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Our Reference: 1341.23

Your Reference:

October 19, 2006

The Star Phoenix
204-5th Avenue N.
Saskatoon, SK S7K 2P1

Attention: Lori Coolican

Dear Madam;

RE: [REDACTED] v. [REDACTED] et al, FLD No. 117 of 2006, J.C. of Saskatoon

Please be advised that I act on behalf of Children's Haven. Children's Haven is a non-profit organization that has operated in Prince Albert for 16 years.

I have been consulted by Children's Haven with respect to a front page article in the Star Phoenix that appeared in the October 19, 2006 edition. The article contains a number of inaccuracies. I am not sure of the reason as to why inaccurate information appeared in the newspaper article. Specifically, it is stated as follows:

"Meanwhile, two weeks have passed since a family court judge granted [REDACTED] and [REDACTED] weekly one-hour visits with the baby under supervision at a facility in Prince Albert, while the custody issue is awaiting trial.

No visits have taken place. According to recent correspondence from the Prince Albert couple's lawyer, the supervising facility will not allow [REDACTED] to be with [REDACTED] when he visits the baby because its own internal rules state "parents, not other people."

The above statement is not accurate. Generally speaking, the policy of Children's Haven is to facilitate a supervised access visit with a parent. Generally speaking, the access visit is to be between the parent and the child or children and not a parent and grandparents, uncles, aunts, etc. and the child or children. This is a general policy. However, the general policy is, of course, changed when necessary and was intended to be changed in light of the Court Order made by the Honourable Mr. Justice S. Smith. Consequently, it is totally inaccurate to state that the "supervising facility" (ie: Children's Haven) will not allow [REDACTED] to be with [REDACTED] when he visits the baby.

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In addition, there is a statement made in the newspaper article as follows:

"The facility, a crisis centre called Children's Haven, will not allow any visits until both sides have agreed on a contract setting out the terms, the couple's lawyer wrote.

The terms they propose include that [REDACTED] not refer to himself as "daddy or any other name derivative of this title," not take any photographs or describe the visits to the media and not call the baby by any name other than the one they've chosen, in order to avoid "confusing" him." (emphasis added)

The above statement is inaccurate or, at the very least, highly misleading. The facts are that the facility known as Children's Haven does have a "supervised visits contract" that they require the visiting parent to sign. A copy of that contract is attached. As you will note from the attached, the supervised visits contract states matters such as "the child will not be taken off the premises at any time".

The above referred to article seems to imply that Children's Haven will not allow visits until both sides have agreed on a contract setting out the terms. There is then the ambiguous and misleading term of "they propose". Children's Haven has one contract. That is a requirement for a parent to sign. Children's Haven has not proposed anything concerning what Mr. [REDACTED] may refer to himself as, etc. We acknowledge that later on in the article that there is somewhat of a clarification concerning:

"Such an arrangement is against the rules of Children's Haven, but due to the age of our child and the circumstances...this situation is somewhat unique," they added."

In addition, there is a suggestion in your article that Mark Vanstone, the lawyer representing [REDACTED] and [REDACTED] said that,

"...because of an unusual amount of resistance from Children's Haven in making the arrangements, that the location of the supervised visits may have to be changed."

It is our position that Children's Haven has not been resistant whatsoever.

Finally, it is stated that,

"The woman who has custody of the baby states that she "was, or is, a board member for Children's Haven and has been a financial donor in the past"."

Ms. [REDACTED], if that in fact is the "woman who has custody of the baby", which I believe to be the case, has never been on the Board of Directors of Prince Albert Children's Haven nor any of its funding agencies. I have spoken to [REDACTED], a long time director of the facility, who indicates that Ms. [REDACTED] may have been consulted in an advisory capacity years ago (approximately 10 years ago). She is not a current board member and has never been a past board member.

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Furthermore, there is a suggestion that Ms. [REDACTED] has been a financial donor in the past. This is likely true. However, most businesses in Prince Albert, ours included, and a significant number of individuals have made donations to Prince Albert Children's Haven given that it is an excellent organization with an unblemished history and one that is designed to help facilitate issues involving parties. As a result, the implication that the mere fact that Ms. [REDACTED] has been a donor in the past somehow negatively effects the way in which Children's Haven operates its business is ill founded.

As a result, we would like a full retraction with respect to the inaccurate aspects of the article contained herein.

I trust the above is satisfactory.

Yours truly,

SANDERSON BALICKI POPESCU

PER: MARTEL D. POPESCU, Q.C.

MDP/cmk
Encl.

Via Fax # 657-6437

c.c. to: Mark Vanstone - Via Fax # 934-6827

c.c. to: Dale Blenner-Hassett - Via Fax # 953-4774

CHILDREN'S HAVEN
Child Crisis Center



3 Elmwood Avenue
Prince Albert, SK
S6V 7Z1

(306) 927-4454

SUPERVISED VISIT CONTRACT

NAME OF VISITING PARENT: _____

ADDRESS: _____

TELEPHONE #: _____ **DATE:** _____

In order to ensure the wellbeing of the child(ren) _____
the following terms are agreed on during the supervised visit:

1. The length of the visit will be determined by the staff of Children's Haven. Times set will start at one hour and may increase to the maximum of two hours.
2. The visiting parent will not be alone with the child at any time, and will remain in the playroom and kitchen area.
3. The child will not be taken off the premises at any time.
4. When requested by staff, the visiting parent will terminate the visit. This will happen if the child shows emotional upset or trauma.

Supervised visits must be schedule in advance and at a time best suited to the programming at Children's Haven. This will ensure privacy for the visit and will assist in supervising the visit. Should the Haven be full (17 children), both parents will be notified that the visit will need to be rescheduled.

The parents agree not to be on the premises of Children's Haven at the same time. All efforts will be made to make the visits as positive as possible.

Visiting Parent

Witness (Staff)