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

BEFORE THE COURT-APPOINTED REFEREE IN RE THE LIQUIDATION OF 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 11-5-09 SUBMISSION

Comes Claimant Harry L. Bowles to respond to the Liquidator's submission dated November 5, 2009 regarding Bowles' brief submitted to the Referee on October 26, 2009 and FFCL submitted October 14, 2009.

Ι

Response to Liquidator's Objection to Vitriolic Language

1. Claimant Bowles response to the Liquidator's "disagreement with the vitriolic assertions that run through Claimant's submissions" is that the Liquidator certainly understands that Bowles' caustic language has its roots in the 18-year history of documented fraud and corruption and intolerable abuse to which Bowles has been subjected in the courts in Texas. And now in this court in New Hampshire in an action in which the state's Department of Justice and the state's Commissioner of Insurance are joined to add another chapter to the long saga. Black is

white, up is down, the drug-crazed prostitute is the nice lady next door. Bowles has been thrown into Wonderland with the Mad Hatter and the March Hare.

- 2. All doubt by Bowles that the New Hampshire legal system is not deserving of scathing criticism for vice and brutishness was erased by a news clip disseminated on the Internet recently by the member of the A Matter of Justice (AMOJ) legal reform organization. It is attached as **EXHIBIT A**. Citizens brought complaints to the Redress of Grievance Caucus at the New Hampshire Statehouse so numerous and so egregious that representatives had no choice but to submit bills to remove judges from the bench. The developments in this case regarding the Referee's refusal to permit vital discovery is nothing less than egregious judicial misconduct.
- 3. Bowles' exasperation to the point of bitter anger is rational in the context that the Liquidator is protecting convicted felon George M. Bishop, who, in April 1994 orchestrated a scheme in which the Texas 190th Civil District Court, falsely and without a hearing or trial, "convicted" Bowles for terrorist activity (threatening to kill a public servant), permanently branded him a terrorist by a permanent injunction, and excommunicated him, taking away his right of access to justice in all courts. Counsel for the Liquidator has not hesitated to bring this gross injustice before the Referee and proclaim it to be *res judicata* to deny Bowles access to justice in this New Hampshire court.
- 4. Bowles' case here parallels the proverbial case of a child who murders his parents to collect their insurance, collects the money from the insurance company, and uses it to pay his criminal defense attorneys. There is no language in any of Bowles' pleadings that is vitriolic enough to properly express the outrageousness of the insurance fraud perpetrated by Home and TPCIGA.

- 5. A similar situation now exists in Texas where insurer Lloyds of London is finally refusing to pay criminal defense attorneys for their work in defending R. Allen Stanford and his co-defendants, claiming their insurance policy did not apply when money laundering was committed. Lloyds has already paid out \$4.2 million dollars in fees. Of course the attorneys are saying that this is bad faith denial of coverage.
- 6. Here, TPCIGA employed and paid fees to defense counsel to defend a Home Insurance policy against which no actual claim by any insured party was made and to which no Home claim number was assigned. The Liquidator (who is the New Hampshire Insurance Commissioner) is inexplicably defending this as legally right and proper and consistent with the terms of the policy. It is the Referee's duty to recognize and reject this conduct by an official of the State of New Hampshire as atrocious and malevolent.

II

Bowles Reiterates All Argumentation Previously Presented in This Case

7. In response to the Liquidator's Rule 15 Submission, Bowles reiterates his previous filings in this case as responsive, particularly the Finding of Facts and Law dated September 14, 2009, the brief addressing issues dated October 27, 2009, the request for appointment of an auditor dated November 18, 2009, and the Motion for Summary Judgment dated November 18, 2009.

III

The Liquidator's Rule 15 Submission Contains Monstrous, Material

False Statements of Fact and Law That This Court Must

Immediately Recognize As Fraud in Obstruction of Justice

8. Material Monstrous Lie No. 1.

The Liquidator's assumption that he and this Merrimack County Superior Court have jurisdiction to take judicial notice of Texas court proceedings and to interpret Texas law as if HICIL (aka the Liquidator) had been a party of interest in Cause No. 1995-43235 in Texas.

- 9. In fact, by letter to Bowles' attorney dated October 11, 2006, HICIL's Ronald F. Barta denied having ever been a party to Cause No. 1995-43235, and held Bowles' guilty of violating the Order of Liquidation by commencement or continuation of litigation against Home, when, in fact, HICIL itself was the party guilty of falsely and fraudulently commencing and continuing litigation against Home in August 2005. HICIL (and TPCIGA) had not previously been involved in Cause No. 1995-43235; Bowles had no knowledge of Policy No. LPL-F871578 in August 2005 or thereafter until September 2006, so could not have "commenced or continued" litigation against Home
- 10. Nevertheless, in his Submission, the Liquidator is attempting to use TPCIGA's success in the Texas case to justify the reason given for his rejection of Bowles' February 2008 Proof of Claim. As stated in Bowles' October 27, 2009 brief, this is like the proverbial child who conspires with others to murder his parents in expectation of inheriting life insurance proceeds, with the insurance company turning a blind eye to the fraud clause of the policy and making payment.
- 11. Here, in this case, Bowles is portrayed as an aggressor against HICIL when, in fact, Bowles was innocently prosecuting a lawsuit in Texas when he was subjected to what may be described in terms of unprovoked, criminal aggravated assault by a total stranger without justification. HICIL (aka the Liquidator) and TPCIGA were suborned by convicted felon Bishop

and others to participate in this judicial rape. It is no coincidence that Bishop's wife is a district court judge, and that both are close friends of Judge Caroline Baker who issued the summary judgment in Bishop's behalf.

- 12. By letter dated March 3, 2008 to HICIL (Exhibit CF 143-144) Bowles suggested his February 2008 claim should be rejected for reason that coverage of the claim was unauthorized under Policy No. LPL-F871578 and that TPCIGA had employed defense counsel to defend a policy that Home had never determined was a BONIFIED VALID CLAIM.
- 13. Bowles' unexpected filing of a Proof of Claim in February 2008 placed HICIL (aka the Liquidator aka Ronald F. Barta) in a dilemma. Bowles wanted it rejected because his lawsuit was not a legitimate claim against the policy. Barta, HICIL and the Liquidator could not reject the claim on that basis because Barta had given (false) sworn testimony that Home had undertaken a defense of the policy immediately after Bowles' lawsuit was filed.
- 14. Therefore, in the October 22, 2008 Notice of Determination, the Special Deputy Liquidator rejected the claim for the reason that TPCIGA's action to defend the policy, though steeped in conspiracy and fraud, had a legally binding effect. The Liquidator (in Manchester, New Hampshire) was determined to protect TPCIGA, a Texas quasi-state agency that is subject to being sued, as well as Ronald F. Barta, the HICIL official in New York.
- 15. The evidence is abundant, clear and concise proving that the Liquidator's Submission unlawfully and self-servingly attempts to have the Superior Court adjudicate Bowles' Proof of Claim in terms of Texas law in total disregard of, indeed in blatant violation of, the New Hampshire law in the Revised Order Establishing Claim Procedure and of this Court's June 13, 2003 Order of Liquidation.

- 16. Bowles hereby challenges the jurisdiction of this Court and the Referee to take judicial notice of and rule on any matters pertaining to either Cause No. 1995-43235 or Cause No. 1991-25939 in Texas. Jurisdiction exists when a court has cognizance of a class of cases involved, proper parties are present, and point to be decided is within the powers of the court. Black's Law Dictionary, Fifth Edition, West Publishing Co. 1979. Here, the Liquidator presumes the Court's jurisdiction to adjudicate unresolved issues in Texas courts where the Liquidator is not a party and while proper parties (including TPCIGA) are not present.
- 17. It is the Referee's duty to refuse to take judicial notice of or rule on any judgments or matters regarding Cause Nos. 1995-43235 and/or 1991-25939 in Texas. This Court's sole jurisdiction in this case lies in New Hampshire to adjudicate the applicability of Home Policy No. LPL-F871578 to cover Bowles' malpractice lawsuit and to adjudge Bowles' charges that the Liquidator (aka HICIL) and TPCIGA blatantly violated the New Hampshire Insurance Code, the Order of Liquidation, and the terms of Home Policy No. LPL-F871578 by defending the policy.

18. Material Monstrous Lie No. 2:

That Home Policy No. LPL-F87178 was applicable to cover Bowles' lawsuit as a claim against the policy.

- 19. This issue is the subject of Bowles' Motion for Summary Judgment transmitted to the Referee on November 18, 2009, the pertinent portion of which reads:
- 20. Bowles' lawsuit filed in the Texas 151st District Court on August 25, 1995. Its styling is Harry L. Bowles, Plaintiff versus George M. Bishop, Charles K. Peterson and David E. Sharp, each in their individual capacities, and George Bishop and Associates, and Bishop, Peterson and Sharp, P.C., each a professional law corporation and/or an assumed name of the named individuals as a law firm, et al.

21. Home Insurance Policy No. LPL-F871578 states in pertinent part in Section C-Exclusions as follows:

I. This policy does not apply:

- (a)
- (b) to any claim made by **or against** any business enterprise not named in the Declarations which is owned by the insured or in which the insured is a partner or employee, or which is controlled, operated or managed by the insured, either individually or in a fiduciary capacity, including the ownership, maintenance or use of any property therewith, or to any claim made against the insured solely because the insured is a partner, officer, director, stockholder employee or employee of any firm or corporation not named in the Declarations.
- (c), (d), (e), (f), (g),
- (h) to any claim based upon or arising out of the work performed by the insured, with or without compensation, with respect to any corporation, fund, trust, association, partnership, limited partnership, business enterprise or other venture, be it charitable or otherwise, of any kind or nature in which any insured has any pecuniary or beneficial interest, irrespective of whether or not an attorney-client relationship exists, unless such entity is named in the Declarations.
- 22. By the letter dated December 29, 1993 to Home Insurance Company from George M. Bishop & Associates, Home was informed that BPS had been dissolved that summer, and that all work performed after the dissolution was performed by George M. Bishop & Associates as the legal representative for BPS in the underlying action, Cause No. 1991-25939 in the Texas 190th District Court. (See Liquidator's EXHIBIT C in the Rule 15 Submission).
- 23. The December 29, 1993 letter to Home from Bishop & Associates (aka George M. Bishop) is in the nature of a future claim by Bishop against Home Policy No. LPL-F871578-1 consisting of a malpractice lawsuit expected to be filed against BPS at some future date.
- 24. Bowles' August 1995 legal malpractice lawsuit, on its title page and in its text, shows beyond doubt that the lawsuit was primarily a complaint against George M. Bishop & Associates (aka George M. Bishop) for work done by George M. Bishop.
- 25. Bowles would show the Referee that in 2006 in the Texas 151st District Court, George M. Bishop gave a sworn statement that BPS ceased representing Bowles in underlying Cause No.

- 1991-25939 prior to October 23, 1993, the date of a hearing and Settlement Agreement in the Texas 190th District Court.
- 26. Bowles asserts that at no time prior to July 2009 did he know that BPS had ceased to exist in the summer of 1993 and that all representation in Cause No. 1991 thereafter was by George M. Bishop & Associates.
- 27. The title page of Bowles' malpractice lawsuit, is proof beyond doubt that Policy No. LPL-F871578 was not applicable to cover Bowles' lawsuit for claimant Bishop, due to the operation of Section C (I) (b) of the EXCLUSION CLAUSE quoted above. Bowles suit is obviously a claim against George M. Bishop & Associates, a law firm not named in the Declarations. (See copy of Declarations page of Policy No. LPL-F871578-1 issued 1-21-1993 attached hereto as EXHIBIT B). Obviously, the policy was not applicable to cover Bowles suit.
- 28. Further, Policy No. LPL-F871578-1 is doubly rendered inapplicable to cover Bowles' lawsuit by operation of Section C (I) (h) of the EXCLUSION CLAUSE quoted above. Clearly, Bowles' suit is a complaint based upon and arising out of work performed by George M. Bishop with respect to George M. Bishop & Associates, an entity not named in the declarations, in which work all of the insureds had a pecuniary or beneficial interest. That pecuniary and beneficial interest is evidenced in the two suits in intervention filed by Bishop in Cause No. 1991-25939, one against Bowles in April 1994, and the other against Charles N. Schwartz on November 2, 1995. This is proof that the policy could not be applied to cover Bowles' suit.
- 29. The Liquidator's Submission makes no reference to the EXCLUSION CLAUSE and no rebuttal to Bowles' assertions that of Subsections (a), (b), and (h) of the EXCLUSION CLAUSE make Policy No. LPL-F871578 inapplicable to cover Bowles' lawsuit. These assertions were

made in Bowles' September 14, 2009 FFCL and in Bowles' recent request for summary judgment.

- 30. Indeed, the Liquidator Submission casually overlooks the fact that Home Insurance Company never issued a professional malpractice policy covering George M. Bishop & Associates, the very law practice that provided the legal services complained of in Bowles' lawsuit, Cause No. 1995-43235.
- 31. This is far more than simply an innocuous oversight by the Liquidator's counsel. It is a deliberate act of fraud upon the Court in obstruction of justice. The Liquidator has taken the position that the specific terms and conditions set out in an insurance policy are subject to broad interpretation to the extent that he gives approval and support to George M. Bishop's fraud against the Home Insurance Company. The failure of New Hampshire's highest insurance official to take appropriate action against convicted felon Bishop while penalizing Bowles is inexpressibly unconscionable and fiendish. It is the Referee's duty to right this wrong by grant of Bowles' November 18th motion for summary judgment.

32. Material Monstrous Lie No. 3:

The assertion (on Page 20 of the Submission) that Home Insurance Company provided BPS and Bishop with a defense to Policy No. LPL-F871578 prior to Home's liquidation in June 2003.

- 33. The Liquidator has absolutely no evidence to show that Home Insurance Company provided Bishop and BPS with a defense to Policy No. LPL-F871578 prior to June 13, 2003. The source for this allegation apparently lies in the sworn affidavits by Home's Ronald F. Barta (Case File CF025 –029) and TPCIGA's Amber A. Walker (Case File CF022-024).
- 34. This false swearing is material in this case because these affidavits were given in support of (a) Bowles' original 8-26-2006 Motion to Show Authority under Rule 14, T.R.C.P. in the

Texas 151st Court, and (b) Bowles' suit in the federal court in Austin against Home and TPCIGA charging conspiracy, fraud, abuse of process and tortious interference. In each case the courts accepted the allegations as true and dismissed the state court motion and the federal action.

- 35. Texas law in this regard holds that sworn pleadings cannot be regarded as summary judgment evidence, even in the absence of objection in the trial court. *Hidalgo v. Surety Savings & Loan Ass'n*, 462 S.W.2d 540 (Tex. 1971). Only when the motion is so supported by sufficient summary judgment evidence is there a burden on the adverse party to even file opposing affidavits. *Habern v. Commonwealth National Bank of Dallas*, 479 S.W.2d 99, (Tx. Civ. App.-Dallas 1972).
- 36. The falseness of the affidavits by Ms. Walker and Mr. Barta stating that Home was involved in Cause No. 1995-43235 prior to June 2003 is also material with respect to the Liquidator's observance of the New Hampshire Revised Order Establishing Procedures Regarding Claims and the Order of Liquidation. RSA 402-C: 28 permits the Liquidator to intervene in a pending action against the insurer outside of New Hampshire. This provision in the law was used to justify Homes' and TPCIGA's intervention in Cause No. 1995-43235 in Texas. In fact, Home never provided any defense for BPS and Bishop prior to August 2005.
- 37. All evidence is to the contrary, and the Liquidator's statement on page 20 of the Submission is properly described as monstrously and materially and intentionally false.

38. Material Monstrous Lie No. 4:

The Liquidator's portrayal of TPCIGA as being legally authorized to independently determine that Bowles' lawsuit constituted a covered claim against Home Policy No. LPL-F871578.

- 39. The Liquidator's submission continues the false sing-song litany that Home's transmittal of a Bishop 2-letter claim file to TPCIGA in June 2003 effectively gave TPCIGA carte blanche authority to **independently** defend the policy as the Association was allegedly required to do under Subchapter G of the Texas Property and Casualty Insurance Guaranty Act (Section 462 of the Texas Insurance Code).
- 40. In pertinent part, Subchapter G reads as follows
- §462.301. GENERAL POWERS AND DUTIES OF ASSOCIATION IN CONNECTION WITH PAYMENT OF COVERED CLAIMS. (a) The association shall investigate and adjust, compromise, settle, and pay **covered claims** to the extent of the association's obligation and deny all other claims.
- (b) The association may review a settlement, release, or judgment to which an impaired insurer or the impaired insurer's insured was a party to determine the extent to which the settlement, release or judgment may be properly contested.
- §462.302 PAYMENT OF COVERED CLAIMS. (a) The association shall pay covered claims that exist before the designation of the impairment or that arise,
 - (1) not later than the 30th day after the date of the designation of impairment;
 - (2) before the insurance policy expiration date, if that date is not later than the 30th day after the date of the designation of impairment;
 - (3) before the insured replaces the insurance or causes the policy's cancellation.
- (c) The association is limited to payment of covered claims. The association is not liable for any other claim or damages against the insured, an impaired insurer, the association, the receiver, . . . the commissioner, or the liquidator, including a claim for:
 - (1) recovery of attorney's fees, . . .;
 - (2) extracontractual damages, . . . exemplary damages;
- (3) any other amount sought in connection with the assertion or prosecution of a claim, without regard to whether the claim is a covered claim, by or in behalf of (A) an insured or claimant, or (B) a provider of goods and services.
- 41. However, Subchapter G is preceded by Subchapter C, wherein it states:
- § 462.102. Association Not in Place of Impaired Insurer

In performing the association's statutory obligations under this chapter, the association is not considered:

- (1) to be engaged in the business of insurance;
- (2) to have assumed or succeeded to a liability of the impaired insurer;
- (3) to otherwise stand in the place of the insurer for any purpose; including for the purpose of determining whether the association is subject to the personal jurisdiction of the courts of another state.

- 42. Obviously, § 462.102 declares that Home Insurance Company solely had the power and authority to designate whether or not Bowles' lawsuit constituted a "covered claim" under the policy.
- 43. The Liquidator has not produced, and cannot produce, a document similar to or in the form of an assumption certificate responsive to Bishop's December 29, 1993 request for coverage of Bowles' prospective lawsuit. The Home Insurance reply to Bishop's December 29, 1993 request for coverage, which is dated January 10, 1994, does not contain such a commitment from Home. Rather, it is obviously and intentionally non-committal. (See attached copy of January 10, 1994 letter marked **EXHIBIT C**). Additional information is demanded.
- 44. Accordingly, the Referee must summarily reject the Liquidator's false contention (on page 20 of the Submission) that TPCIGA (with the Liquidator's approval) acted independently to defend the policy after the June 2003 date of liquidation. This is a critically important issue in this case.

45. Material Monstrous Lie No 5:

That the case underlying Bowles' malpractice action, Cause No. 1991-25939, was subjected to final judgment on February 12, 1996.

- 46. This assertion is one that this Court has no jurisdiction to consider, however, Bowles' malpractice lawsuit, which is before this Court succinctly describes the fraud and corruption that resulted in the February 12, 1996 summary judgment order, rendering it a nullity.
- 47. The February 12, 1996 Order was in fact issued shortly after Bowles' had prevailed in an appeal in the Texas First Court of Appeals that stated that Cause No. 1991-25939, as asserted in a sworn motion by the appellee, that the April 10, 1995 Order Approving Actions of and Discharging Receiver was not a final judgment or an appealable order. (See attached **EXHIBIT**

D). It is certainly not in the province of this Court to disregard and overrule the Texas First Court of Appeals.

48. Material Monstrous Lie No. 5:

The allegation that Bishop's first suit in intervention in Cause No. 1991-25939 against Bowles and Bishop's second suit in intervention against Charles N. Schwarz were consolidated in the 190th District Court in Texas and were then subjected to a final judgment in the 55th District Court in June 2006 pursuant to a motion by TPCIGA's attorney John C. Marshall.

- 49. This is another fraudulent judgment that the Liquidator and this Court have no jurisdiction to take notice of. The Liquidator and HICIL were admittedly not parties in any capacity to Cause No. 1995-43235. Therefore, they have no standing to employ or refer to proceedings and judgments in the 151st District Court in Texas to obtain *res judicata* judgments from this Court.
- 50. If this Court had an interest in the issue of whether or not the 151st Court's June 1996 Amended Order was valid as a final judgment, it could examine the Order and note that the chronology therein fails to included the blatant omission of the August 9, 1996 Transfer Order referred to in Bowles' October 27, 2009 Brief. The Transfer Order specifically states that Cause No 1991-25939 was an active case on that date.
- 51. And it ignores the fact that on August 30, 1996 the 55th District Court issued an order resolving the suit in intervention by George M. Bishop (aka George M. Bishop & Associates) against Charles N. Schwarz in Cause No. 1991-25939 that was unlawfully (mysteriously and secretly) consolidated with Cause No. 1991-25939 A.

- 52. Plus, it ignores the fact that Cause No. 1991-25939-A was dismissed for want of prosecution on April 21, 1999 in an Order styled BPS versus Bowles. There was no final judgment order with respect to a Bishop versus Schwarz
- Rule 301, Texas Rules of Civil Procedure, states that only one final judgment shall be rendered in any cause except where it is otherwise specifically provided by law. Bowles filed one lawsuit in Texas in 1991 against Charles N. Schwarz Jr. and another against BPS and George M. Bishop & Associate. In violation of Rule 301, the number of "final judgments" in these two cases has multiplied beyond counting, yet there has not been even one trial on the merits on any issue over an 18-year period. *Res judicata* is the weapon of choice that courts use to pour litigants out of court in denial of access to justice. It appears it is the Liquidator's weapon of choice as well.
- 54. The Liquidator's presumptive assertion that *res judicata* precluded Bowles filing of his suit for legal malpractice and his Proof of Claim in this Court has no support in the facts or in the law.

IV

Conclusion

55. The Liquidator's Submission is a disjointed desperate effort to have this Court render a judgment that Home and TPCIGA operated in compliance with the New Hampshire law setting out the procedure for liquidation of an insurance company. Although hobbled mercilessly by lack of discovery, enough evidence has been developed to show that the Liquidator has failed and refused to follow statutory law and the Order of Liquidation. This Court has the opportunity and the duty to undo the damage inflicted on Bowles by this official misconduct.

Request For Relief

- Bowles requests relief by a grant of his Motion for Summary Judgment dated November 18, 2009 to the effect that the Liquidator's rejection of Bowles' Proof of Claim will reflect that Home Policy No. LPL-F871578 was never applicable to cover Bowles' lawsuit as a claim against the policy and that neither Home Insurance nor TPCIGA had authority to take any action whatsoever to defend the policy, either before the date of liquidation or thereafter.
- 57. Bowles requests all other and further relief to which the Court may deem him justly entitled.

Respectfully submitted,

Harry L. Bowles, Claimant

306 Big Hollow Lane

Houston, Texas 77042

Tel 713-983-6779

Fax 713-983-6722

Attachments

CERTIFICATE OF SERVICE

Harry L. Bowles, certify that on this 20th DAY OF NOVEMBER, 2009 a true and correct copy of the foregoing was sent by priority mail and to Mr. Eric A. Smith, Rackemann, Sawyer & Brewster, 160 Federal Street, Boston, MA 02110-1700; to Mr. J. Christopher Marshall, Civil Bureau, NH Dept. Of Justice, 33 Capitol Street, Concord, New Hampshire 03301-6397; to Ms. Melinda S. Gehris, 501 Hall Street, Bow, New Hampshire 03304; to Daniel Jordan, Law Office of Daniel Jordan, 4807 Spicewood Springs Road, Building One, Suite 1220, Austin, Texas 78759, and to the Liquidation Clerk, HICIL, Merrimack County Superior Court, P.O. Box 2880, Concord, NH 03302-2880,.

Harry L. Bowles

From:

<Huckleberryb@aol.com>

To:

<AMOJ_MAIN@yahoogroups.com> Monday, November 09, 2009 9:59 AM

Sent: Subject:

[AMOJ_MAIN] Fwd: FINALLY! Bills filed to remove judge, marital master in New Hampshire

This is BIG News

Saturday, November 7, 2009

Bills filed to remove judge, marital master

Recently, two bills of address to remove a judge and a marital master were introduced to the House of Representatives.

Several citizens brought complaints to the redress of grievance caucus at the Statehouse. The violations were so egregious and numerous that the representatives involved were left with no choice but to submit bills to get them off the bench.

There is very strong and abundant evidence that the chief justice and administrative director of the Family Division need to be taken out of position as well. **Their abuses are impressive and intolerable**.

The Judicial Conduct Committee has proven to be a mirage. It is a division of the Judicial Branch, which is why members don't punish themselves for their own wrongdoing. The redress caucus enables a mechanism to make those who wrong us to be accountable to the people.

The court corruption harms Democrats and Republicans. No one is safe from this, especially not our children.

The chairman of the redress of grievance caucus is Rep. Paul Ingbretson, R-Pike.

David Johnson

Derry

Comments from unverified accounts will be reviewed twice daily. Details . Please verify your email address to allow immediate posting of comments.

Add New Comment

You are commenting as a

. Optional: Login below.

Name

Website (optional)

Email

Sharing options ▼

Post as Guest

Showing 9 comments

Sort by Popular now ▼

EXHIBIT A

It is important to note that your state has the best representation in its lower chamber. They also get paid

judges to oversee themselves, then an agency independent of the courts must do the job.
Like Reply Reply
shurur
Justice Broderick turning deaf ear?? Say it isn't so!!
AND WE SHOULD ADD: If we cannot trust the police to oversee themselves, then an agency independent of the courts must do the job
Like Reply Reply
unhappygrammy 1 person liked this.
Thank you David for letting the people of NH know that they have somewhere to turn when the state does'nt hold its own accountable for the injustices practiced upon it's citizens. This is proof that our State Reps. work for us, the people of NH that voted them into office. They seem to be the only government officials who care about the people. The only officials pushing for accountability and justice. The Redress Grievance Caucus is much needed in NH and very much wanted by the people of NH.
RECENT ACTIVITY:
POLICIES FOR THE AMOJ_MAIN@Yahoogroups.com LIST For rules governing membership and posting in this forum please /isit
AMOJ Board

the least. So your judges are far more accountable. However, the powers that be are making the districts larger. Also, the Senate has poor representation and might just stop those bills in their tracks.

In order to fight judicial corruption, you need representation. Only New Hampshire has it.

Michael	
Like Reply Reply	
Awesome! So glad to see this! What a blessing and way overdue! How can this be done for lawlessness other states? thanks	s in
Like Reply Reply	
Michael P.	
This author is so right. The family courts are as corrupt as the Judges who presided over the Jim Crow of the south. They have no oversight, they convict fathers and send them to jail without a trial. They find guilty without ever asking for evidence. Mariial Master Forrest is one of the worst offenders. Hopefully have also be removed. His gender bias rulings are truly horrifying and should be investigated.	l you
Like Reply Reply	
ParentofOne	
Is it possible to find more information online about this bill? I am looking for the name of the marital mas and wondering if it is the one who has ruled in my custody case.	ter,
Like Reply Reply	
David, This story hit the spot, and it needed to be done. Judges have been breaking the laws for years, years that I know off, It time more people came forward and join the fight. Thank you	19
Like Reply Reply Ted Spear	
New Hampshire is leading the way in addressing a National Crisis of crimes against our children and families. I am going to spread this story around the country, maybe some other legislators will finally ste up and address problems in their state. Thanks for printing this story.	p
Like Reply Reply	
paulmclements 1 person liked this.	
As a matter of fact, there are 19 such petitions for redress currently before the legislature, along with	

As a matter of fact, there are 19 such petitions for redress currently before the legislature, along with several bills of address. Such is the degree of corruption in the NH court system! For years, citizens have been complaining about bias and corruption in the NH courts. And for all those years, Chief Justice Broderick and his Committee on Judicial Conduct have been turning a deaf ear to the complaints. Apparently, the committee exists to protect corrupt judges from wronged litigants. Luckily for NH citizens, their Constitution gives them a way to see that justice is done through the legislature. If we cannot trust

Renewal Certificate

Professional Liability Insurance Policy 3. Attach to your expiring declarations.





This is a claims made Policy. Please review the Policy carefully.

The Policy is limited to liability for only those claims that are first made against the Insured during the policy period.

insured by the stock company below and hereinafter called the company		
THE HOME INSURANCE COMPANY OF INDIAN	A INDIANAPOLIS, INDI	ANA
Item 1. Named Insured and Address (Number, Street, Town or City, County, State, Zio Code)	Producer Name DANIELS-HEAD INSURANCE AGENCY INC.	
BISHOP, PETERSON & SHARP,		
P. C. 3000 SMITH	Item 2. Policy Period	
HDUSTON HARRIS	From (Day-Mon-Yr) To	(Day-Mon-Yr)
	24-Jan-1993	24-Jan-1994
	12:01 A.M. Standard Time at the address o	The Named Insured
	Item 3. Form of Named Insured's Business	
And Those Professionals Listed on the Application.	Insured is CORPORATION	
Rem 4. Limit of Liability		
Each Claim \$ 2,000,000	• .	22.
2,000,000	w.	00 00 00
Aggregate \$ 2,000,000		000000
Item 5. Deductible		ວິດີດ ວບວວດ ວິດີດ ວບວວດ
Per Claim \$ 10,000		သေးဂဝင
Item 6. Premium		6 2000
PREMIUM \$12,244.00		9 9 9 8 64 96
	NO. OF PRO	FESSIONALS 3
Item 7. Policy Changes and Endorsements (The endorsements noted below are part the preceding Policy Period(s), or will become effective at the Inception of the	of this policy and either became effective at	the inception of or during
H36581 05/86 LPL PDLICY JACKET	o Namenai Panou.,	
H37530 07/92 CANCEL/NUNRENEW		
H37683 10/88 ARBITRATION ENDST H37973 07/91 REG ENDORSEMENT		
H40552 05/92 POLICYHOLDER NOTICE		
H35385 01/89 SPEC CLAIM EXCL H35497 03/87 PRIOR ACTS EXCLUSION		*****
· · · · · · · · · · · · · · · · · · ·		
	ountersigned at	Issue Date
	AUSTIN, TX	21-Jan-1993
Box .	thorized Representative	Countersion Date
	1.1/1/	

H38298F (C) Ed. 10:80

003852



In The

Court of Appeals

For The

First District of Cexas

NO. 01-95-00517-CV

HARRY L. BOWLES, Appellant

V.

CHARLES N. SCHWARZ, JR., ROSALIE SCHWARZ, AND JOANN LANE, DIRECTORS OF NATIONAL PARTS SYSTEM, INC., Appellees

On Appeal from the 190th District Court Harris County, Texas Trial Court Cause No. 91-25939

OPINION

The appellee has filed a motion to dismiss asserting that this Court has no jurisdiction to hear this appeal because there is no final judgment and the one order in the transcript is interlocutory and not appealable.

This Court has jurisdiction over appeals from final judgments, *Hinde v. Hinde*, 701 S.W.2d 637, 639 (Tex. 1985), or appeals from interlocutory orders specified in

EXHIBIT C

TEX. CIV. PRAC. & REM. CODE ANN. § 51.014 (Vernon Supp. 1995). To be final and appealable, a judgment must dispose of all issues and parties in a case. North East ISD v. Aldridge, 400 S.W.2d 893, 895 (Tex. 1966).

The appellant and Quality Seal Company sued Charles Schwarz, Jr., Rosalie Schwarz, and Joann Lane, Directors of National Parts System, Inc. asserting causes of action for breach of contract, conversion, interference with business relationships, negligence, bad faith, breach of fiduciary duty, traud, and wrongful termination. Bowles and Charles Schwarz owned an equal amount of National Parts System, Inc.'s (NPS) stock. In October of 1993, the parties signed a settlement agreement and an agreed order appointing Joe Reynolds receiver for NPS to negotiate and complete the sale of its assets. The parties also signed a proposed final order of dismissal that was to be rendered by the trial court following the closing of the sale of NPS. On March 30, 1995, the receiver filed a motion seeking the trial court's permission to take specified actions to complete the sale of NPS. On April 10, 1995, the trial court signed an order approving actions necessary to the completion of the sale and disbursement of the proceeds and discharging the receiver.

The appellee asserts in its sworn motion to dismiss that no final judgment has been signed, nor does one appear in the transcript. The only document in the transcript that the trial court signed is the "order approving actions of and discharging receiver." This order does not dispose of Bowles' causes of action against the defendants, nor is it specified as an appealable interlocutory order in section 51.014.

Because there is no final judgment or appealable order, we dismiss this appeal for want of jurisdiction.

PER CURIAM

Panel consists of Justices Hutson-Dunn, O'Connor, and Andell.

Do not publish. Tex. R. App. P. 90.

UUU806

Judgment rendered and opinion delivered DEC 14 1995
True copy attest

Mirrue Thompson

Margie/Thompson / Clerk of the Court

000807

INSURANCE COMPANY



2925 BRIARPARK SUITE 800 HOUSTON, TEXAS 77042 713-787-7800 P.O. BOX 4357 HOUSTON, TX 77210

January 10, 1994

CERTIFIED MAIL RETURN RECEIPT REQUESTED

George M. Bishop 3000 Smith Houston, TX 77006

Re: Claim No.:

085-600764-174

Insured Name:

Bishop, Peterson & Sharp

Claimant:

Harry Bowles

Policy No.:

LPL F 871578 Policy Limits: \$2,000,000 Each Claim/\$2,000,000 Aggregate

Deductible:

\$10,000

Dear Mr. Bishop:

This will acknowledge receipt of correspondence from your office whereby Home Insurance Company has been made aware of a claim which has been made against you or circumstances which may give rise to a claim in the above-referenced matter. We have created a file on your behalf and request that all future correspondence be directed to my attention and indicate the claim number referenced above.

At this time, I request that you keep me advised of the circumstances surrounding this matter. Should you be served with a Summons and Complaint please forward them to my attention as soon as possible.

Please take your earliest opportunity to provide me with a narrative report. This information is needed as a part of Home's coverage evaluation of this matter.

Until we are in receipt of this information, the Company is accepting your notice of claim under a full and complete reservation of its rights with respect to coverage. We will further review our coverage for this claim once the requested information has been provided.

Page 2 January 10, 15

Should you have any questions, please contact me at the address above or by calling me at (713) 787-5940.

Very truly yours,

Professional Liability Department

QA:la