

MERRIMACK, SS

SUPERIOR COURT

**BEFORE THE COURT APPOINTED REFEREE
IN THE LIQUIDATION PROCEEDING OF THE HOME INSURANCE COMPANY
DISPUTED CLAIM DOCKET**

In Re Liquidator Number:	2009-HICIL-44
Proof of Claim Number:	CLMN711647
Claimant's Name:	Adebowale O. Osijo
Claimant's Number:	CDV-2007-745
Policy or Contract Number:	GL-1692617
Insureds' Names:	Housing Resources Management, Inc., Acorn I, Ltd., & Acorn II, Ltd.
Date of Loss:	October 7, 1988

**Reply to Liquidator's Response To Claimant's Motion for Clarification of the Referee's July 7, 2009
Order**

TO: HONORABLE MELINDA S. GEHRIS, COURT APPOINTED REFEREE
SUPERIOR COURT OF THE STATE OF NEW HAMPSHIRE, MERRIMACK COUNTY:

Claimant, Adebowale O. Osijo, MBA, acknowledges with thanks, the Liquidator's prompt response to the Claimant's Motion for Clarification of the Referee's July 7, 2009, order, and some clarifications. The bone of contention however, remained unresolved on the following issues:

1. a. **Claimant's Issue In This Liquidation Proceeding**

The Claimant's issue in this Liquidation Proceeding is that the underlying personal Injury action was settled on Tuesday, July 30, 1991, by the then Claimant's attorneys, in collaboration with the then Defendants' attorneys, without the Claimant's knowledge or consent, or an authorizing order by the Superior Court of California, Alameda County.

Claimant can affirmatively state that he is not in this Insurance Liquidation Proceeding to contest the validity of the underlying settlement agreement, which was enforced by the Alameda County Superior Court on October 10, 1991. Where was the settlement check as of October 10, 1991? Any activity on the settlement check by attorney is and was a material aspect of the enforcement order

The Liquidator is of the assumption that Claimant is in this Liquidation Proceeding to challenge the validity and enforceability of the settlement agreement, as stated in his Consolidated Objection To Claimant's Request For Evidentiary Hearing And Motion To Compel, page 1, paragraph 1, filed on April 15, 2009. Claimant has however, clearly stated his purpose in this Liquidation Proceeding in no uncertain terms.

An assumption is not the same thing as a fact. The Court cannot make a decision, based on the Liquidator's assumption. The Liquidator cannot and should not twist the Claimant's cause in this case.

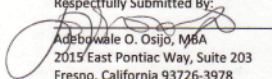
This was the more reason that Claimant sought a clarification from the Court, as to whether it is talking of res judicata (claim preclusion), or collateral estoppel (issue preclusion), because these are two different equitable case law theories, which cannot override the constitutional protection guaranteed by the due process of law.

2. The Issue Of Who Goes First In Briefing The Court

Claimant is now in a comfortable position to file his brief, on or before August 17, 2009, based on the Liquidator's clarification of the Courts and the decisions in the Liquidator's Case File. He will be in no position to be thorough in his opening brief if the Liquidator is allowed to go first with his brief, on or before August 28, 2009. We both have our personal lives and interests outside of this Insurance Liquidation Proceeding. One party's life and interest is no better, and of no priority than that of the opposition, as the Liquidator is proposing.

Dated this 13th day of July, in the year 2009.

Respectfully Submitted By:



Adebowale O. Osijo, MBA
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I, Adebowale O. Osijo declare the followings:

I served the following document by email:

"Claimant's Motion For Clarification Of The Referee's July 13th 2009 Order"

on the following persons:

Ms. Raelynn Armstrong
The Home Insurance Company In Liquidation
C/O Merrimack County Superior Court
163 North Main Street
Post Office Box 2880
Concord, New Hampshire 03301-2880
help@hicil.org

Mr. Eric A. Smith
Rackemann, Sawyer & Brewster
A Professional Corporation
160 Federal Street
Boston Massachusetts 02110-1700
Attorneys for the Liquidator
esmith@rackemann.com

II. I declare under the penalty of perjury, and according to the laws in the State of California that the foregoing is true and correct. This declaration of oath is executed in the City and County of Fresno, California, this 8th day of July, in the year 2009.



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