 80th birthday.
7. Marlene having won a McKenzie Conference trip, invited me as her escort to San Diego all expenses paid, whereby she rented me a tuxedo for the event and had a photographer take some

children in Manitoba since being out in B.C.

24. Marlene has encouraged me by discussing with my doctor who eliminated the majority of my medication whereby I am on three minor medications today.
25. Marlene assisted me in loosing 50 pounds as recommended by my doctor whereby I no longer have swollen feet and feel much better which pleases my doctor.
26. Marlene and her significant other, encouraged me to undergo an assessment to counter Andy, Lynda and Claire's accusations that I was incompetent to look after my own affairs.
27. Marlene was instrumental in my maintaining my driver's license and took me to a specialist when one examination showed that my vision had deteriorated only to discover after Marlene pursued it that cataracts were the issue which I am in the process of addressing.
28. Marlene kept me current in B.C. with goings on in Manitoba through the use of the internet, downloading news and obituaries of friends and family.
29. Marlene has encouraged me to feel younger, and not my age, always being positive influence, encouraging me to keep up with and expand my horizons by virtue of being out here in B.C.
30. Marlene has encouraged me to keep in touch with my cousins and taken me to Church where they attend when possible.
31. Marlene has put her life on hold since I moved in with her and since getting involved in January 2006, putting my life ahead of hers and her career, losing substantial income in the process.
32. Marlene put me on a detox program in California at a cost of \$588 U.S. to her.
33. Marlene organized and paid for a flight for me to attend my sister Jeanne's funeral in Edmonton in 2008 and then flew in herself to ensure that my safety was assured while there. There was an incident whereby we left earlier than expected.
34. Replaced my passport and birth certificate which Mike Slegers refused to release to me.
35. Obtained and paid for court transcripts on my behalf.
36. Took me to several lawyers in B.C. to assist me in my case as well as the RCMP on several occasions.
37. Organized with Winston Smith my lawyer, my safe exodus from Winnipeg to B.C.

Cons:

1. I can honestly state that Marlene has been instrumental in ensuring that I not be committed by Andy, and in so doing, I can not find anything negative to state with respect to her conduct towards me as she is always looking after my best interests.

move out West and start a tree farming business. Both statements are totally false.

127. Lynda stated that I had put my name into the Elie Manor shortly before my fall when in fact, I let my name stand as did others in support of the expansion of the Manor and no reflection to my wishes to move out of my very comfortable home.
128. In many of their statements, both Andy and Lynda state that the "family" had been consulted about moving me, when in fact Andy determined at the onset that I was never returning to my home, then he proceeded to get his siblings on board.
129. At no point after my discharge did any doctor deem me incapable of looking after myself, contrary to both Lynda and Andy's affidavits. I live in two bedroom rancher, 3/4 miles from town and with numerous neighbours yards away. having subdivided my property in the past into two acre parcels.
130. I had been given the "green light" to leave the hospital; however, was being detained until the 1st of the month to coincide with room rental in St. Eustache.
131. Andy told Sgt. Gibbs of the Headingley RCMP that it was not his idea to move me but themselves "family's, when he is the one the dispute is over the life estate agreement.
132. Andy told me that Sgt. Gibbs was informed that I would be charged with trespass if I went onto the property. In speaking with Sgt. Gibbs, he knew nothing of Andy's threat to me.
133. Where I had helped Andy set up his clients by virtue of knowing all the Colonies, etc., they were now coming back complaining of the business practices they encountered with Andy, ie. rolling back the odometer on his own truck to one individual, selling a combine and misrepresenting the year thereby increasing the price by \$10,000, and stating that our original farmhouse never collected water in the basement, when it did almost every year and the fact the home was actually 100 years old and renovated several times.
134. Andy took advantage of me over the years. I planted myself 100 trees and an additional 100 for him whereby he refused to allow me to harvest my trees in 2008. Andy never lifted a hoe in his life, I did all the work and reaped my rewards.
135. Marlene pointed a few minor maintenance issues which Andy used as an excuse to move me out.
136. Andy used Helene in the States to call me and advise me that I had no medical, no vehicle insurance, that the RCMP would be confiscating my motor home, that Marlene had committed me in B. C., and that I had no more post office box, etc., information which she would not have known about unless been told the opposite of what was the case.
137. One day, Andy arrived with a flatbed truck with a steel shed he positioned on my property without even asking my permission in advance, this when he was not yet an owner.
138. While I held the mortgage for the second half, Andy never paid me any interest.
139. In two instances, Andy got up and threatened to hit two of my friends when they discussed my situation in support of me. They were very fearful that Andy would assault them.