



Royal Gendarmerie
Canadian royale
Mounted du
Police Canada
'D' Division

Security Classification / Designation
Classification / Désignation sécuritaire

Protected 'A'

June 14, 2010

Ms. M. Legare
19597 Fraser Way
Pitt Meadows, British Columbia
V3Y 2W6

Your file Votre référence

Our file Notre référence

Dear Ms. Legare:

This letter will acknowledge receipt of 55 pages of facsimile documentation from your office this date. After a review of same, I am unable to see any offences identified therein that occurred within Stonewall RCMP Detachment's boundaries.

The documents are being returned to you. Should there be other information of which the RCMP should be aware, I encourage you to attend the Stonewall office in person and discuss the matter with an investigator. Alternatively, you may contact this office by telephone to make a complaint.

Sincerely,

Staff Sergeant R.J. (Ron) Muir
East Interlake Area Commander
Stonewall RCMP Detachment

P.O. Box 903
Stonewall, Manitoba
R0C 2Z0

tel. (204) 467-5015, fax (204) 467-2266



Royal Gendarmerie
Canadian royale
Mounted du
Police Canada
'D' Division

HARRASSMENT

Security Classification / Designation
Classification / Désignation sécuritaire

Unclassified

FAX: 204-467-2266

February 13, 2009

Mr. Lionel Bouchard
Box 81
Erie, Manitoba
R0H 0H0

Your file Votre référence

Our file Notre référence

2008-148050

Dear Mr. Bouchard:

I am writing this letter in response to your facsimile transmission of February 11, 2009, in which you request a copy of the complaint that the RCMP was investigating on February 11, when you claim members of the RCMP attended your location in British Columbia.

Unfortunately, the RCMP does not release copies of complaints or documentation relating to complaints made to the RCMP to citizens in circumstances such as this. I am able to provide you with some information, in that the police officers were asked to speak with you about a complaint of harassing or nuisance telephone calls. It has been alleged that calls were made from your telephone to a residence in Manitoba that is served by Stonewall detachment.

Should this summary prove insufficient, you are free to make an Access to Information Act request for further information from the operational file.

Trusting this is satisfactory.

Sergeant R.J. (Ron) Muir
Stonewall RCMP Detachment

P.O. Box 903
Stonewall, Manitoba
R0C 2Z0



June 12, 2010

Fax: 204-948-2140

Winnipeg Land Titles

Attn: Barry C. Effler, Deputy Registrar General
Irv Simmonds, Acting/District Registrar

Re: Protection Order - Lynda Staub

I am writing in reference to a Protection Order, dated October 31, 2009, in favour of my father - Lionel Bouchard, with regards to the unimaginable senior abuse any father has had to endure - especially over the past four year since being evicted from his home of over 50 plus years in Elie, Manitoba.

Lynda Staub was in attendance on June 3, 2010, when this order was further enforced in Court of Queen's Bench. Lynda Staub is prohibited from attending the funeral of Lionel Bouchard's sister on Tuesday June 15, 2010, and we are writing in light of the fact that Lynda has once before breached the order by attending the funeral in St. Eustache of Lionel Bouchard's brother-in-law Laurent Houde. This makes it impossible for her 86-year-old father to attend as he in constant fear for his life while in the company of his three children Lynda Staub, Andre Bouchard and Claire Demery due to their bullying tactics, duress in the past, manhandling and even to the point of drugging their father in order to manipulate him!

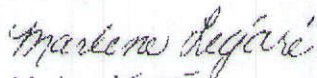
Andre Bouchard has refused to honour the Life Estate he agreed to in 2003 and is well known for his vindictiveness and raging temper over the years and that is why my father's lawyer had him flee the province after Andy showed up once again with a psychiatrist to try to deem his father incompetent, which backfired on him.

Lynda Staub admits she wants nothing to do with her father in contesting the protection order, but on the other hand she is requesting that her healthy father be made a "ward of the public trustee" despite admitting he is very competent to look after his own affairs.

These siblings are relentless in trying to bury their father, similar to what they have already done to their mother, all in the name of self-serving greed all the while they have destroyed the whole family by their actions.

I trust there will be no misunderstanding on Ms. Staub's part.

Sincerely,



Marlene Légaré
P. of A. for Lionel Bouchard

Q.S. Court File No / N° de dossier - Cour du Banc de la Reine
(complete after transmission to QB) (numéro attribué par le greffier)

Date: October 31, 2009

of the Peace / Juge de paix: J.J.P. Harvey

Expiry Date / Date d'expiration: October 31, 2012

IN/ENTRE:

**Lionel Andre Bouchard
- and/et -
Lynda Staub**

Applicant/Requérant(e)

Respondent/Intimé(e)

PROTECTION ORDER/ORDONNANCE DE PROTECTION

APPLICATION, made by LA PRESENTE REQUÊRE, présentée sans préavis par

of Andre Bouchard

Protection Order for/ en vue d'obtenir une ordonnance de protection pour

Lionel Andre Bouchard

the following minor children/ie: les enfants mineurs suivants

NAME/NOM	D.O.B./NÉ(E) LE	NAME/NOM	D.O.B./NÉ(E) LE

and without notice, was heard this day and/ou été entendue aujourd'hui, à 408 York Avenue, Winnipeg.

and/ou sans préavis
en lisant les documents déposés et EN ENTENDANT les témoignages, LE TRIBUNAL REND, en vertu de la Loi sur la violence familiale et la harcèlement criminel, une ordonnance de protection pour:

APRÈS AVOIR LU les documents déposés et APRÈS AVOIR ENTENDU les témoignages, LE TRIBUNAL REND, en vertu de la Loi sur la violence familiale et la harcèlement criminel, une ordonnance de protection pour:

Andre Bouchard

THE RESPONDENT/LE TRIBUNAL ORDONNE A L'INTIMÉ(E), Lynda Staub

for a period of/ pour une période de 1 year, shall comply with the following conditions/de respecter les conditions suivantes

see conditions on reverse/ voir les conditions à l'endos)

Yes/Oui No/Non Yes/Oui
 VARIATION/MODIFICATION Yes/Oui
 See/ Voir la Formule MGS268

THIS ORDER WILL BE FILED IN THE COURT OF QUEEN'S BENCH AT LA PRESENTE ORDONNANCE SERA DÉPOSÉE À LA COUR DU BANC DE LA REINE, À 408 York Avenue, Winnipeg

945-1699 Facsimile/Télécopié 945-7130
Peace Officer/Agent de la paix
Applicant/Requérant(e) Respondent/Intimé(e)
(Certificate of Service to be completed and forwarded to QB at the above address)
(Le certificat de signification sera être rempli et envoyé à la CBK à l'adresse susmentionnée)



Manitoba Courts

File Details

(FD09-01-92671 BOUCHARD, LIONEL A. vs STAUB, LYNDA)

Documents Filed (FD09-01-92671)

Doc #	Reg Date	Court Location	Document	Notes
1	02-Nov-2009	Winnipeg-QB	APPLICATION - PROTECTION ORDER	LIONEL ANDRE BOUCHARD
2	02-Nov-2009	Winnipeg-QB	DISPOSITION SHEET	JP. B. HARVEY, 31OCT2009, ORDER GRANTED
3	02-Nov-2009	Winnipeg-QB	PROTECTION ORDER	LYNDA STAUB IS NOT TO COMMUNICATE WITH/CONTACT THE COMPLAINANT, SHALL NOT ATTEND W/I 1 CITY BLOCK OF WHERE HE RESIDES OR REGULARLY ATTENDS. (EXPIRES 31OCT2012)
4	02-Nov-2009	Winnipeg-QB	CPIC ENTRY AND/OR SERVICE - PROV.CRT	PROTECTION ORDER AND PERSONAL INFORMATION SENT, FAXED, TO HEADINGLY RCMP DETACHMENT, 31OCT2009
5	02-Nov-2009	Winnipeg-QB	CERTIFICATE OF SERVICE - PROTECTION ORDER	LYNDA STAUB 01NOV2009 STONEWALL RCMP
6	03-Nov-2009	Winnipeg-QB	PERSONAL INFORMATION - PROV.CRT	
7	12-Nov-2009	Winnipeg-QB	CERTIFICATE OF SERVICE - PROTECTION ORDER	LYNDA STAUB 01NOV2009 STONEWALL RCMP
8	20-Nov-2009	Winnipeg-QB	NOTICE OF APPLICATION - SET ASIDE/VARY/REVOKE (PO)	BY RESP, TO SET ASIDE A PROTECTION ORDER
9	20-Nov-2009	Winnipeg-QB	TRANSCRIPT	PROTECTION ORDER - 31OCT2009 - HARVEY, JJP
10	23-Nov-2009	Winnipeg-QB	CORRESPONDENCE - FROM	LIONEL BOUCHARD, 18NOV2009

File Details

<http://www.jus.gov.mb.ca/Domain/FileSearch/SearchResult.aspx?n...>

11	01-Dec-2009	Winnipeg-QB	AFFIDAVIT	LYNDA STAUB, SW 30NOV2009
12	12-Jan-2010	Winnipeg-QB	NOTICE OF MOTION (MASTER)	PET, SUB SERV, DISP W/SERV
13	18-Jan-2010	Winnipeg-QB	DISPOSITION SHEET	MASTER RING 18JAN2010 ADJ TO 20JAN2010 UNC
14	19-Jan-2010	Winnipeg-QB	AFFIDAVIT	LAI CHAN, SW 19JAN2010
15	22-Jan-2010	Winnipeg-QB	CORRESPONDENCE - FROM	DR. P. WILLIAMS 21JAN2010
16	25-Jan-2010	Winnipeg-QB	DISPOSITION SHEET	MASTER SHARP 20JAN2010 SUB SERVICE ORDER GRANTED
17	29-Jan-2010	Winnipeg-QB	ORDER	MASTER SHARP 20JAN2010
18	08-Mar-2010	Winnipeg-QB	AFFIDAVIT OF SERVICE	OF LETTER, ORDER, NOT/APP, AFFT OF LYNDA STAUB, ON MADELEINE FILLION, 05FEB2010 (PERS)
19	09-Mar-2010	Winnipeg-QB	CORRESPONDENCE - FROM	LIONEL BOUCHARD (REC'D BY FAX 08MAR2010)
20	09-Mar-2010	Winnipeg-QB	AFFIDAVIT OF SERVICE	ON RESP
21	09-Mar-2010	Winnipeg-QB	DISPOSITION SHEET	ALLEN, J - 09MAR2010 - ADJ TO CASE CONFERENCE 17MAR2010 - 2PM
22	15-Mar-2010	Winnipeg-QB	CASE INFO STATEMENT (CASE MGMT) (FD) (B-FILE)	OF RESP, 15MAR2010
23	15-Mar-2010	Winnipeg-QB	AFFIDAVIT	OF LAI CHAN AFFIRMED 15MAR2010
24	30-Mar-2010	Winnipeg-QB	CASE CONFERENCE MEMORANDUM(CASE MGMT) (FD)	JOHNSTON J 17MAR2010 TD SET 03JUN2010 AT 10AM 1DAY
25	03-Jun-2010	Winnipeg-QB	DISPOSITION SHEET	MACPHAIL J, 03JUN2010: PET.'S REQUEST TO ADJ. TRIAL GRANTED WITH CONDITIONS; NEW TRIAL DATES: 16 & 17 SEP2010

Parties (FD09-01-92671)

Party ID	Party Name	Lawyer
PE001	BOUCHARD, LIONEL ANDRE	
RE001	STAUB, LYNDA	

Full Title of Proceedings (FD09-01-92671)

BETWEEN: LIONEL ANDRE BOUCHARD, PETITIONER, -AND- LYNDA STAUB,
RESPONDENT.

Court Hearings (FD09-01-92671)

Obituary

MADELEINE FILLION (published on June 12, 2010)



MADELEINE FILLION (nee BOUCHARD) It is with deep sadness the family announces the passing of their Mother and friend Maddie on June 10, 2010 peacefully at the Grace Hospice. Memere's memory will be forever cherished by her sons Denis, Phil and Bernie; grandchildren Cary, Kim, Kris, Dustin, Dawn, Joel and Drew; great-grandchildren Chelsea, Caitlin, Zak, Brooke, Emily and Sydney. Maddie was born in Elie, MB in 1925, all who knew her will remember her sense of humour and kindness towards others. In 1967 she moved to Gilbert Plains with her three boys and operated her own restaurant business. She was avid member of the Curling Club and the Golf and Country Club. In 1975 she moved back to Winnipeg, she became a member of the Assiniboine Golf Club in 1984. She will be sadly missed by her many friends whom she enjoyed but her laughter will live forever. At Maddie's request cremation has taken place. Interment will take place on Tuesday, June 15, 2010 at 3:30 p.m. at Chapel Lawn Memorial Gardens, 4000 Portage Avenue to be followed by a Celebration of Her Life on Tuesday, June 15, 2010 at 5:00 p.m. at the Assiniboine Golf and Country Club, 2045 Ness Avenue. We would like to thank the 3rd floor Dr.'s and nurses at the Grace General Hospital and the wonderful staff at Grace Hospice, with special thanks to Shirley who was by her side when Maddie passed. In lieu of flowers donations to the Assiniboine Golf Junior Program, Box 42007 RPO Ferry Rd. 2045 Ness Avenue, R3J 3X7. If you think of me and cry, don't think of me at all, But if you think of me and smile, think of me often. Chapel Lawn 885-9715



Jul

Obituary

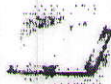
LAURENT LEON HOUDE (published on January 11, 2010)



LAURENT LEON HOUDE Peacefully on January 7, 2010 at his home in Elie, Manitoba. Laurent passed away at the age of 78 years. Remaining to cherish his memories are his wife Yvette (Ge children: Jo-Anne (Bob), Patrick (Jeannette), Roger (Sherry), Sherry-Lynn (Norbert) and Rachel grandchildren: Kevin (Erica), Jason, Nichelle, Stephanie, Dustin, Kelsey, Kyle, Janelle and Tyler grandchildren: Will (Ash), Clint (Alicia); and seven honorary great-grandchildren. He also leaves his memories his sisters Gertie Johnson and Genieve Fast (John); brothers-in-law Omer Rivard Girard; sisters-in-law Maureen Houde and Estelle Beaudette, nieces and nephews. Dad was pre by his infant children Brian and Marie and his granddaughter Bonnie, his parents Alphonse and Picard), brothers: Maurice, Walter, Maurice, Harold, Robert and sisters Carol and Bernice. Dad July 25, 1931 in St. Eustache, MB, where he grew up and farmed his entire life until he retired in Although Dad may have stopped farming, he never stopped working in his shop and hunting at e opportunity. Christian Burial will be celebrated on Friday, January 15, 2010 with viewing at 12:00 followed by Mass at 1:00 p.m. in the St. Eustache Roman Catholic Church with Father Paul J. Ti presiding. Interment to follow in the Parish Cemetery. In lieu of flowers, memorial donations may St. Eustache Cemetery Fund, care of Elie Rectory (Diane Allard), Elie, MB R0H 0H0. Adam's Fu of Notre Dame, Manitoba in care of arrangements. Phone 248-2201 or 1-888-400-2326. www.af



Share Life Story



Service Menu



Photo Gallery



Memorial Book



Condolence Message



Thank You Card



Prayer Book



View Services

RECEIVED
MAY 24/10
12.08 P.M. P.S.T.

May 25, 2010

Via Fax: 204-945-7130

Court of Queen's Bench
The Law Courts,
Winnipeg, Manitoba
R3C 0P9

Re: File # FD09-01-92674
File # FD09-01-92671
File # FD09-01-92675 Protection Orders

With respect to the court date of June 3, 2010, please be advised that I have been on a waiting list for a cataract operation for quite some time ~ delayed by all the cancelled surgery as a result of the Olympics held in B.C.

Therefore, as per attached medical appointment scheduled, I will be unable to attend court on June 3.

Further, I am requesting a two or three day period be set aside in the late fall or early spring 2011 with respect to the contesting my three Protection Orders, thereby following my operations sufficient time to seek legal counsel.

Sincerely,

Lionel Bouchard
Lionel Bouchard

Atts.

January 21, 2010

Via Fax: 204-946-7130

Court of Queens Bench
408 York Avenue,
Winnipeg, Manitoba

File # 090192671

File # 090192674

File # 090192675

Re: Lionel Bouchard

With respect to Mr. Lionel Bouchard, Mr. Bouchard has been a patient of mine since the spring of 2008.

Since then, Mr. Bouchard continues on a monthly basis to visit my offices in order to renew his prescriptions for high blood pressure, etc.

In 2009, Mr. Bouchard underwent a medical competency examination for his driver licence.

In my opinion Mr. Lionel Bouchard appears competent to deal with his own affairs and quite capable of making decisions on his own.



Dr. P. Williams

DR. P. WILLIAMS



home property and, while inside the shed, Mr. Jamieson took me aside and asked me some questions, including questions about my memory, the present date and other questions that, upon reflection, appeared to be a test of my mental competence. The apparent assessment was conducted without my consent. In any event, at the conclusion of the questions, Mr. Jamieson informed my son, in my presence, that I was quite capable of looking after my own affairs.

7. Following the meeting at the Lionel Bouchard home, Mike, my son, Andy, and I went to Portage la Prairie for dinner during the course of which, Andy and Mike talked privately in low tones so I could not make out what they were saying.

8. After dinner all three of us returned to Mike's residence and it appeared that Andy and Mike were going to carry on their conversation and, as I was exhausted, I went to bed, but before retiring, I gave them my cellular phone as they said I should replace it.

9. Very early the next morning Andy was back at Mike's residence and they informed me that we were going to see my lawyer, Mr. Smith, for an unscheduled meeting to resolve the issue of possession in the upcoming court hearing as it would not be necessary as my son told me that he was prepared to purchase a home for me in Elie, Manitoba, in which I would live for the rest of my days and I would only be required to pay my living expenses there, but not rent and realty taxes. My son further informed me that he knew of a house for sale in Elie, (on

*Lie, again!
Lynda is very well aware that P.O.A & Health Care is in Feb. 2008!*

46. My concern is, and always has been for my father's welfare, health and safety. I believe my father is not competent to make his own decisions at this time because he is under my sister Marlene's influence and do not know if there is Power of attorney or Health Care Directive in force

*

47. I do verily believe that it may be necessary to have the Public Trustee involved in my father's care to ensure that he is not being used by anyone.

*

48. I make this Affidavit bona fide and in support of my Application for to set aside the Protection Order made against me made on October 31, 2009

Sworn before me at the City of
Winnipeg, in the Province of Manitoba
This 30th day of November 2009

Lynda Staub
LYNDA STAUB

[Signature]
A Barrister and Solicitor, Notary Public
in and for
the Province of Manitoba

ENDURING GENERAL POWER OF ATTORNEY

I, LIONEL ANDRE BOUCHARD, of the Town of Elie, in the Province of Manitoba, DO HEREBY appoint my sister, MADELEINE FILLION and my daughter, MARLENE LEGARE or either one acting alone, to be my true and lawful attorney in my name, to act in my place and stead and for my sole use and benefit to exercise any or all of the following powers in addition to all powers otherwise conferred by any law:

1.00 BANKRUPTCY OF DONOR

1.01 The authority of my attorney shall not terminate by virtue of my becoming bankrupt but shall continue in full force and effect.

2.00 POWER TO CONDUCT ALL BANKING MATTERS

2.01 To sign, draw, make, accept, endorse my name, negotiate, issue, discount, pledge, renew, retire, transfer, pay, satisfy, or otherwise deal with cheques, promissory notes, bills of exchange, drafts, orders for payment or delivery of money, bonds, debentures, shares and every kind of security, whether negotiable or not, including goods, warehouse receipts, bills, receipts, bills of lading or security under the Bank Act and to receive and dispose of the proceeds thereof.

2.02 To sign notices of intention to give security under the Bank Act; to open and or operate a bank account with any bank or other financial institution or other lender, and from time to time to draw on the account of the undersigned with the said bank or other financial institution and to overdraw the same and generally for and in the name of the undersigned to transact with any such bank or financial institution, any business matter or thing my attorney may think fit including the right to receive all paid cheques and vouchers and to sign the bank's form of settlement of balances, release and verification.

2.03 In my name to draw upon any bank or banks, individual or individuals for any sum or sums of money that is or are or may be to my credit or which I may be entitled to receive, and to deposit same in any bank or other place and again at pleasure to withdraw from time to time as I could do.

3.00 POWER TO ENTER SAFETY DEPOSIT BOXES

3.01 From time to time to enter into any safe deposit box or vault and to take the contents therefrom or place additional items therein or otherwise deal with the contents therefrom in such manner as my attorney deems advisable.

4.00 GENERAL POWER OF SALE

4.01 To sell, call in and convert into money any part of my real or personal property not consisting of money at such time or times, in such manner and upon such terms and either for cash or credit, or for part cash and part credit as may, in the uncontrolled discretion of my attorney, be decided by my attorney.

Jul. 2008

27.00 MENTAL INFIRMITY

27.01 I declare that the authority in this Enduring General Power of Attorney given to my attorney is to remain in full force and effect, notwithstanding any future or periodic mental infirmity or incompetency on my part, until expressly revoked by me.

28.00 POWER TO CONTINUE UNTIL NOTICE

28.01 Any bank financial institution or other person or persons may continue to deal with my attorney until notice of revocation hereto has been given by me in writing to such bank financial institution or other person or persons.

29.00 RATIFICATION OF ATTORNEY'S ACTS

29.01 Until notice of revocation as referred to above has been given, all that my attorney shall do or purport to do by virtue hereof is fully ratified and confirmed.

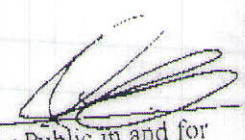
30.00 SINGULAR AND MASCULINE

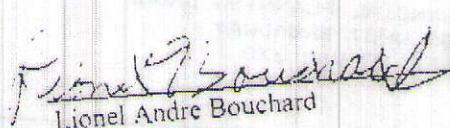
30.01 Where the singular number and masculine gender are used throughout this instrument with reference either to the undersigned or to my attorney or attorneys herein named, the same shall be construed as meaning the plural or feminine or neuter where the context requires.

31.00 PARAGRAPH HEADINGS

31.01 The paragraph headings in this Enduring General Power of Attorney have been inserted for convenience only and are deemed not to form part of this Enduring General Power of Attorney.

SIGNED AND SEALED at Winnipeg, Manitoba, this *8* day of *February*, 2008.


A Notary Public in and for
the Province of Manitoba


Lionel Andre Bouchard

HOOK & SMITH
Barristers, Solicitors and Notaries Public

201 - 3111 Portage Avenue
Winnipeg, Manitoba
CANADA
R3H 0L4
Tel: (204) 885-4520
Fax: (204) 837-9846
E-Mail: jsmith@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 Thurmaler, B.A. Adv. LL.B.
Gordon P. Hook (Retired)
Garry N. Harvey (1944-1998)

File No 110905

September 8, 2008

CONFIDENTIAL

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

Hook & Smith

September 8, 2008

Page 2 of 2

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 & SMITHPer: **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

aman Goddard Kagan Barristers & Solicitors

B. Chapman, Q.C.
R. Goddard, B.A., LL.B.
John G. Kagan, LL.B.
Kelly P. Land, B.A., LL.B.

Alton N. Jackson, B. Comm., LL.B.
Michael J. Law, B.A., LL.B.
Kristine K. Benz, B.A., LL.B.
Rachel J.O. Smith, B.Sc., LL.B.

1864 Portage Avenue
Winnipeg, Manitoba, R3J 0H2
Ph. (204) 858-7973
Fax (204) 832-3461
E-Mail address: kgk@kgklaw.ca
Writer's Direct Line: (204) 831-9103
Please refer to File No. 32,316

Chap. These, Chapman, Q.C. (1923 - 1985)

December 23, 2008

Linda Stamb


Dear Ms. Stamb:

RE: MARLENE

Further to your fax of December 10, 2008, perhaps you misunderstood what involvement I could have in regards Mr. Smith's correspondence to both your employer and the Law Society.

Firstly, in respect to the Law Society, I have no idea why Mr. Smith would have copied the Law Society in respect of this matter. The Law Society deals with conduct of lawyers, not individuals, and as such that complaint could not have been about yourself or anything that you were alleged to have done. I can only assume that Mr. Smith is trying to somehow involve the writer in the matter, however I can confirm that I too have received nothing from the Law Society which would indicate to me that the matter went absolutely nowhere. If Mr. Smith is intent upon trying to tie up the writer in Law Society proceedings then it would mean that I would no longer be able to represent Andy in regards his ongoing dispute with your father, given the nature of the allegations made therein. I do not wish to do that and therefore I am not in a position to send anything to the Law Society on your behalf. It would be my strong advice to you that you not deal with the Law Society in regards to this correspondence other than you may wish to make a complaint against Mr. Smith yourself for his rather reckless actions in providing an unsubstantiated letter to your employer. I am not sure whether Mr. Smith has violated any provisions of the Code of Professional Conduct in doing so given that no doubt the instructions came from Marlene to try to make your life as difficult as possible. I leave that, however, to you to decide whether you wish to follow that course.

With respect to the Land Titles Office I would think again, the wise course here is to simply go to your employer and make sure that the correspondence has absolutely no impact. It is sufficient to simply deny the allegations rather than provide Hook and Smith more information as to where those forms originated. It was not a matter that involved you directly, or indirectly, and therefore they are effectively making allegations with no proof whatsoever of any involvement on your part. If you want a letter confirming that you had no involvement, the easiest source to obtain that letter is from your brother, Andy, who can confirm simply that you were not involved in any way, shape, or form in regards to your father's dispute with Andy or the production or filing of any Land Titles documents in the matter whatsoever. If Andy needs some assistance in writing a correspondence I would be happy to assist him in that regard.

...cont.

3 of 4 / gm. 6
nov 23/09

following or showing any...
visiting a person at home or at work after being told not to do so...
parked vehicle outside the victim's home.

Confax 1112

Lynda Staub message on her father Lionel Bouchard's Cell. Phone 781-6387

February 16th or thereabouts as Dad left for Vancouver on February 12, 2008

Hi Dad!

We're still looking for you.

Can you call me, it's Lyn, 633-4345 and we've told the police to help try to track you done.

Can you call home or else we'll tell them to proceed.

633-4345 - you gotta call me today!!!!

Bye now.

April 12, 2008

Taped Message left on her father Lionel Bouchard's cellular 781-6387:

Lynda Staub - breach of bail and child abuse threats!!!!

"I'd like to tell you Dad that *if you come home to Manitoba, Marlene will be charged with "Breach of bail conditions"* and you can ask her what that is all about and you will be charged with child abuse!!!"

There's a *lot of people who know your story* and who are *ready to come forward.*

So you can come home and *face those charges - it's about time that you clear the air and we uh.....we welcome you with open arms when you get here.....*

BYE!!!

TRIPLE R1066
RCMP

HOOK & SMITH

Chartered Accountants, Solicitors and Notaries Public

204 - 3111 Portage Avenue

Winnipeg, Manitoba

CANADA

REG. Q1044

Tel: (204) 865-1520

Fax: (204) 817-8840

E-Mail: general@hookandsmith.com

Dennis A. Smith LL.B.
Bernard Toews B.A. LL.B.
Winston F. Smith Q.C.
Grant W. Davis, B.A. LL.B.
Gordon P. Hook (Retired)
Garry N. Harvey (1944-1998)

File 110603

FAX COVER SHEET

DATE: April 14, 2008

TO: Marlene Legaré

Re: Lionel Bouchard

Fax: (604) 467-5630

From: Dennis A. Smith

Pages (including Cover) 1

If you do not receive all pages, please call 885-4520 and ask for Colleen.

I received your voicemail and ~~was the subject of criminal prosecution. It is an offence to threaten criminal prosecution of this nature to do something.~~ Therefore, you and your father should take ~~appropriate action.~~

Yours truly,
Hook & Smith



Dennis A. Smith
DAS/ck

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND CONTAINS INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS NOTED ABOVE AT OUR COST.

THANK YOU

Agreement will confirm that Marlene Légaré will drop all charges including all 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 Légaré should he decide to move.

Dated: January 30, 2006

Signed:

Lynda Sta JB
Lynda Sta JB

Claire Demery
Claire Demery

André Bouchard
André Bouchard

Lionel Bouchard
Lionel Bouchard

Angela Bouchard
Angela Bouchard

Marlene Légaré
Marlene Légaré

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

Marlene is allowed to visit her father at any time.

LYNDA BROKE AGREEMENT IMMEDIATELY BY REFUSING MARLENE TO CONTINUE CARRYING FOR DAD THAT NITE

TO LIVE IN ST. EUSTACHE, FORCED OFF PROPERTY BY SON ANDY BOUCHARD

This Agreement made this 11th day of February, 2006

Between

ANDRE BOUCHARD,

Son, of the first part,

And

LIONEL BOUCHARD,

Father, of the second part.

NOW WITNESSETH THAT:

- 1) Lionel Bouchard has agreed to live at the St. Eustache Manor effective immediately to alleviate safety concerns;
- 2) Andre Bouchard has agreed that he will pay the rental expenses for Lionel Bouchard for the months of February, March and April, 2006 at the St. Eustache Manor,
 200 200 200
- 3) It is agreed that the family house located on Bouchard Drive in Elie will remain vacant and Lionel Bouchard will be given access to the family farm should he wish to visit or spend part of the day on the premises;
- 4) It is agreed between the parties that Lionel Bouchard will be allowed to return to live on the family farm on June 1st, 2006 should he so choose, at which time a new Agreement will be prepared between the above two parties.

SIGNED THIS 11TH day of February, 2006.

[Signature]
Witness

[Signature]
Lionel Bouchard

[Signature]
Andre Bouchard

2.10.06 PAID DAD
2.10.06 OF THE
8395 RETI AT
THE MANITOBA
HOUSING COMPLEX

RIGHT OF OCCUPANCY AGREEMENT

BETWEEN:

LIONEL BOUCHARD

Hereinafter called "the Vendor"

-and-

ANDRE LIONEL BOUCHARD

Hereinafter called "the Purchaser"

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

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

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

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

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

This is exhibit B
at the office of the Vendor
the 21 day of July 2009

A. RANFISH AT LAW

ENTITLED TO PRACTICE IN THE PROVINCE OF MANITOBA

From: WY925 #51A55975

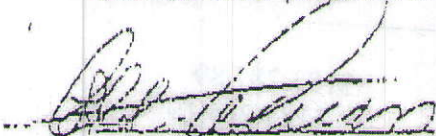
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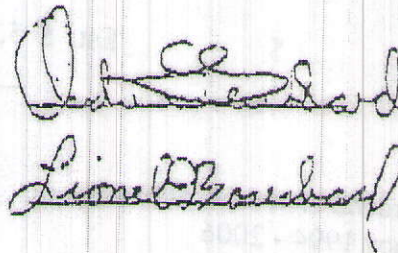
7-031 2 24/02

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

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement: this 22 day of September, 2002

SIGNED In the presence of:)





Lynda

Dad: What do you have against me to come to B.C. for a holiday?

Lynda: Where have you been staying for the last couple months?

Dad: I was in the States, and I have five first cousins, Joe and friends.

Lynda: How come it took you two months to go see Uncle Joe? How come it took you two months to go see Uncle Joe?

Dad: I wasn't around here. I was in the States for my lungs. I felt a lot better there in a warm country, so okay. I think that the whole works should be straightened out, have a reunion, it's going too far now, so why did they shut my line of credit at the bank?

Lynda: What?

Dad: They shut down my line of credit at the bank in Elie.

Lynda: Well how come you are in Vancouver? How come you were scare of Marlene and now you are living with her? (Lynda repeats the same question again.)

Dad: I've never been scared.

Lynda: How come you're not talking right? Are you eating correctly? Yeah. Is she feeding you or is she locking you up?

Dad: Well, come on now, nobody ever locked me up!

Lynda: Oh, how come you are losing weight?

Dad: Well, I want to loose weight, that is

Lynda: How much did you loose so far? How much did you loose so far?

Dad: Well, I did loss before I left and I am still cut down on food.

Lynda: What about your medication? Are you taking your medication?

Dad: Yeah, I am taking my medication and everything no problem, yeah

Lynda: How come you are giving your money away to Marlene?

Dad: Pardon?

Lynda: How come you are giving your money away to Marlene?

Dad: Pardon. That's not true!

Lynda: Oh yeah, we know that she is taking your money from the bank.

Dad: Well yes, well I needed, when you go on holiday, you take your money from, it's the first holiday I take in about ten years. I never went overseas. I never..

Lynda: That's good, but why is she taking money out of your bank account. How come you can't do it yourself?

Dad: Well, I do it myself. I do it on my own.

Lynda: That's not true she is doing for you.

Dad: Pardon?

Lynda: She is doing it for you, we know that, she is running all your affairs. How come?

Dad: No I can run my own affairs, no.

Lynda: No, she is running all your affairs Dad. You know did you sign a paper for her to take over all your affairs?

Dad: What do you mean by that?

Lynda: Did you sign a power of attorney for her to look after all your affairs, to take your money. You signed a power of attorney for that. Right?

Dad: Yeah.

Lynda: And you put Madeleine and Marlene for power of attorney?

Dad: Well, I could do whatever....I mean it's

Lynda: Well, how come you're letting her eat all your money away right now? She has something over your head, we know that. She is holding something over your head, we know that, right?

Dad: So you don't want me to move, go back to Manitoba right?

Lynda: You know what Dad, she is holding something over your head and you don't have to be scared of her because you now what, you'll only get a slap on the hand, so you may as well come clean because everyone knows already. You don't need to be locked up in her house anymore. I think two months is long enough Dad, everybody already knows, I talked

to Jules. I talked to a lot of people everybody knows anyways. So you may as well stop being scared of her and do what you want with your money and you don't have to let her control you no more.

Dad: I wasn't locked. I was in the States on my own. I have a lot of friends there. people

Lynda: How come she is controlling your cell phone?

Dad: Pardon?

Lynda: How come she controls your cell phone? How come you can't have your cell phone? How come? How come she listens to all our conversations? How come she is mailing things all over Manitoba? How come you are living with her and her boyfriend, her boyfriend has been in jail. How come you are living over there with them? Because there is something wrong. Because there is something wrong. So you know you don't have to be scared of her no more. You can do whatever you want, you can use your own money. You know you can come clean. Everyone knows your secret from 30 years ago. You are 84 years old. you are only going to get a slap on the hand, you are only going to get a warning, so don't let her scare you. You don't have to be locked up in that house with someone who has been in jail. What are they doing to you? How come you are talking right? Are they giving you drugs?

Dad: So what is the secret? There's a secret there, no?

Lynda: Well you know the secret. You are with Marlene, you tell me.

Dad: So you don't want me to go back to Manitoba?

Lynda: You know Dad, how come you are with Marlene when you were scared of her before? How come you are letting her run your affairs and take your money?

Dad: The whole issue, we should have...I have an agreement that I should go back home, isn't it? It was all signed.

Lynda: You know what Dad, what are you doing there when she is living with some guy who has been in jail, well how come you are living there. How come you didn't tell us before you left? that you were leaving.

Dad: Well, I am old enough to go on holidays.

Lynda: No, no, we're the ones looking after you. Did she make you Easter supper? What is she feeding you.

Dad: Oh, no problem. I was at Therese Bouchard and Adelard Bouchard and I had supper there. So, I am not suffering.

Lynda: How come when you went to see Joe, that she had to go along with her boyfriend. How come she doesn't let you go alone by yourself?

Dad: Well, I am not see right in Vancouver, so much traffic. I don't want to drive on my own. I did before but not now, well.

Lynda: How come you waited two months to call home?

Dad: I was in the States. How come you are charging me with child abuse, that's all lies, that's bullshit.

Lynda: What are you doing over there? What are you doing over there?

Dad: Well so I am enjoying sunny over here.

Lynda: You know Dad, the police are going to go after Marlene, because there was a breach of Court Order, she wasn't supposed to contact you or any family member and she breached the court order, so they are waiting, for her in Manitoba, and you're living with someone you are scared of, someone whose got you locked up and whose drugging you up and and you are stuttering Dad and controlling you and wasting all your money. And you were talking to her and you lied to us and said you weren't talking to her, and you took off and didn't talk to any family member for two whole months, so what's with that? How come you didn't talk to anyone, you didn't even tell your sister Peggy you were leaving? You had your sister, you had everybody worried.

Dad: How come you are charging me with child abusenow, it's all lie, there is no truth there, it's all lies.

Lynda: Dad, you know the truth. How come you are with Marlene right now? How come you are with Marlene? How come you are with Marlene?

Dad: Well, I'm allowed to visit with my daughter, my grandchildren.

Lynda: Well, how come she is causing so much trouble in the family. Have you figures that ore out? How come you were scared of her last year? And now you are in her house, locked up?

Dad: No, I've never been scared.

Lynda: Why did you lock the door on her?

DAD: Oh boy.

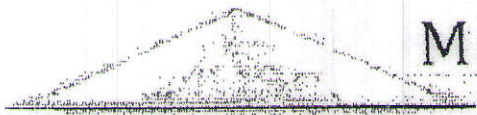
Lynda: How come you took off and did not tell the family you were leaving?

Dad: Pardon?

Lynda: How come you took off and did not tell the family you were leaving?

Dad: Well, I, well, when people leave for their holidays, they don't tell anybody

File Details



Manitoba Courts

File Details

(FD09-01-92873 STAUB, LYNDA vs LEGARE, MARLENE)

Documents Filed (FD09-01-92873)

Doc #	Reg Date	Court Location	Document	Notes
1	24-Nov-2009	Winnipeg-QB	APPLICATION - PROTECTION ORDER - DISMISSED	LYNDA STAUB
2	24-Nov-2009	Winnipeg-QB	DISPOSITION SHEET	JUSTICE OF THE PEACE J. COHN, 23NOV2009, APPLICATION DISMISSED

Parties (FD09-01-92873)

Party ID	Party Name	Lawyer
PE001	STAUB, LYNDA	
RE001	LEGARE, MARLENE	

Full Title of Proceedings (FD09-01-92873)

BETWEEN: LYNDA STAUB, PETITIONER, -AND- MARLENE LEGARE, RESPONDENT.

Court Hearings (FD09-01-92873)

Court Hearings not found

Related Files (FD09-01-92873)

Related Files not found

13,019,712

System: PB - PORTAGE (PEACE BONDS) (ADD) P:45
Wednesday, 15-Feb-2006 10:00 AM
Type Adult Page: 1

Judiciary R. Cunningham
Monitor:

Crown L. Hodgson
Clerk S. Moffitt

8 JEGARE, MARLENE MARY M
 Charge: 1 PEACE BOND \$10
 1st Appearance: 14-Feb-2006
 Pocket# 008-82986
 Report Number: Detachment PRIVATE PROSECUTIONS
 Offence Date(s): 05-Jan-2005 to 03-Feb-2006
 Disposition: *3* *Hold*

9 JEGARE, MARLENE MARY M
 Note: Informant ANDRE UJONEL BOURCHARD
 Charge: 1 PEACE BOND \$10
 1st Appearance: 14-Feb-2006
 Pocket# 008-82987
 Report Number: Detachment PRIVATE PROSECUTIONS
 Offence Date(s): 01-Sep-2005 to 30-Jan-2006
 Disposition: *Dismissed*

JEGARE, MARLENE MARY M
 Note: Informant: CLAIRE DENERY
 Charge: 1 PEACE BOND \$10
 1st Appearance: 14-Feb-2006
 Pocket# 008-82989
 Report Number: Detachment PRIVATE PROSECUTIONS
 Offence Date(s): 08-Feb-2004 to 11-Feb-2006
 Disposition: *Dismissed*
STARS AT # 198 Dec 5410
EVOS RT # 5690

JEGARE, MARLENE MARY M
 Note: Informant: L. RONEL ANDRE JOSEPH BOURCHARD
 Charge: 1 PEACE BOND \$10
 1st Appearance: 14-Feb-2006
 Pocket# 008-82970
 Report Number: Detachment PRIVATE PROSECUTIONS
 Offence Date(s): 01-Nov-2005 to 30-Jan-2006
 Disposition: *Dismissed*

JEGARE, MARLENE MARY M
 Note: Informant: L. LYNDA STUBS
 Charge: 1 PEACE BOND \$10
 1st Appearance: 14-Feb-2006
 Pocket# 008-82970
 Report Number: Detachment PRIVATE PROSECUTIONS
 Offence Date(s): 01-Nov-2005 to 30-Jan-2006
 Disposition: *Dismissed*

Courtroom: PB - PORTAGE (PEACE BONDS) (ADD) N
 Wednesday, 15-Feb-2006 10:00 AM
 Type Adult
 Printed: Feb 15, 2006
 Page: 1 of 4

FEBRUARY 15, 2006
RULING BY THE COURT

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As the court has said many times this morning, this is a section 810 application, and the court has to be satisfied of one of two things; that there will be personal injury to the applicants by the defendant, or that the applicants' property may be damaged by the defendant. And one or both of those requisites must be met for the order to be granted.

As the court has indicated several times this morning, there are many issues in this family, and those issues should be solved by mediation, hopefully, but if not, certainly by proper legal advice, and by court actions if that's what everybody feels is necessary. And when the court indicates court actions, it does not mean criminal law, because so far, the court has found nothing of any criminal nature here this morning, one way or the other.

So the question is, have any of the applicants proven either or both of those prerequisites? The answer is clearly in the negative.

But the simple fact of the matter is that Ms. Legare has made no threats to any member of her family, including her father. She has not threatened the property of any of them. And therefore, each of the peace bond applications is dismissed.

Form 18.1 (Rev. 01/01/08) - Registrar General - Registration No. 2391349
An instrument is registered that does not conform with the form of the instrument prescribed by regulation, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba
Consumer and
Corporate
Lands Title

CAVEAT Form 18.1

District of Portage la Prairie

1. CAVEATOR(S) include address and postal code
1. (X) Leonel Andre Bouchard
c/o 12345 - 234th Street, Maple Ridge, British Columbia V2X 0N7
claim an interest in the following land or mortgage, and I forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

2. PARTICULARS OF ESTATE OR INTEREST CLAIMED
A 1/4th estate as evidenced by a written agreement between the owner and the Caveator dated February 11, 2006.

3. LAND DESCRIPTION
SE 1/4 14-11-3 WPM, EXC
FIRSTLY: THE WLY 990 FBET PERP
SECONDLY: PLANS 2215 PLTO AND 28648 PLTO
THIRDLY: ROAD PLAN 1205 PLTO
MORTGAGE NUMBER
TITLE NUMBER(S) 1901751

4. NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE include postal code
Andre Lionel Bouchard, Box 746, Portage la Prairie, Manitoba R1N 3C2

5. ADDRESS OF CAVEATOR(S) FOR SERVICE include postal code
c/o 12345 - 234th Street, Maple Ridge, B.C. V2X 0N7

6. SIGNATURE OF CAVEATOR(S)
1. That I (we) am (are) the within (Agent of or Caveators) and the statements herein are true in substance and in fact.
2. The within Caveator(s) has (have) a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.
Dennis Alfred Smith - Agent
Name Signature
DATE
Y M D
2009 02 27

7. FARM LANDS OWNERSHIP DECLARATION
BY VIRTUE OF Agreement to Purchase Lease Loan Option to Purchase
The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:
Strike out inappropriate statement(s) and initial
1. The within land is not farm land as defined in The Farm Lands Ownership Act.
2. The within farm land is exempt by Regulation 325/07R of The Real Property Act, i.e. it is 5 acres or less.
3. The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).
4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
5. The interest in farm land is being claimed pursuant to a bona fide debt obligation.
6. The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).
7. Other (specify section of The Farm Lands Ownership Act)
Particulars:

Dennis Alfred Smith - Agent
Name Signature
DATE
Y M D
2009 02 27

8. INSTRUMENT PRESENTED FOR REGISTRATION BY include address, postal code, contact person and phone number
HOOK & SMITH, Barristers & Solicitors
201 - 3111 Portage Avenue, Winnipeg, Manitoba, R3K 0W4
Dennis A. Smith 885-4520

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement contained in this document and signed by the party making the statement has the same effect and validity as the oath, affidavit, affirmation or statutory declaration given pursuant to The Real Property Act.
NOTE: SCHEDULE INCLUDES FURTHER AND NECESSARY NOTES APPLICABLE TO BE READ AS EQUALLY ALL CAVEATORS MUST SIGN AND DATE.

20

File No. CI 07-01-54821

**THE QUEEN'S BENCH
WINNIPEG CENTRE**

BETWEEN:

ROBERT EDMOND VAN STEELANT,

plaintiff,

- and -

MARY YVETTE MONIQUE LYNDA STAUB,

defendant.

AND BETWEEN:

MARY YVETTE MONIQUE LYNDA STAUB,

plaintiff by counterclaim,

- and -

ROBERT EDMOND VAN STEELANT,

defendant by counterclaim.

CONSENT

TAYLOR McCAFFREY LLP
Barristers and Solicitors
9th Floor - 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5

KEVIN T. WILLIAMS

Direct Line: 988-0309
Fax: 957-0945
Client File No. 75304-1

FILED
QUEEN'S BENCH

JUN 12 2009

LAW COURTS
WINNIPEG

11

THE QUEEN'S BENCH
Winnipeg Centre

BETWEEN:

ROBERT EDMOND VAN STEELANT

plaintiff;

- and -

MARY YVETTE MONIQUE LYNDA STAUB

defendant

REPLY

1. The plaintiff joins issue with each and every allegation set forth in the Statement of Defence as if the same were set out separately and denied specifically, except where the same consists of admissions.
2. In reply to paragraph 3 of the Statement of Defence, the Plaintiff says that:
 - a) JEANETTE YOLANDE VAN STEELANT (hereinafter referred to as "Jeanette") made no financial or other contribution to the subject properties;
 - b) The transfer of the subject property from the plaintiff to Jeanette was for the purpose of providing security to Jeanette in the event of death of the plaintiff;
 - c) The subject properties were used by the plaintiff in his farming operation before, during, and after Jeanette's period of ownership;
 - d) The Plaintiff continued to make all payments in regard to the subject properties, including payment of property taxes, before, during, and after Jeanette's period of ownership;
3. In reply to paragraph 4 of the Statement of Defence, the plaintiff says that:

- 2 -

- a) There were no discussions whatsoever between the plaintiff and Jeanette or between the plaintiff and the defendant regarding the creation of a trust;
 - b) There was no intention by Jeanette to create a trust;
 - c) Jeanette intended to transfer the Properties to the plaintiff in his name alone;
 - d) In and around early 2006, to recognize the great lengths that the plaintiff went to, financial and otherwise, to assist Jeanette in her battle with illness, it was agreed by the plaintiff and Jeanette that the Properties would be transferred to the plaintiff as sole owner;
 - e) The defendant is employed by the Winnipeg Land Titles Office;
 - f) The defendant handled the entire transaction that resulted in the Properties being transferred into joint tenancy between the plaintiff and the defendant, including the preparation of the transfer documents, obtaining the signatures of all signatories to said documents, and the registration of said documentation in the Winnipeg Land Titles Office;
 - g) When the transfer document was presented to the plaintiff by the defendant for his signature, only his name was listed thereon as a transferee;
 - h) As a result, the plaintiff was not aware and did not agree at anytime to hold the Properties in joint tenancy with the defendant, or any other person, for any purpose whatsoever.
4. In reply to paragraph 5 of the Statement of Defence, the plaintiff says that there was no discussion at all about purchase of the property as between joint tenants as described or at all.
 5. In reply to paragraphs 7 to 9 of the Statement of Defence, the plaintiff says that:
 - a) He denies that the subject trust exists.
 - b) He denies any of the obligations named therein.

- 3 -

DEFENCE TO THE COUNTERCLAIM

6. The plaintiff and defendant to the counterclaim relies upon the statements in the Reply and adopts same in this Defence to Counterclaim.
7. The plaintiff and defendant to the counterclaim admits no allegations in the Counterclaim.
8. The plaintiff and defendant to the counterclaim denies all allegations in the Counterclaim.
9. In further answer to the entire Counterclaim, the plaintiff and defendant to the counterclaim says that:
 - a) He denies that the subject trust exists.
 - b) He denies any of the obligations named therein.
10. The plaintiff and defendant to the counterclaim therefore submits that the counterclaim be dismissed with costs.

January 29, 2009

LUKE BERNAS
D'ARCY & DEACON LLP
Barristers and Solicitors
1200 - 330 St. Mary Avenue
Winnipeg, Manitoba R3C 4E1
Ph. No.: 942-2271
Fax No.: 943-4242

TO: CHAPMAN GODDARD KAGAN
Barristers and Solicitors
1864 Portage Avenue
Winnipeg, MB R3J 0H2
Attention: Kelly P. Land

Other Incidences

On Sunday afternoon February 24, 2008, Andre Bouchard (who has two "Contacts" with sister Marlene Bouchard, showed up at the door with two RCMP officers with paper in his hands, at my home, while my father and I were on a floatplane in Coal Harbour. Daniel [redacted] was home but did not answer the door as he was sick in bed.

RCMP officers were dispatched three times to the house in Maple Ridge as Lynda

Staub, Andre Bouchard and Claire Demery were claiming that their father Lionel

Bouchard was being held against his will, and tied up to a bed. Lionel Bouchard returned from Arizona on March and called the Maple Ridge Detachment who came out to interview him on Friday night approximately 10:00 p.m. Mr. Bouchard stated that he had hired a lawyer and had chosen to go south until such time as the life estate issue and monies owed to him by Andre Bouchard was resolved.

Accidentally taped over very important first calls made from Lionel Bouchard on his cellular on April 12, 2008, Saturday, the first contact since his return from the States.

There was so much hate and animosity from his three children. Would like M.T.S. to provide copy of the following conversations as follows:

Andre Bouchard [redacted] 2:19 minutes April 12 - 10:17 a.m.

Lynda Staub [redacted] 9:33 minutes April 12 - 10:20 a.m.

Claire Demery [redacted] 2:02 minutes April 12 - 11:09 a.m. ✓ Transcribed

February 11, 2008 9

Stonewall RCMP
Stonewall, Manitoba

Fax: 204-467-2266

Attn: Sgt. Muir

Re: Complaint of making telephone calls against my will

In speaking with my attorney, he has requested a copy of the the complaint of which you were investigating this morning against myself which may be faxed to 604-465-5632.

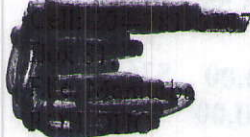
The last telephone calls to Manitoba were with respect to my brother's funeral last week to my sisters and prior to that on New Year's Day wishing ALL my children a Happy New Year!

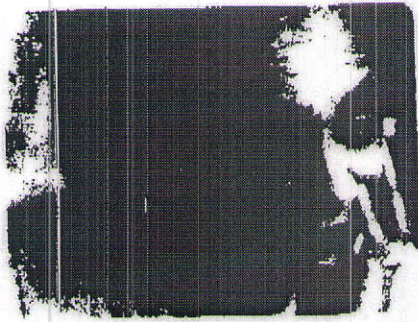
In the past, my daughter Lynda Staub has threatened to charge me with child abuse if I dared return to Manitoba and as court date is imminent against my son Andy Bouchard, and the my daughter's two year probation period just over, hence the reason I feel for her last attempt to keep me from my legal rights.

This is harassment, pure and simple and I wish for it to stop immediately. not to mention a waste of taxpayer dollar and RCMP manpower!

Yours truly,

Lionel Bouchard
Lionel Bouchard





What is Elder Abuse?

Elder abuse is any form of mistreatment that results in harm or loss to an older person. It is generally divided into the following categories:

- Physical abuse is physical force that results in bodily injury, pain, or impairment. It includes assault, battery, and inappropriate restraint.
- Sexual abuse is non-consensual sexual contact of any kind with an older person.
- Domestic violence is an escalating pattern of violence by an intimate partner where the violence is used to exercise power and control.
- * • Psychological abuse is the willful infliction of mental or emotional anguish by threat, humiliation, or other verbal or nonverbal conduct.
- Financial abuse is the illegal or improper use of an older person's funds, property, or resources.
- Neglect is the failure of a caregiver to fulfill his or her care giving responsibilities. Self-neglect is failure to provide for one's own essential needs.

How big a problem is it?

Although estimates vary, it is generally believed that 4-6% of the elderly are abused.

According to the National Incidence Study on Elder Abuse, approximately 450,000 elderly experienced abuse in 1996 nationwide. If self-neglect is included, the number is 551,000.

How serious a problem is it?

The personal losses associated with abuse can be devastating and include the loss of independence, homes, life savings, health, dignity, and security.

Victims of abuse have been shown to have shorter expectancies than non-abused older people.

How can I learn more?

- Comijs, H.C., Pot, A.M., Smit, H.H., & Jonker, C.. (1998). "Elder abuse in the community: Prevalence and consequences. *Journal of the American Geriatrics Society*, 46, 885-888.

<http://www.preventelderabuse.org/elderabuse/>

6/16/2009



Critical Issues in Elder Abuse Section

Elder abuse is a relatively new field that raises many complex ethical, legal, and clinical questions. It has challenged our understanding of such fundamental concepts as personal freedom, the role of culture in defining family responsibility, and society's obligations to its members. This section of our website describes some of these challenging issues and will continue to present new ones as these emerge:

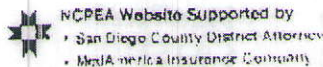
The role of culture in elder abuse and neglect. Culture influences how abuse is manifested, perceived, and responded to. It dictates victims' willingness to accept help and determines who they will turn to in times of need. Learn more about the critical role culture plays.

Mental capacity, consent, and undue influence. Effectively assessing and responding to elder abuse frequently requires an understanding of what vulnerable persons understand, their capacity to exercise informed consent, and their ability to withstand undue influence. Learn more about these issues and how they come into play in elder abuse cases.

The relationship between elder abuse and substance abuse. Substance abuse is the most frequently cited risk factor associated with elder abuse, affecting both victims and perpetrators. Learn more about the complex relationship between substance abuse and elder abuse.

Autonomy, self-determination, and least restrictive alternatives. Those who work with victims of abuse are committed to preserving clients' freedom and civil liberties even when doing so may jeopardize clients health and safety. Learn more about these fundamental principles.

Restitution. Requiring perpetrators to compensate victims for their losses can help victims heal financially and emotionally. It further holds perpetrators accountable to victims and their communities. As more cases of financial elder abuse are prosecuted, those who work with elderly victims need to understand this fundamental victims' right and challenges to protecting it.



NCEA Website Supported by
 • San Diego County District Attorney
 • MedAmerica Insurance Company

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<http://www.preventelderabuse.org/elderabuse/issues/>

6/16/2009

April 12, 2008

Taped Message left on her father Lionel Bouchard's cellular 781-6387:

Lynda Staub - breach of bail and child abuse threats!!!!

"I'd like to tell you Dad that *if you come home to Manitoba, Marlene will be charged with "Breach of bail conditions" and you can ask her what that is all about and you will be charged with child abuse!!!*

There's a *lot of people who know your story* and who are ready to come forward.

So you can come home and *face those charges* - it's about time that you clear the air and we uh.....we welcome you with open arms when you get here.....

BYE!!!

HOOK & SMITH

Barristers, Solicitors and Notaries Public

201 - 3111 Portage Avenue
Winnipeg, Manitoba
CANADA
R3K 0W4
Tel: (204) 885-4520
Fax: (204) 837-9846
E-Mail: general@hookandsmith.com

Dennis A. Smith LL.B.
Bernard Toews B.A. LL.B.
Winston F. Smith Q.C.
Grant W. Davis, B.A. LL.B.
Gordon P. Hook (Retired)
Garry N. Harvey (1944-1998)
File No 11090 S

March 28, 2008

REGISTERED MAIL

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

Dear Mr. Blogg:

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

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

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

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

We look forward to your anticipated cooperation.

Yours truly,
Hook & Smith

COPY

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

May 12, 2008

RCMP,
Headingley, Manitoba
ATTN: SERGEANT JOLLI COEUR

RE: THREATS BY LYNDA STAUB
UNAUTHORIZED USE OF PHOTOCOPY OF STOLEN POWER OF
ATTORNEY BY CLAIRE DEMERY
THEFT OF PERSONAL BELONGINGS - ANDRE & ANGIE BOUCHARD
LYNDA STAUB & CLAIRE DEMERY

Since my slip and fall on ice in December 2005, I have been the subject of abuse by three of my children who reside in Manitoba. Prior to that, I have evidence that the family was getting along very well, getting together for family reunions with all eight surviving children, for weddings and social events.

This all changed when my son Andre Bouchard sought an opportunity to evict me from my home of 50 years when I was hospitalized as a result of head injury to the back of my head which almost took my life twice after I fell upon exiting a church when attending a funeral.

Based on my frustration at getting myself reinstated to my home as per agreements signed by these children in Manitoba as well as being told repeatedly that Andy had no time for me when I visited him at Blights in Portage in order to try to collect mortgage money due me which he deliberately omitted to register at the time of the purchase, in addition to the agreed upon life estate agreement since registered in February 2008 by way of caveats this after I was forced to engage an attorney to represent me.

Since then, I have been subjected to threats by Lynda Staub reported of child abuse if I return to Manitoba.

Claire Demery by way of a photocopy of a stolen power of attorney reported to Headingley, stolen by Andre Bouchard and charged on January 29, 2006, which charges where stayed unfortunately citing "family dispute" giving me the impression that there is no law against stealing from family, which would have prevented more of the abuse and manipulation and bullying which is still going on in order to prevent me from asserting my legal rights not to mention peace and enjoyment in my retirement.

- 2 -

In addition, these same parties, are still intent on continuing in their attempt to have me committed to an institution with their lies with respect to my health which seems to be the theme of all their calls to me since going on holidays to get away and to allow my attorneys time to sort out this sordid nightmare!

Two days prior to suffering the concussion, Land Title records indicate that Andre Bouchard placed a \$150,000 mortgage of the homestead, this despite owing me monies on the mortgage because this was never registered my mortgage on title. All the details are currently with my lawyers Dennis Smith and Winston Smith of Hook & Smith firm.

I am writing to request an investigation of wrongdoing in three separate instances, namely:

- threat by Lynda Staub, in an attempt to block my return to Manitoba from holidays in States and B.C. while visiting numerous relatives
- unauthorized use of power of attorney by Claire Demery to close down my line of credit at the Credit Union in Elie
- theft and destruction of my possessions while I was in the hospital as documented in their own words in emails and which I found pieces of land title paperwork buried in the backyard by Andy Bouchard, (now in my attorney's possession) the son who initiated all the animosity now ongoing amongst some remaining family members as a result of his refusing to honour our agreement at the time when he approached me to buy the balance of the 100 year old Bouchard homestead which included my right to live in my home for the rest of my life in peace and quiet.

I find myself the recipient of hate by these three children: Andre Bouchard, first and foremost and the behind-the-scenes instigator of every event that occurred in the past two years. Lynda Staub who is now embroiled in a lawsuit over my ex-wife's estate by using her position at Land Titles to transfer her Mother's land into her name three days after having her gravely ill mother change her will, which can be confirmed by Robert Van Steelant, of Winnipeg, her now late husband, 633-3208 and now Claire Demery's true colours are showing when she used the stolen power of attorney provided by Andy Bouchard to close down my account at the Credit Union in Elie as well as requesting copies of six months of cellular bills as confirmed by M.T.S. to try to breach the only daughter who had the wherewithal to come out and rescue me from the mental asylum Andy had lined up for me, as can be confirmed by two psychiatrists in Portage La Prairie. This after being told by the Judge in Portage on February 15 to get a mediator, after this judge voiced his opinion that it was not an emergency to move Lionel Bouchard out of his home. I believe that I was drugged as I do not recall going to court that morning, the same day that Andre, Claire, Angie, and Lynda moved me out of my home of 50 years to St. Eustache. This occurred after everyone, myself included, spent the night at Andy Bouchard's in Portage, the night before in order to attend court.

Q.B. Court File No./N° de dossier: Cour du Banc de la Reine
(complete after transmission to QB) (numero attribue par le greffe)

Justice of the Peace /Juge de paix: JJP B. Harvey

Date: October 31, 2008

Expiry Date/Date d'expiration: October 31, 2012

BETWEEN/ENTRE:

Lionel Andre Bouchard
- and/et -
Andre Lionel Bouchard

Applicant/Requérant(e)

Respondent/Intimé(e)

PROTECTION ORDER/ORDONNANCE DE PROTECTION

THIS APPLICATION made by/LA PRÉSENTE REQUÊTE présentée sans préavis par
Lionel Andre Bouchard

for a Protection Order for in view d'obtenir une ordonnance de protection pour

Lionel Andre Bouchard

and the following minor children/et les enfants mineurs suivants:

NAME/NOM	DOB/NE(E) LE	NAME/NOM	DOB/NE(E) LE

made without notice was heard this day and/or été entendue aujourd'hui, à/au 406 York Avenue, Winnipeg
Manitoba /au Manitoba.

ON READING the documents filed and ON HEARING the
evidence given, THIS ORDER IS MADE under The Domestic
Violence and Stalking Act for the protection of

APRÈS AVOIR LU les documents déposés et APRÈS AVOIR
ENTENDU les témoignages, LE TRIBUNAL REND, en vertu
de la Loi sur la violence familiale et le harcèlement criminel,
une ordonnance de protection pour

Lionel Andre Bouchard

THE RESPONDENT, LE TRIBUNAL ORDONNE À L'INTIMÉ(E), Andre Lionel Bouchard

for a period of/pour une période de 3 years shall comply with the following conditions/de
respecter les conditions suivantes.

(see conditions on reverse)/(voir les conditions à l'endos)

Domestic Violence/Violence familiale Yes/Oui No/Non

Faxed/Sent to Police Agency/Dat. Yes/Oui

Teletype/renvoyée au Service ou Detachement de police de Yes/Oui

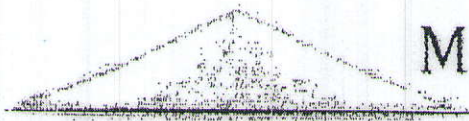
NOTIFICATION SENT TO /NOTIFICATION ENVOYÉE À: _____

VARIATION/MODIFICATION Yes/Oui
See/voir la Formule MGS268

THIS ORDER WILL BE FILED IN THE COURT OF DUFFIN'S BENCH AT/LA PRÉSENTE ORDONNANCE SERA DÉPOSÉE À LA
COUR DU BANC DE LA REINE AU 406 York Avenue, Winnipeg

Telephone 945-1529 Facsimile/Teletype 945-7130
Original: Court/Cour Applicant/Requérant(e) Respondent/Intimé(e) Peace Officer/Agent de la paix

(Certificate of Service to be completed and forwarded to QB at the above address.
Le certificat de signification doit être rempli et envoyé à la CBR à l'adresse susmentionnée.)



Manitoba Courts

Search Criteria

Surname/Company: Bouchard **Given Name:** Lionel
Lawyer Name: **Firm Name:**
Registration Start Date: Jan, 1984 **Registration End Date:** Jun, 2010
Divisions: ALL

Search Results

7 matches found

File Number	Reg Date	Short Title
CI08-01-57415	04-Jul-2008	BOUCHARD, LIONAL A VS BOUCHARD, ANDRE
CI08-01-57416	04-Jul-2008	BOUCHARD, LIONAL VS BOUCHARD, ANDRE
CI08-01-63501	02-Nov-2009	BOUCHARD, LIONEL A. VS SLEGGERS, MICHAEL B.
FD09-01-92671	02-Nov-2009	BOUCHARD, LIONEL A. VS STAUB, LYNDA
FD09-01-92674	02-Nov-2009	BOUCHARD, LIONEL A. VS BOUCHARD, ANDRE L.
FD09-01-92675	02-Nov-2009	BOUCHARD, LIONEL A. VS DEMERY, CLAIRE D.
SC03-01-96817	09-Oct-2003	BOUCHARD, LIONEL VS KILDONAN TREE SERVICE LTD.



Manitoba Courts

File Details

(CI08-01-57415 BOUCHARD, LIONAL A vs BOUCHARD, ANDRE)

Documents Filed (CI08-01-57415)

Doc #	Reg Date	Court Location	Document	Notes
1	04-Jul-2008	Winnipeg-QB	STATEMENT OF CLAIM	
2	04-Jul-2008	Winnipeg-QB	NOTICE OF MOTION (MASTER)	OF PLAINTIFF, PENDING LITIGATION ORDER
3	04-Jul-2008	Winnipeg-QB	AFFIDAVIT	OF PLAINTIFF, 04JUL2008
4	08-Jul-2008	Winnipeg-QB	DISPOSITION SHEET	MASTER RING 08JUL2008
5	08-Jul-2008	Winnipeg-QB	PENDING LITIGATION ORDER	MASTER RING 08JUL2008
6	21-Jul-2008	Winnipeg-QB	STATEMENT OF DEFENCE	

Parties (CI08-01-57415)

Party ID	Party Name	Lawyer
DE001	BOUCHARD, ANDRE LIONEL	LAND KELLY P.
PL001	BOUCHARD, LIONEL ANDRE	SMITH Q C WINSTONE

Full Title of Proceedings (CI08-01-57415)

BETWEEN: LIONEL ANDRE BOUCHARD PLAINTIFF, -AND- ANDRE LIONEL BOUCHARD DEFENDANT.

Court Hearings (CI08-01-57415)

Court Date	Court Time	Status	Hearing Type	Notes
06-Jul-2008	09:30	PENDING	MASTER'S UNCONT LIST (MON - FRI @ 9:30)	OF PLAINTIFF, PENDING LITIGATION ORDER
06-Jul-2008	09:30	PENDING	MASTER'S UNCONT LIST (MON - FRI @ 9:30)	OF PLAINTIFF, PENDING LITIGATION ORDER

Related Files (CI08-01-57415)



Manitoba Courts

File Details

(CI08-01-57416 BOUCHARD, LIONAL vs BOUCHARD, ANDRE)

Documents Filed (CI08-01-57416)

Doc #	Reg Date	Court Location	Document	Notes
1	04-Jul-2008	Winnipeg-QB	NOTICE OF APPLICATION	QB RULE 60.03 AND 60.09 (SET BY SINCLAIR, J. MOT. CRT. 30-JUL-2008)
2	04-Jul-2008	Winnipeg-QB	AFFIDAVIT	OF APPLICANT, 04JUL2008
3	04-Jul-2008	Winnipeg-QB	AFFIDAVIT	OF COLLEEN OWEN, 04JUL2008
4	04-Jul-2008	Winnipeg-QB	AFFIDAVIT	OF MICHAEL SLEGGERS, 25JUN2008
5	14-Jul-2008	Winnipeg-QB	MOTION BRIEF	
6	15-Jul-2008	Winnipeg-QB	AFFIDAVIT	CARRIE LEE MARIE ALLARD 15JUL2008
7	16-Jul-2008	Winnipeg-QB	AFFIDAVIT OF SERVICE	NOTICE APPLIC & AFFTS ON JACK BOCK 09JUL2008
8	16-Jul-2008	Winnipeg-QB	DISPOSITION SHEET	GREENBERG J, 16JUL2008, ADJ 30JUL2008 10AM LIST; MATERIAL IN RESPONSE TO FILE BY 21JUL2008
9	21-Jul-2008	Winnipeg-QB	AFFIDAVIT	ANDRE LIONEL BOUCHARD, 21JUL2008
10	30-Jul-2008	Winnipeg-QB	DISPOSITION SHEET	SINCLAIR, J 30JUL2008 ADJ TO 13AUG2008 @ 10:00 AM FOR HEARING
11	05-Aug-2008	Winnipeg-QB	APPEAL BRIEF	OF COLLEEN OWEN
12	06-Aug-2008	Winnipeg-QB	MOTION BRIEF	OF RESP
13	07-Aug-2008	Winnipeg-QB	BOOK OF DOCUMENTS	AUTHORITIES APPLICATION FOR POSSESSION
14	12-Aug-2008	Winnipeg-QB	CORRESPONDENCE - FROM	WINSTON F. SMITH, Q.C. - 12-AUG-2008 - MOT SET 13-AUG-2008 ADJ SINE DIE

Parties (CI08-01-57416)

Party ID	Party Name	Lawyer
----------	------------	--------

AP001	BOUCHARD, LIONEL ANDRE	SMITH, Q.C. WINSTONE
RE001	BOUCHARD, ANDRE LIONEL	
RE002	BOCK, JACK	

Full Title of Proceedings (CI08-01-57416)

BETWEEN: LIONEL ANDRE BOUCHARD APPLICANT, -AND- ANDRE LIONEL BOUCHARD
AND JACK BOCK RESPONDENT.

Court Hearings (CI08-01-57416)

Court Date	Court Time	Status	Hearing Type	Notes
13-Aug-2008	10:00	ADJNODATE	CIVIL CONTESTED MOTIONS	QB RULE 60.03 AND 60.09 (SET BY SINCLAIR, J. MOT. CRT. 30-JUL-2008)Adj to no date.
30-Jul-2008	10:00	PENDING	CIVIL UNCONTESTED MOTIONS (10:00)	QB RULE 60.03 AND 60.09
16-Jul-2008	10:00	ADJOURNED	CIVIL UNCONTESTED MOTIONS (10:00)	QB RULE 60.03 AND 60.09. Adj from 16-Jul-2008 to 30-Jul-2008

Related Files (CI08-01-57416)

Related Files not found



Manitoba Courts

File Details

(CI07-01-54821 VAN STEELANT, ROBERT E. vs STAUB, MARY V.M.L.)

Documents Filed (CI07-01-54821)

Doc #	Reg Date	Court Location	Document	Notes
1	07-Dec-2007	Winnipeg-QB	STATEMENT OF CLAIM	
2	27-May-2008	Winnipeg-QB	STATEMENT OF DEFENCE & COUNTERCLAIM	
3	24-Sep-2008	Winnipeg-QB	NOTICE OF CHANGE OF LAWYER	THE PLTF HAS APPOINTED LUKE BERNAS AS LAWYER OF RECORD-AFF OF SER
4	27-Jan-2009	Winnipeg-QB	NOTICE OF MOTION (MASTER)	DEF, PENDING LITIGATION ORDER
5	27-Jan-2009	Winnipeg-QB	AFFIDAVIT	OF MARY YVETTE MONIQUE LUNDA STAUB, SE, 23JAN2009
6	29-Jan-2009	Winnipeg-QB	DISPOSITION SHEET	MASTER RING 29JAN2009 ADJ SINE DIE
7	29-Jan-2009	Winnipeg-QB	REPLY	(TO ST/DEF & ST/DEF TO C/CL) PLTF
8	10-Feb-2009	Winnipeg-QB	NOTICE OF MOTION (JUDGE)	OF THE DEF/PLTF BY COUNTERCLAIM, LEAVE TO AMEND THE ST./DEFENCE & COUNTERCLAIM, OTHER RELIEF,
9	19-Feb-2009	Winnipeg-QB	REQUISITION	UPDATED ON DOC #8
10	20-Feb-2009	Winnipeg-QB	DISPOSITION SHEET	GREENBERG J 17FEB2009 ADJ SINE DIE
11	24-Feb-2009	Winnipeg-QB	DISPOSITION SHEET	MASTER COOPER 24FEB2009 ADJ SINE DIE
12	25-Feb-2009	Winnipeg-QB	AFFIDAVIT	OF SAMANTHA JEAN HODGINS SWORN 24FEB2009
13	25-Feb-2009	Winnipeg-QB	REQUISITION	UPDATE DOC. # 4 BRING MATTER BACK ON LIST FOR 26-FEB-2009 AT 9:30 A.M.
14	26-Feb-2009	Winnipeg-QB	AFFIDAVIT OF SERVICE	AFF OF SAMANTHA JEAN HODGINS SWORN 24FEB2009 2 REQS TO AMEND ST OF DEF AND

				COUNTERCLAIM AND MTN TO OBTAIN PENDING LIT ORDER ON L. BERNAS 25FEB2009
15	26-Feb-2009	Winnipeg-QB	DISPOSITION SHEET	MASTER COOPER 26FEB2009 ORDER TO AMEND AND PLO SIGNED
16	26-Feb-2009	Winnipeg-QB	ORDER	MASTER COOPER 26FEB2009 LEAVE TO AMEND ST OF DEF AND COUNTERCLAIM
17	26-Feb-2009	Winnipeg-QB	PENDING LITIGATION ORDER	MASTER COOPER 26FEB2009
18	01-Apr-2009	Winnipeg-QB	NOTICE OF CHANGE OF LAWYER	OF MARY Y.M.L. STAUB
19	02-Jun-2009	Winnipeg-QB	NOTICE OF REJECTION	AMENDED ST/DEF & C/CL
20	12-Jun-2009	Winnipeg-QB	CONSENT	AMENDED ST/DEF & C/CL
21	12-Jun-2009	Winnipeg-QB	REQUISITION - AMENDMENT	ST/DEF & C/CL
22	12-Jun-2009	Winnipeg-QB	AMENDMENT	ST/DEF & C/CL, BODY

Parties (C107-01-54821)

Party ID	Party Name	Lawyer
DE001	STAUB, MARY YVETTE MONIQUE LYNDA	WILLIAMS, KEVIN T.
PL001	VAN STEELANT, ROBERT EDMOND	BERNAS, LUKE ROBERT

Full Title of Proceedings (C107-01-54821)

BETWEEN: ROBERT EDMOND VAN STEELANT PLAINTIFF, -AND- MARY YVETTE
MONIQUE LYNDA STAUB DEFENDANT.

Court Hearings (C107-01-54821)

Court Date	Court Time	Status	Hearing Type	Notes
26-Feb-2009	09:30	PENDING	MASTER'S UNCONT LIST (MON - FRI @ 9:30)	DEF. PENDING LITIGATION ORDER
24-Feb-2009	09:30	PENDING	MASTER'S UNCONT LIST (MON - FRI @ 9:30)	DEF. PENDING LITIGATION ORDER
24-Feb-2009	09:30	PENDING	MASTER'S UNCONT LIST (MON - FRI @ 9:30)	OF THE DEF/PLTFF BY COUNTERCLAIM, LEAVE TO AMEND THE ST./DEFENCE & COUNTERCLAIM, OTHER RELIEF,
17-Feb-2009	10:00	PENDING	CIVIL UNCONTESTED MOTIONS (10:00)	OF THE DEF/PLTFF BY COUNTERCLAIM, LEAVE TO AMEND THE ST./DEFENCE &

29-Jan-2009 09:30 PENDING MASTER'S UNCONT
LIST (MON - FRI @
9:30)

COUNTERCLAIM, OTHER RELIEF,
DEF. PENDING LITIGATION ORDER

Related Files (CI07-01-54821)

Related Files not found

File No. CI 08-01-

**THE QUEEN'S BENCH
Winnipeg Centre**

BETWEEN:

LIONEL ANDRÉ BOUCHARD,

- and -

applicant,

ANDRÉ LIONEL BOUCHARD and JACK BOCK,

respondents.

*Application under The Court Of Queen's Bench Act, C.C.S.M. c. C280 and the Court of
Queen's Bench Rules 60.03 and 60.09*

AFFIDAVIT OF MICHAEL BERNARDIS SLEGERS
SWORN THE DAY OF , 2008

HOOK & SMITH
Barristers and Solicitors
201 - 3111 Portage Avenue
Winnipeg, Manitoba
R3K 0W4

Winston F. Smith, Q.C.
Ph: 885-4520
Fax: 837-9846
File No. 11090S

File No. CI 08-01-

**THE QUEEN'S BENCH
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- and -

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Application under The Court Of Queen's Bench Act, C.C.S.M. c. C280 and the Court of Queen's Bench Rules 60.03 and 60.09

AFFIDAVIT OF MICHAEL BERNARDIS SLEGRS

I, MICHAEL BERNARDIS SLEGRS, of the Town of St. François Xavier, in the Province of Manitoba, retired,

MAKE OATH AND SAY THAT:

1. I am a personal friend of the applicant who is presently living with me at my residence at:

[REDACTED ADDRESS]

2. The applicant has been living with me for about two weeks having returned to Manitoba to live in his home at or near the Town of Elie in the Province of Manitoba, which home is hereinafter referred to as the "Lionel Bouchard home".

3. I have known the applicant and his family for many, many years and was shocked at the disrespect many of the children of Lionel Bouchard have demonstrated towards him, including the respondent, André Lionel Bouchard, after his release from hospital in February 2006 following his unfortunate accident. I specifically informed the respondent, André Lionel Bouchard, at that time, that he was not honouring his father and that I, Michael Bernardis Slegers, would work at bringing peace among the family members.

4. In or about the early summer months of 2006, as a result of my expressed concern for the welfare of the applicant, the respondent, André Lionel Bouchard, visited me at my residence and informed me that he was going to fix up the Lionel Bouchard home so Lionel Bouchard, the applicant, could return to the home to live and enjoy it as he had prior to his accident in December 2005. The respondent further confirmed that his father would live in the Lionel Bouchard home free of charge. These commitments were confirmed to me by the respondent, André Lionel Bouchard, with a handshake after I told him that I would only shake his hand if he intended to follow through with his commitments as stated herein.

5. I am aware that since sometime after the commitment he made to me as referred to in paragraph 4 herein, the respondent, André Lionel Bouchard, rented the Lionel Bouchard home to a resident from, a nearby hotel, a person who I understand to be Jack Bock.

I make this Affidavit *bona fide* and in support of an Order from this Honourable Court restoring possession of the Lionel Bouchard home to my friend, the applicant, Lionel André Bouchard.

SWORN before me at the)
of _____ in the Province of)
Manitoba, this _____ day of)
June, 2008.)

Michael Bernardis Slegers

Winston F. Smith
A Notary Public in and for the
Province of Manitoba

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Fw: Auntie Madeleine Fillion, Room 8, Grace Hospice - if you would like to visit.

At that 'huddle' in Dad's Room in St. Eustache Manor (you sitting in your rental car in the parking lot [REDACTED] with Andy, Claire, Angie, Linda... I DID look Andy B in the eye & asked him TWICE, in front of Claire & Angie... *"IF I try to resolve this, take reason with you, let me do exactly what Dad live here, St. Eustache, with Jane - will you Dad let him have more. And, do you give in your word that Dad will give home if he wishes to?"* I say again, I asked him THREE TIMES in front of Claire, Angie, and Dad.. and he GAVE ME HIS WORD. Yet, it didn't happen. Suddenly there were 'things to repair' and it wasn't 'fit for Dad to live in'..... how convenient. Yet, yes, I agree with you, I'm sure he DID disregard Dad's well-being & shirk his responsibilities as Landlord to his Tenant (his own Father???) by not fixing what Dad had asked for over & over again (ie. the shower, & other things you mentioned years ago). I believe that Andy Bouchard *would have been a 'slum landlord' even with his own Father*. I watched him lie & cheat & steal from Dad (his 'purple gas' from the tanks in the yard, every time Dad left) and I know he is a self-serving, narcissistic abuser.

Doreen

Thank you as well for having so little concern for how I was TRAUMATIZED by Andy B until I finally left at 17!. He was never punished for giving me a black eye when I tried to stop him from beating up on Gerry. You, nor Mom, never stopped him from grabbing my ankles & pushing his foot into my crotch, keeping me trapped like that on the floor, completely helpless, until HE got bored with that physical/sexual abuse.

Thank you, too, for punishing Andy B (NOT!!!!) when he peeked from behind the shower curtain at me sponge-bathing, many, many times... or from the roof of the kitchen into my BR window as I dressed after dark... and then for coming to my room & trying to put his hand up my vagina as I slept, TWICE... something I told Mom about, but she, too, did NOT punish him & only told me *it won't happen again* to [REDACTED].

Dad, I'm very sorry to have to say that I see him as 'a chip off the old block', in so many ways, especially regarding his lustful, degrading, chauvinistic view of women. I, all his pals in Ellie were well aware of his running around/chasing skirts/cheating on Ange while they dated from her age 14 or 15 (8). I have no doubt, continuously throughout their marriage although I have NO proof, so don't go pulling me on THAT, Mum!

He was a PIG. I was well aware of the 'double standard' for HIS behavior - like you & Mom letting him have Ange sleep over in his bedroom, weekends, from the time he was 16 or 17. Yet, I was a 'slut' for staying out 'til midnight??

Doreen,

[REDACTED]