

IN THE COURT OF QUEEN S BENCH OF ALBERTA
JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

EARL BRODER, GEORGE BRODER, RICHARD BRODER, MARGARET MACPHEE,
DORIS BIBAUD, LUELLE ADAM, AND DORIS BIBAUD AND GEORGE BRODER,
PERSONAL REPRESENTATIVES OF THE ESTATE OF EDMUND BRODER, ALSO
KNOWN AS ED BRODER, DECEASED

PLAINTIFFS

- and -

DON BRODER AND CRAIG BRODER

DEFENDANTS

A
Donald Broder
2
December 09
Liam Paul

AMENDED THIS 9 DAY OF JANUARY 2003
URGENT TO FILE WITH COURT OF ALBERTA
10th DAY OF JANUARY 2003
COURT OF ALBERTA
CLERK OF COURT

AMENDED STATEMENT OF DEFENCE TO
AMENDED AMENDED STATEMENT OF CLAIM

1. Except where specifically admitted, the Defendants deny each and every allegation of fact set out in the Amended Amended Statement of Claim herein as if traversed seriatim, and put the Plaintiffs to the strict proof thereof.
2. The Defendants admit that the Defendants and Plaintiffs are all residents of the Province of Alberta, paragraph 3 of the Amended Amended Statement of Claim and agree to the proposal set out in paragraph 9 of the Amended Amended Statement of Claim.
3. Don Broder admits that he has had actual physical possession of the world record mule deer trophy (hereinafter "the Trophy") since 1973, and since that time has physically possessed and held the trophy as his own. At no time did Don Broder ever agree that the Trophy would be held by him as a custodian for the benefit and on behalf of the Plaintiffs Earl Broder, George Broder, Richard Broder, Margaret MacPhee, Doris Bibaud and Luella Adam, or for the estate of Edmund Broder.
4. In the alternative if there was an agreement that Don Broder would hold the Trophy as a custodian for the benefit and on behalf of the Plaintiffs Earl Broder, George Broder, Richard Broder, Margaret MacPhee, Doris Bibaud and Luella Adam, which is not admitted and specifically denied, the agreement is void for uncertainty and is contrary to the Statute of

56420.0001.1123134.WPD.1

FIAT: That the A mended Statement of Defence to A mended A mended Statement of Claim be filed notwithstanding that the 15 day time limit set out in paragraph 4 of Justice R.P. Marceau's Order dated November 10, 2003 has expired.

DATED this 9th day of January, 2003.

W. Bratkeuz
W. Bratkeuz

Frauds. Don Broder further states that there was no consideration for the said agreement.

5. In the further alternative, if there was an agreement that Don Broder would hold the Trophy as a custodian for the benefit and on behalf of the Plaintiffs Earl Broder, George Broder, Richard Broder, Margaret MacPhee, Doris Bibaud and Luella Adam, which is not admitted and specifically denied, the Plaintiffs Earl Broder, George Broder, Richard Broder, Margaret MacPhee, Doris Bibaud and Luella Adam, agreed to compensate Don Broder for taking care of the Trophy.
6. In the further alternative if there was an agreement that Don Broder would hold the Trophy as a custodian for the benefit and on behalf of the Estate of Edmund Broder, which is not admitted and specifically denied, the agreement is void for uncertainty and is contrary to the Statute of Frauds. Don Broder further states that there was no consideration for the said Agreement.
7. In the further alternative, if there was an agreement that Don Broder would hold the Trophy as a custodian for the benefit and on behalf of the Estate of Edmund Broder, which is not admitted and specifically denied, the Estate of Edmund Broder agreed to compensate Don Broder for taking care of the Trophy.
8. The Defendants say that George Broder agreed to be the administrator of the Estate of Edmund Broder and was elected the administrator in 1969, and as such the Estate of Edmund Broder was under no disability, and was able to pursue any claim which it believed it had.
9. From 1973 until the filing of the statement of claim, the Plaintiffs made no enquiries of Don Broder as to the condition of the Trophy, the whereabouts of the Trophy, or the expenses incurred by Don Broder in restoring, preserving and taking care of the Trophy.
10. In the further alternative, the Defendants say and the fact is that if the Plaintiffs Earl Broder, George Broder, Richard Broder, Margaret MacPhee, Doris Bibaud and Luella Adam had any interest in the Trophy which is not admitted and specifically denied, they failed to commence any action or to attempt to recover the Trophy within a reasonable period of time, and as such are guilty of laches, and are estopped from claiming any right or interest in the Trophy. Don Broder further states that the Plaintiffs by their failure to make any enquiries about the Trophy and the cost of restoring, preserving, and promoting the Trophy led Don Broder to believe that the Trophy was his, and they are estopped from claiming otherwise.
11. In the further alternative, the Defendants say and the fact is that if there was an agreement between the Don Broder and his siblings or between Don Broder and the Estate of Edmund Broder, which is not admitted and specifically denied, in relation to the Trophy, Don Broder and his siblings agreed, inter alia, that Don Broder would keep the Trophy for himself, that