

**THE STATE OF NEW HAMPSHIRE  
MERRIMACK S.S. SUPERIOR COURT**

**BEFORE THE COURT-APPOINTED REFEREE  
IN RE THE LIQUIDATION OF THE HOME INSURANCE COMPANY  
DISPUTED CLAIMS DOCKET**

**In Re Liquidator Number: 2008-HICIL-41  
Proof Of Claim Number: CLMN712396-01  
Claimant: Harry L. Bowles**

**Claimant's Response to Liquidator's Response to  
Claimant's Brief Regarding Referee's Jurisdiction**

Comes now Claimant Harry L. Bowles ("Bowles") in response to the Liquidator's May 27, 2009 response to Bowles' brief regarding the Referee's jurisdiction to decide matters at issue in the subject proof of claim.

**I**

**Response To Allegation That Bowles Has Not Answered  
Request For Discovery Prior To Briefing**

1. Bowles admits that his briefing failed to respond to the Referee's request for a written motion supporting his request for discovery before briefing. Bowles failed to timely receive a copy of the Order due to a computer malfunction and relied on notes taken during the telephonic conference. Bowles recalls the emphasis was on the issue of the Referee's jurisdiction.
2. However, as to the matter of a motion concerning discovery prior to briefing, Bowles notes that Section 11 of the Restated and Revised Claim Procedures Adopted January 19, 2005 states that, "each disputed claim shall be adjudicated on the basis of written submissions and oral

argument as set forth in Section 15 . . . **unless the Claimant or Liquidator files a request for evidentiary hearing to be conducted per . . . Section 16**". Pursuant to this, Bowles timely requested an evidentiary hearing that included a paragraph of 6 critically important questions relevant to the Liquidator's determination of the subject proof of claim. Bowles declared an evidentiary hearing was necessary to show that the Liquidator himself (aka the New Hampshire Commissioner of Insurance) did not knowingly violate Sections (h), (j), (k) and (m) of (attached as **EXHIBIT A**) the Order of Liquidation by initiating a defense of Home Policy No. LPL-F871578 after June 13, 2003. Some person or persons certainly did, and Bowles cannot fathom it being the Liquidator.

3. When the Liquidator's attorney Eric Smith filed a pleading in opposition to Bowles request for an evidentiary hearing, Bowles responded with a 7-page documented rebuttal to the objection, declaring it "outrageously irresponsible" for the Liquidator to object to an evidentiary hearing that would remove all grounds for suspicion that the Liquidator and this Court itself were knowing participants in a fraudulent scheme to defend a void insurance policy.

4. Thus, the Referee has copious briefing before it as to why discovery is required as a first priority above all other activity. Due process of law considerations, demand it.

5. It was Bowles expectation that the Referee would act affirmatively on his (Bowles') request for an evidentiary hearing at the structuring conference on May 13, 2009.

## II

### An Abbreviated Reiteration of The Facts before The Referee And The Court

6. On June 13, 2003 this Court issued an Order of Liquidation (attached as EXHIBIT A) for The Home Insurance Company ("Home"), a New Hampshire insurance company with its executive offices at 59 Maiden Lane in New York City. As a result of the Order, any and all

Home records became the property of the Liquidator and the company became The Home Insurance Company in Liquidation, P O Box 1720, Manchester, New Hampshire. Per the Order, the Liquidator was required to cancel all active Home insurance policies within 30 days after June 13, 2003.

7. On January 19, 2005 this Court issued the current Restated and Revised Order Establishing Procedures Regarding Claims Filed with The Home Insurance Company In Liquidation.

8. On June 13, 2003 Bowles was engaged in a legal malpractice lawsuit in Houston's 151st District Court against the law firm Bishop, Peterson & Sharp, P.C. ("BPS"), its attorney shareholders, and against an associated law practice titled George Bishop and Associates. The litigation styled Cause No. 1995-43235 was without a defense attorney representing the Bishop parties. Bowles' repeated discovery requests over a period of years for applicable insurance coverage were not answered. No insurance company had appeared as a third-party defendant in the case. The 151st Court had, at the time, refused to act on any of Bowles' pleadings to move the case forward, including acting on Bowles' motions for summary judgment.

9. In August 2005, more than two years after June 13, 2003 the (now defunct) law firm of Marshall & McCracken, P.C. gave notice of its appearance as the legal representative solely of Bishop, Peterson & Sharp, P.C. In an amended answer, BPS invoked their right to credit or set-off under Section 12, Article 21.28 of the Texas Property and Casualty Insurance Guaranty Act.

10. Subsequently, in September 2006, it was revealed to Bowles that the Texas Property and Casualty Insurance Guaranty Association ("TPCIGA") had intervened in Cause No. 1995-43235 in defense of Home Insurance Policy No. LPL-F871578. TPCIGA official Amber A. Walker's September 2006 affidavit declared that, after June 13, 2003 **the Liquidator had transmitted a**

**claim by an insured under the policy that justified their action to defend the policy. Ms.**

Walker stated that:

**“Like most liability policies, the Home policy provided that Home Insurance Company had the right and duty to defend claims that fell within the coverage of the policy. . . Accordingly, pursuant to the terms and conditions of the policy and Guaranty Act, Marshall & McCracken, P.C. has complete and full authority to represent Defendant BPS in the above-captioned lawsuit.”**

11. **This testimony by TPCIGA’S Ms. Walker was directly contradicted by HICIL official Ronald F. Barta in an affidavit dated November 15, 2007 presented in the U.S. District Court in Austin, Texas as a defense to Bowles’ abuse of process action against HICIL and TPCIGA. In that affidavit Mr. Barta declares that Home (not the Liquidator) transmitted a claim file to TPCIGA in these words: “Pursuant to the provisions of Subchapter G of the Texas Property and Casualty Insurance Guaranty Act (the “Act”) Home forwarded its entire claim file to TPCIGA because the pending lawsuit potentially constituted a covered claim under the Act.”<sup>1</sup>**

12. **Mr. Barta followed this with his statement that, “Having forwarded the claim file to the Guaranty Association as it was required to do under the Act, the Home has had no further direct involvement with the lawsuit by Bowles against the Insured Law Firm.” Mr. Barta then declared HICIL immune from legal action as follows: “By virtue of paragraph (n) of the Order of Liquidation, all persons are hereby permanently enjoined and restrained from . . any act to collect, assess, or recover a claim against the Home, other than the filing of a Proof of Claim with the Liquidator. . .”**

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<sup>1</sup> This is a lie. Subchapter G of the Act contains no provision requiring Home to forward its claim file to TPCIGA in violation of the Order of Liquidation and without the Liquidator’s and this Court’s express permission. All Home policies were cancelled as of 30 days following June 13, 2003. Home was never a third-party defendant in the Texas lawsuit and TPCIGA had no reason to know anything about expired Home Policy No. LPL-F871578.

13. Mr. Barta's affidavit included copies of the HICIL claim file record that was apparently submitted to TPCIGA. This consisting of no more than 7 pages of documents (attached as EXHIBITB) related to a Proof of Claim erroneously filed by Bowles with Home on August 13, 2003. **The Court must specifically note that the information includes no claim by an insured under Home Policy No. LPL-F871578 that TPCIGA'S Ms. Walker stated was transmitted to her by the Liquidator. There is no mention or reference to Home Policy No. LPL-F871578. This is proof that Ms. Walker provided false testimony regarding the Liquidator's having transmitted to TPCIGA a claim by an insured party against Policy No. LPL-F871578 that TPCIGA was authorized act on.**

### III

#### **HOUSTON, WE HAVE A PROBLEM!**

#### **THE LIQUIDATOR, THE REFEREE, THIS COURT AND THE TWO OPPOSING ATTORNEYS ARE IN AN UNTENABLE CONFLICT OF INTEREST POSITION**

14. It is noted that the Liquidator in this case is represented by two attorneys, Mr. Smith, of Boston, Massachusetts, and Mr. Christopher Marshall, employed by the Attorney General of the State of New Hampshire.

15. The Liquidator (aka the New Hampshire Commissioner of Insurance) has the duty to enforce and execute the laws of New Hampshire and regulate New Hampshire insurance companies per the New Hampshire Insurance Code.

16. As stated by Bowles in his response to the Liquidator's objection to Bowles' request for an evidentiary hearing, the Liquidator (through Mr. Smith) has taken the position that the conduct of HICIL official Ronald Barta in transferring a "claim file" to TPCIGA after June 13, 2003 to be acted on was not a violation of the Order of Liquidation, and that the action by

TPCIGA to initiate litigation in Texas in August 2005 was not a violation of the Order as well as the New Hampshire Insurance Code Section 402-C:28. **The Code specifically states that all proceedings against the insurer, whether in this state or elsewhere shall be abated unless the Liquidator applies to the Court for leave to intervene.** Further, leave for the Liquidator to intervene could not be granted because the two-year statute of limitations expired in June 2005.

17. All pleadings to this point have been signed by attorney Eric Smith, as representing the Liquidator's position without the participation of attorney Marshall of the New Hampshire Attorney General's office. Certainly, Bowles' charges of fraud and deceit by Home officials in New York should attract the interest of the New Hampshire Attorney General. Certainly, the Attorney General cannot be seen as an accomplice to fraud and deceit in violation of New Hampshire law.

18. The conflict of interest is palpable and manifest. It is manifest as well in the Referee Mrs. Gehris. Bowles' request for an evidentiary hearing and discovery implicates not only the Liquidator, but the Court as well. If HICIL officials in New York are under the umbrella of protection from lawsuits provided by the Liquidator and this Court, then, clearly, this action is in the nature of a kangaroo court, where the result is preordained.

19. **The subject proof of claim filed by Bowles is not in the nature of a suit against the Liquidator (a/k/a the New Hampshire Commissioner of Insurance).** As has been explained, Bowles' purpose in filing the proof of claim was to obtain a ruling from the Liquidator rejecting the claim on the basis that Bowles had and has no standing to file the claim because he had and has no insurable interest in any insurance policy ever issued by Home.

20. Instead, the Liquidator adopted the opposing position that Bowles' lawsuit in Texas was at some point covered under a Home policy and that, with the blessing of the Liquidator and the Court, TPCIGA had successfully defended the policy, and that Bowles' claim is therefore without merit based on *res judicata*.

21. Attorney Smith has now admitted that *res judicata* is not a valid reason for the Liquidator's rejection of the subject claim, but nevertheless attempts to give it credibility by theorizing that the court in Texas will eventually finalize the legal malpractice action. **He refuses to respond to Bowles' inquiry asking whether or not the Liquidator will provide legal assistance to the purported insured party who refuses to be served.**

22. Furthermore, the Liquidator has refused to respond to Bowles' January 26, 2009 letter requesting a list of all proof of claim filings submitted to the Liquidation Clerk bearing names and addresses in Texas, attached as **EXHIBIT B**. This is public information that would show whether or not TPCIGA (or HICIL) had any legal basis for employing counsel to defend Policy No. LPL-F871578.

23. Why would the Liquidator refuse to supply the information unless there was a conflict of interest involving the Liquidator and the Maiden Lane gang in New York City? These people ran The Home Insurance Company into bankruptcy by shoddy, Ponzi-like business practices. The Liquidator (a/k/a the New Hampshire Commissioner of Insurance) has a duty to take an adversary position to a sworn statement by an official of HICIL that is in question and can be immediately proven false by the public record in the Clerk's office. The Liquidator's failure to provide the information smacks of conspiracy and obstruction of justice by none other than the Insurance Department of the State of New Hampshire.

## IV

**The Ultimate Fraud – Clothing HICIL with The Power And Authority Of The Liquidator**

24. The Liquidator's apparent protection of the Manchester office and the HICIL officials in New York from accountability for blatant violations of this Court's Order of Liquidation has previously been evidenced by the Liquidator's intervention in Bowles' federal action in Austin, Texas. In a March 12, 2009 response to Bowles' motion for a temporary suspension of the federal action, the Liquidator, not previously represented by counsel in Austin, declared HICIL and the Liquidator's office were identical entities. The Liquidator requested that Bowles' federal complaint be dismissed for failure to state a claim. The request was granted and the federal action was ordered dismissed in an order dated April 2, 2009.

25. The federal court's order specifically states that Bowles challenged the basis for the Liquidator's rejection of Bowles' February 2008 Proof of Claim, and states that this Court's Referee has jurisdiction and will determine the matter. The federal court took notice that Bowles is permanently enjoined from suing HICIL (a/k/a the Liquidator) by the Order of Liquidation. However, the federal refused to recognize that the Order and New Hampshire law also enjoined initiation of a defense of any Home insurance policy by the Liquidator or any other entity in New Hampshire or elsewhere more than two years after June 13, 2003. Reference: Sections (j), (k) and (m) of the Order and Section 402-C:28 (Actions by and Against Liquidator). Thus, Bowles was ruled in violation of the Order of Liquidation, but the Liquidator, HICIL and TPCIGA were held free to ignore its provisions with complete impunity.

26. Bowles' federal lawsuit was filed with the confidence that his lawsuit was not against the Commissioner of Insurance of the State of New Hampshire. Never at any time in 2005 or 2006 did the Liquidator correspond with Bowles or Bowles' former attorney. It is impossible to even



imagine that actions taken by HICIL officials in New York could be attributed to the Liquidator. All correspondence came to Bowles on HICIL letterhead. Mr. Barta's affidavit includes no reference to HICIL'S having authority to equal to or greater than the Commissioner of Insurance of the State of New Hampshire.

27. A parallel situation would exist if the State of New York or federal officials had given Bernard Madoff full authority to deal with his creditors in dereliction of their duty to enforce security laws. Complainants against Madoff probably numbered fewer than the 20,000 on file against The Home Insurance Company. It is incomprehensible that the State of New Hampshire would not assume an adversarial position against these discredited individuals.

28. Certainly Bowles never intended to bring suit against the Commissioner of Insurance or this Court for violations of the Order of Liquidation. The employment of a squadron of attorneys required would be without hope of success and would quickly result in his bankruptcy.

V

**Re the Liquidator's Attempt to Reclassify or Amend Bowles' Proof  
of Claim to Be What It Is Not and Never Was**

29. The Liquidator's response to Bowles' submission to the Referee's request for a brief regarding her jurisdiction intentionally refuses to address the single issue that is the subject of the subject proof of claim. Bowles' proof of claim is simply a demand that the Liquidator's determination of the claim be amended to reflect the fact that Bowles never had standing to submit a claim to the Liquidator in February 2008 because he had no insured interest in the alleged Home Insurance policy (No. LPL-F871578) that HICIL'S Mr. Barta and TPCIGA'S Ms. Walker testified was lawfully defended in actions initiated in August 2005 in the court in Texas.

30. Bowles' challenge to TPCIGA in the Texas case was to the authority of the attorney employed by TPCIGA to prosecute a defense of the policy. Under Rule 12, Texas Rules of Civil Procedure, the challenged attorney must prove his authority under threat that all pleadings must be stricken if authority is not proven.

31. Bowles' February 2008 proof of claim is not a lawsuit against the Liquidator or against HICIL. It is merely a request that the Liquidator correct the record to show that the claim was rejected because: (1) the Liquidator and this Court did not authorize the August 2005 intervention in the Texas litigation in accordance with the Order of Liquidation and the New Hampshire Insurance Code; and (2) that Bowles had no insured interest as a basis for a proof of claim submission to the Liquidator.

32. To complicate a simple request, the Liquidator's attorney has now decided that the subject claim constitutes a lawsuit against the Liquidator and HICIL. He requests the Court temporarily stay the present proceeding and that the Court direct Bowles to file another proof of claim styled as an "improper provision of defense" claim.

33. It is astonishingly true that the Liquidator previously intervened in Bowles' federal case and successfully pled for dismissal based on Bowles "failure to state a claim", but has now reversed himself and is requesting this Court order Bowles to pursue such a claim in this New Hampshire court in a non-evidentiary proceeding.

34. Quoting Prosser in the Law of Torts, 4th Edition: "The action for malicious prosecution, whether it be permitted for civil or criminal proceedings, has failed to provide a remedy for a group of cases in which legal procedure has been set in motion in proper form, with probable cause, and even with ultimate success, but nevertheless has been perverted to accomplish an

ulterior purpose for which it was not designed. In such cases a tort action has been developed for what is called abuse of process.”

35. Bowles action in the federal court in Texas was basically an abuse of process suit charging that legal procedure was improperly set in motion. It was not an “improper provision of defense” action, which may or not be a tort.

36. It is not within this Court’s jurisdiction to order Bowles to file a new proof of claim to carry out a scheme contrived by the Liquidator’s attorneys to have the Liquidator and this Court adjudicate a probable lawsuit that Bowles would file in Texas and not in New Hampshire. Bowles will certainly not agree to the self-serving suggestion in paragraph 11 of the Liquidator’s May 27th pleading.

37. Referee Gehris has the jurisdiction solely to order the Liquidator to revise his basis for rejection of the subject claim to show that rejection was for reason that Bowles never had an **insured interest** in insurance policy No.LPL-F871578 issued by The Home Insurance Company. Referee Gehris’s order must be based on an evidentiary hearing in accordance with Rule 16 procedure and not on a non-evidentiary procedure that ignores and violates sovereign due process principles.

38. A just and proper rendition of judgment by Referee Gehris based on discovery and evidence will result in cessation of all pending matters before this Court with regard to the subject proof of claim. It will then be Bowles’ decision as to whether or not he will prosecute further litigation against the fraudfeasors who interfered in the lawsuit in Texas in violation of the Order of Liquidation and provisions of the New Hampshire Insurers Rehabilitation and Liquidation Act.

## VI

**Conclusion – Request For Relief**

The brief submitted by the Liquidator dated May 27, 2009 proves beyond doubt that this Court must grant Bowles' request for an evidentiary hearing. The subject proof of claim is one based on false and fraudulent allegations by HICIL and TPCIGA officials. It is mandatory under sovereign constitutional and legal principles (due process of law) and pursuant to the New Hampshire Insurers Rehabilitation and Liquidation Act that Bowles is granted his right to disprove the false and fraudulent allegations by means of countervailing evidence.

Referee Gehris has the jurisdiction and the duty to order the Liquidator to amend the rejection of the subject proof of claim to remove the reference to *res judicata* in a Texas court. Bowles requests the Referee order the Liquidator issue a rejection based on Bowles' lack of insured interest in Home Policy No. LPL-F871578, and consequent lack of standing to make a claim against HICIL.

Bowles requests all other and further relief to which this Court may deem him justly entitled.

Respectfully submitted,



Harry L. Bowles

Claimant, POC Nos. CLMN712396 and CLMN380570

306 Big Hollow Lane


Houston, Texas 77042

Tel 713-983-6779 Fax 713-983-6722

Attachments

**CERTIFICATE OF SERVICE**

I certify that on this **9th DAY OF JUNE, 2009** a true and correct copy of the foregoing was sent by fax and by priority mail to Referee Melinda S. Gehris, 501 Hall Street, Bow, New Hampshire 03304; to attorney Eric A. Smith, Rackemann, Sawyer & Brewster, 160 Federal Street, Boston, MA 02110-1700; and to attorney J. Christopher Marshall, Civil Bureau, NH Dept. of Justice, 33 Capitol Street, Concord, NH 03301-6397; and by regular mail to the Liquidation Clerk, HICIL, Merrimack County Superior Court, P O Box 2880, Concord, NH 03302-2880.

  
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Harry L. Bowles

## THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS.

SUPERIOR COURT

Docket No. 03-E-0106

In the Matter of the Rehabilitation of  
The Home Insurance Company

## ORDER OF LIQUIDATION

This proceeding was commenced on March 4, 2003, upon the Verified Petition for Rehabilitation of Paula T. Rogers, Commissioner of Insurance for the State of New Hampshire (the "Commissioner"). The Commissioner filed the Verified Petition for Rehabilitation pursuant to RSA 402-C:15, seeking appointment as receiver of The Home Insurance Company ("The Home") for the purpose of rehabilitating and conserving the assets of The Home. On March 5, 2003, this Court entered an Order Appointing Rehabilitator, in which the Commissioner was appointed Rehabilitator of The Home. The Commissioner, as Rehabilitator, has now determined pursuant to RSA 402-C:19 that further attempts to rehabilitate The Home would be futile, that The Home is insolvent within the meaning of RSA 402-C:3 and RSA 402-C:20, II, and that it should be liquidated. On May 8, 2003, the Commissioner, as Rehabilitator, filed a Verified Petition for Order of Liquidation pursuant to RSA 402-C:5, RSA 402-C:19 and RSA 402-C:20 (the "Petition"), in which she has sought an order of liquidation for The Home, her appointment as Liquidator, and the requested permanent injunctions. After having heard and considered the facts set forth in the Petition, the Court finds that the law and facts are

**EXHIBIT A***William A. McNamee*

as the Commissioner has alleged in the Petition and that there exists a present necessity for the entry of this order.

WHEREFORE, it is hereby ordered, adjudged and decreed that:

(a) The proceeding for the rehabilitation of The Home is hereby terminated pursuant to RSA 402-C:19;

(b) The Home is declared to be insolvent;

(c) Sufficient cause exists for an order to liquidate The Home;

(d) Paula T. Rogers, Commissioner of Insurance for the State of New Hampshire, and her successors in office, is hereby appointed Liquidator of The Home;

(e) The Liquidator shall cancel all in-force contracts of insurance and bonds effective as of 30 days after the date of this Order;

(f) The Liquidator is directed forthwith to take possession of the assets of The Home wherever located and administer them under the orders of the Court. The Liquidator is vested with title to all of the property, contracts and rights of action and all of the books and records of The Home, wherever located, and in whomever's possession they may be found;

(g) The Liquidator is directed to secure all of the assets, property, books, records, accounts and other documents of The Home (including, without limitation, all data processing information and records comprised of all types of electronically stored information, master tapes, source codes, passwords, or any other recorded information relating to The Home);

(h) The Liquidator is authorized to transfer, invest, re-invest and otherwise deal with the assets and property of The Home so as to effectuate its liquidation;

(i) The Liquidator is authorized to acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon or otherwise dispose of or deal with any property of the insurer at its market value or upon such terms and conditions as are fair and reasonable without prior permission of the Court in the ordinary course of business;

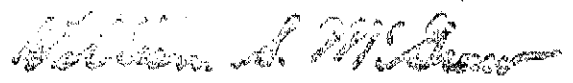
(j) The Home and its directors, officers, employees, agents, and representatives are prohibited from proceeding with the business of The Home, except upon the express written authorization of the Liquidator;

(k) The Home and its directors, officers, employees, agents, and representatives, and any persons acting in concert with The Home, are prohibited from disposing, using, transferring or removing any property of The Home, without the express written authorization of the Liquidator, or in any way (i) interfering with the conduct of the Liquidator or (ii) interfering with the Liquidator's possession and rights to the assets and property of The Home;

(l) Any bank, savings and loan association or other financial institution or other legal entity is prohibited from disposing of or allowing to be withdrawn in any manner property or assets of The Home, except under the express written authorization of the Liquidator or by further order of this Court.

(m) All actions and all proceedings against The Home whether in this state or elsewhere shall be abated in accordance with RSA 402-C:28 and RSA 402-C:5, except to the extent the Liquidator sees fit and obtains leave to intervene;

(n) To the full extent of the jurisdiction of the Court and the comity to which the orders of the Court are entitled, all persons are hereby permanently enjoined and restrained from any of the following actions:





(1) commencing or continuing any judicial, administrative, or other action or proceeding against The Home or the Liquidator;

(2) commencing or continuing any judicial, administrative, or other action or proceeding against The Home's, the Rehabilitator's or the Liquidator's present or former directors, officers, employees, agents, representatives, or consultants, including, without limitation, Risk Enterprise Management Limited and each of its officers, directors and employees, arising from their actions on behalf of The Home, the Rehabilitator or the Liquidator;

(3) enforcing any judgment against The Home or its property;

(4) any act to obtain possession of property of The Home or to exercise control over property of The Home;

(5) any act to create, perfect, or enforce any lien against property of The Home;

(6) any act to collect, assess, or recover a claim against The Home, other than the filing of a proof of claim with the Liquidator; and

(7) the setoff of any debt owing to The Home; provided, however, that notwithstanding anything in this Order to the contrary, nothing herein is intended nor shall it be deemed to stay any right of setoff of mutual debts or mutual credits by reinsurers as provided in and in accordance with RSA 402-C:34;

(o) The Court hereby seeks and requests the aid and recognition of any Court or administrative body in any State or Territory of the United States and any Federal Court or administrative body of the United States, any Court or administrative body in any Province or Territory of Canada and any Canadian Federal Court or

administrative body, and any Court or administrative body in the United Kingdom or elsewhere to act in aid of and to be complementary to this Court in carrying out the terms of the Order;

(p) All persons doing business with The Home on the date of the Liquidation Order are permanently enjoined and restrained from terminating or attempting to terminate such relationship for cause under contractual provisions on the basis of the filing of the petition to rehabilitate The Home, The Home's assent to the entry of the Rehabilitation Order, the entry of the Rehabilitation Order, the filing of this Petition, the entry of the Liquidation Order, the rehabilitation or liquidation proceedings for The Home, or The Home's financial condition during the rehabilitation or liquidation proceedings;

(q) All persons in custody or possession of any property of The Home are hereby directed and ordered to turn over any such property to the Liquidator;

(r) The Liquidator is authorized, in her discretion, to pay expenses incurred in the course of liquidating The Home, including the actual, reasonable, and necessary costs of preserving or recovering the assets of The Home, wherever located, and the costs of goods and services provided to The Home estate in this and other jurisdictions. Such costs shall include, but not be limited to: (1) reasonable professional fees for accountants, actuaries, attorneys and consultants with other expertise retained by the Department, the Commissioner or the Liquidator to perform services relating to the liquidation of The Home or the feasibility, preparation, implementation, or operation of a liquidation plan; (2) compensation and other costs related to representatives, employees or agents of The Home or its affiliates who perform services for The Home in liquidation;

and (3) the costs and expenses of and a reasonable allocation of costs and expenses associated with time spent by New Hampshire Insurance Department personnel and New Hampshire Department of Justice personnel in connection with the rehabilitation and the liquidation of The Home;

(s) The Liquidator is authorized to employ or continue to employ, to delegate authority to and fix the compensation of such appropriate personnel, including actuaries, accountants, consultants, special counsel, and counsel in this and other jurisdictions, as she deems necessary to carry out the liquidation of The Home and its worldwide operations, subject to compliance with the provisions of RSA 402-C, the supervision of the Liquidator, and of this Court. The Liquidator is authorized to continue at her sole discretion to retain the services of Risk Enterprise Management Limited, subject to court approval;

(t) The Liquidator is authorized to appoint, and determine the compensation and terms of engagement of, a special deputy to act for her pursuant to RSA 402-C:25, I.

(u) The actual, reasonable and necessary costs of preserving, recovering, distributing or otherwise dealing with the assets of The Home, wherever located, and the costs of goods or services provided to The Home estate under paragraph (i) of the Rehabilitation Order, during the Rehabilitation proceeding, and under paragraphs (r)-(t) and (v) of the Liquidation Order, during the Liquidation proceeding, shall be treated as "costs and expenses of administration," pursuant to RSA 402-C:44, I;

(v) The Liquidator is authorized and directed to work with any joint provisional liquidator or other person of comparable position appointed by a foreign

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The Home Insurance Company in Liquidation  
Liquidation Clerk - Office of Disputed Claims  
P.O. Box 1720  
Manchester, New Hampshire 03105-1720

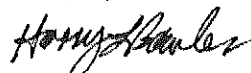
Dear Sir:

I have read the Liquidator's Twenty-Ninth Report in which it is stated that 19,883 proofs of claim had been submitted at May 12, 2008.

In order to determine matters regarding my own filings that are under review, I require a listing of all the proofs of claim filed showing names and addresses in Texas. I presume that this information is readily available due to the need for the Liquidator to make this information available to the Texas Property and Casualty Insurance Guaranty Association.

Thank you for a prompt response. You may send the information to me by e-mail to *harry.louis@sboglobal.net* or by fax to 713-983-6722.

Yours very truly,

  
Harry L. Bowles