

THE QUEEN'S BENCH (CIVIL DIVISION)
Winnipeg Centre

BETWEEN:

LIONEL ANDRE BOUCHARD,

Plaintiff,

- and -

ANDRE LIONEL BOUCHARD,

Defendant.

STATEMENT OF DEFENCE

JUL 21 2008

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B E T W E E N:

LIONEL ANDRE BOUCHARD,

Plaintiff,

- and -

ANDRE LIONEL BOUCHARD,

Defendant.

STATEMENT OF DEFENCE

1. Save as expressly admitted the Defendant denies each and every claim set out in the Statement of Claim of the Plaintiff.
2. The Defendant admits the allegations contained in Paragraph 2, 3, 4 and 5 of the Statement of Claim.
3. In response to Paragraph 6 the Defendant states that he entered into an Offer to Purchase with the balance of the property being conveyed to him on September 23, 2002 pursuant to a written agreement between the parties. The said contract acknowledged a \$25,000.00 down payment on the \$60,000.00 purchase price together with the provision of a Promissory Note to the vendor for a period of 5 years, interest free, having payments of \$7,000.00 per year commencing December 31, 2002. The parties further entered into a written agreement which was on two subsequent occasions varied by the consent of the parties in respect of the Plaintiff

having the ability to reside on the property in connection with the residence subject to location terms and cancellations.

4. In response to Paragraph 7 the Defendant states that he has paid the purchase price in respect of the said property in full and that no balance is outstanding to the Plaintiff.

5. In response to Paragraph 8 the Defendant acknowledges that a Caveat has been filed by the Plaintiff however states that at no time did the purchase agreement between the Plaintiff and the Defendant create any interest in the land in favour of the Plaintiff.

6. In response to Paragraph 9 the Defendant acknowledges that he had agreed to make an contribution to the rent of the Plaintiff while he resided in St. Eustache Manor for February, March and April, 2006 and did so in accordance with the parties agreement.

7. In response to Paragraph 10 the Defendant denies that at any time access was denied to the Plaintiff in respect of the property however states that the Plaintiff at his own free will rented new accommodation in Elie and resided there of his own free will from June, 2006, to May 31, 2008. The Defendant denies he made any written undertaking whatsoever to the Plaintiff in respect of rent beyond a contribution for February, March, and April, 2006.

8. The Defendant further states that in accordance with the agreements between the Plaintiff and the Defendant the right of occupancy was terminated in accordance with the terms of that agreement by the Plaintiff on or about June 1, 2006.

9. In response to Paragraph 11 the Defendant states that at no time was the Plaintiff forced from the home by him or anyone on his behalf and all actions of the Plaintiff in respect of abandoning the property were voluntary on the part of the Plaintiff. The Defendant has acted in accordance with the signed agreements between the Plaintiff and the Defendant in respect of the right of occupancy. Said agreements being dated September 23, 2002, February 11, 2006 and March 30, 2006. Under the circumstances no loss has occurred to the Plaintiff as alleged or at all.

10. The Defendant state that all matters raised in the Statement of Claim herein were resolved the parties in writing on January 22, 2008, and a Release provided to the Defendant of all matters raised in the Statement of Claim and as such the Defendant is not indebted to the Plaintiff, save as set out therein.

July 15, 2008



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