

**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 Rebuttal to Liquidator’s 12-4-09 Submission

Comes Claimant Harry L. Bowles (“Bowles”) in rebuttal of the Liquidator’s December 4, 2009 submission

1. The Liquidator’s submission is again a fraudulent attempt to misconstrue and thereby overcome the irrefutable facts that have surfaced as a result of the discovery process in this court.
2. The overriding fact that cannot be overcome is that all defendants (the Liquidator and HICIL and TPCIGA) were absolutely prohibited from taking any action whatsoever in defense of Home Policy No. LPL-F871578 both in August 1995 when Bowles’ malpractice lawsuit was filed and in August 2005 when TPCIGA employed a defense attorney to represent defendant BPS in the lawsuit.
3. The first prohibition derives from the terms of the insurance contract itself. Section C of the policy titled the EXCLUSIONS CLAUSE clearly and unambiguously declares that: (a) the policy does not apply to cover claims made by or against persons or parties not named in the

Declarations, and (b) the policy does not apply to cover work by a party not named in the Declarations in behalf of insured parties for their benefit or pecuniary benefit.

4. The second prohibition derives from the Order of Liquidation issued on June 13, 2003 by this Superior Court. The Order required the Liquidator to cancel all insurance contracts effective 6-13-03; it prohibited Home officials from proceeding with Home business effective 6-13-03; and it prohibited Home officials and all persons from using or transferring or removing any Home property and from interfering with Liquidator's conduct of liquidation without the express written authorization of the Liquidator.

5. The Liquidator claims that Bowles' lawsuit in Texas "involved claims against BPS and its shareholder attorneys, including Bishop, as well as George M. Bishop & Associates ("GBA"), so the duty to defend (the Home policy) extended to the entire action". He claims that this effectively voided the EXCLUSION CLAUSE.

6. This is poppycock and constitutes blatant fraud on the court. When Bowles filed his lawsuit in August 1995 he did not know that BPS had ceased to exist in the summer of 1993. This information was deceitfully withheld from Bowles, although Home officials were made aware of the fact by GBA's December 29, 1993 letter requesting coverage of Bowles' "prospective future lawsuit" against BPS or against Bishop.

7. In his December 29, 1993 letter to Home's Claim Department, Bishop states that he was representing BPS and providing legal services for BPS when a settlement of Bowles' case was reached on October 23, 1993.

8. The Settlement Agreement and Bishop's conspiracy and fraud in recommending the appointment of a receiver he knew was unqualified to serve is the basic document on which Bowles' malpractice lawsuit is based.

9. BPS, having been dissolved long prior to the Settlement Agreement, was not involved in the Settlement Agreement in any way. Bishop's letter is proof that GBA was Bowles' sole legal representative on October 23, 1993.

10. In the underlying case in Texas, one attorney in the office of Marshall & McCracken recognized the dilemma posed by the fact that BPS played no role in the Settlement Agreement and filed an affidavit sworn by George M. Bishop stating that BPS had ceased to represent Bowles and had no responsibility regarding Bishop's duplicity regarding the Settlement Agreement reached on October 23, 1993. It is not surprising that attorney Jaffe very abruptly departed Marshall & McCracken and was replaced by new counsel.

11. Bishop's December 29, 1993 letter is irrefutable proof that Section C (1) (h) of the EXCLUSION CLAUSE in Home Policy No. LPL-F871578 made the policy inapplicable to cover the professional services allegedly rendered by GBA in behalf of BPS as a client of GBA.

12. The naming of BPS as a defendant in Bowles' malpractice lawsuit in no way affects the applicability of the EXCLUSION CLAUSE to void coverage. That the Liquidator would argue to the contrary with no grounds constitutes bad faith in pleading and blatant chicanery that this Superior Court must take note of and strongly condemn.

13. Bad faith pervades every facet of the Liquidator's submission, and nowhere is this more evident than in the statement that Bowles had no facts as the basis for the contention that Home did not provide a defense of the policy prior to the Order of Liquidation in June 2003. The Liquidator is certainly aware that Bowles repeatedly over many years of discovery demanded the insured parties produce an insurance policy applicable to cover Bowles' malpractice lawsuit. None was ever produced, and in July 2006 the Marshall & McCracken law firm refused to

produce a policy with the statement that the issue was mooted by the grant of BPS's Motion for Summary Judgment dated June 22, 2006. (See attached EXHIBIT A).

14. A copy of an applicable policy would have been produced if Home had been involved in providing defense counsel for BPS prior to June 2003.

15. This is an issue of critical importance in this case because Bowles' has charged HICIL officials in New York and TPCIGA officials in Texas with fraud and conspiracy and with tortious abuse of process and tortious interference in an official proceeding in Texas. The simple fact is that no insurance policy applicable to cover Bowles' lawsuit was ever provided. This one fact destroys the Liquidator's statement that Bowles had no facts to show that Home did not provide BPS with defense pre-liquidation.

16. Meanwhile, the Liquidator refuses to meet his burden to show specifically what support was provided and why the insureds refused to produce a policy even after they were held in contempt of court for abuse of discovery.

17. The Liquidator's brazen audacity and insolence are openly displayed in his taking of judicial notice of Texas court decisions holding that all litigation in Texas has reached finality, including the underlying Cause No. 1995-43235 in the 151st District Court as well as the underlying Cause No. 1991-25939. Neither the Liquidator nor TPCIGA have any authority whatever to take such notice or to involve themselves in those actions. Home Insurance Policy No. LPL-F871578 was never applicable to Bowles' lawsuit per its EXCLUSION CLAUSE, a fact that the Liquidator cannot dispute and has not disputed.

18. Most galling to Bowles is the Liquidator's recitation and interpretation of events in Bowles' two lawsuits in Texas. The Liquidator has no authority to take notice of and make judgments regarding those cases because both Home and TPCIGA refused to become third-party

defendants in Cause No. 1995-43235. They refused to be defendants because they knew that Home Policy No. LPL-F871578 was inapplicable to cover the suit, and that they had no authority to intervene as third-party defendants.

19. In particular, Bowles challenges the Liquidator's assertion that the Texas Appeal Court's December 14, 1995 decision does not address the subsequent judgments issued on February 2, 1996 and April 26, 1996. It most certainly does because the order dated February 2, 1996 was rendered on a Motion for Summary Judgment first presented in June 1995 in which the April 10, 1995 Order Approving Actions Of And Discharging Receiver was "carried forward" as an appealable final order in contempt of the appellate court's ruling that it was not a final order.

20. In that April 10, 1995 Order Approving Actions Of And Discharging Receiver, which was signed by Bishop (aka George M. Bishop & Associates), is a permanent injunction against Bowles holding him out as a terrorist and enjoining him from acts of violence against public servants, including George M. Bishop.

21. Said permanent injunction against Bowles was imposed without notice, hearing or trial with Bishop's concurrence in violation of Bowles' sovereign constitutional rights, **of which Bowles complained to the Court of Appeals.** The issue of the finality of judgment of just this one issue remains open and unresolved to this day because no court has the authority to permanently defame a citizen by summarily declaring him a terrorist (particularly in the present day environment).

22. The Liquidator's action to come to the aid and support of George M. Bishop (aka George M. Bishop & Associates) by asserting that Home Insurance Policy No. LPL-F871578 applied to cover all parties named in Bowles' lawsuit is unforgivably reprehensible. The obvious impression is that the Liquidator fully approves of and condones the Holocaust-like action of the

Texas court. It appears the Liquidator is voluntarily and without authority supporting the perpetrators who initiated and carried out a fraudulent scheme to expropriate Bowles' estate by summarily declaring him a terrorist disentitled to justice in the courts.

23. This Court must express its disapproval in no uncertain terms.

Conclusion – Request for Relief

24. Neither the Liquidator nor this Court has any standing to assume jurisdiction of claims allegedly made against Policy No. LPL-F871578 by either George M. Bishop or by Bowles in his lawsuit in Texas.

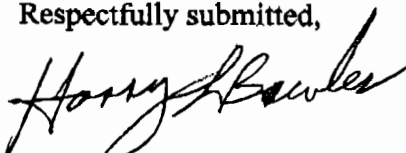
25. Further, neither the Liquidator nor this Court has any authority to take judicial notice of proceedings in Texas regarding TPCIGA's action to defend Home Policy No. LPL-F871578 for BPS.

26. The Liquidator's response to Bowles' Proof of Claim must be revised to show rejection of the claim based on the absence of any insurance coverage by Home Insurance Company applicable to any parties named in Bowles' lawsuit in Texas.

27. The Liquidator has a duty to condemn TPCIGA's intervention in Bowles' malpractice action in Texas, and to give sworn testimony that TPCIGA's action was unauthorized under the policy and was in violation of the Order of Liquidation and the New Hampshire Insurance Code to the effect that Bowles has recourse in Texas courts for resulting damages.

28. Bowles requests the Referee issue an order consistent with the above.

Respectfully submitted,



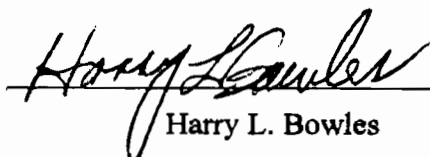
Harry L. Bowles, Claimant

Harry L. Bowles, Claimant
306 Big Hollow Lane
Houston, Texas 77042
Tel 713-983-6779
Fax 713-983-6722

Attachment

CERTIFICATE OF SERVICE

Harry L. Bowles, certify that on this 18th DAY OF DECEMBER, 2009 a true and correct copy of the foregoing was sent by fax and U.S.mail 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

MARSHALL & McCracken, P.C.

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July 12, 2006

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Re: No. 1995-43235; *Harry L. Bowles v. George M. Bishop, Charles K. Peterson, and David E. Sharp, et al.*; in the 151st Judicial District Court, Harris County, Texas

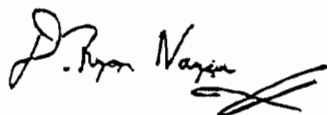
Dear Jim:

It was nice talking to you today and I was happy to update you on the case status. To summarize our conversation, George M. Bishop and Bishop & Associates have filed their own Motion for Summary Judgment, and the hearing for same has been set for August 14, 2006 at 11:30 A.M. Defendant Bishop Peterson & Sharp, P.C.'s Motion to Sever has also been set for that date and time.

In a related matter, it is recently come to my attention that you sent a letter dated June 22, 2006 to Texas Property Casualty Insurance Guaranty Association requesting information regarding the "date of initiation" of Defendant Bishop, Peterson & Sharp, P.C.'s insurance policy. As I am sure you are aware, the Court has entered an Order dated June 22, 2006 granting Defendant Bishop, Peterson & Sharp, P.C.'s Motion for Summary Judgment, and therefore, your request is now moot. I have attached a courtesy copy of the Court's June 26, 2006 Order for your reference.

As always, if you have any questions or concerns, please feel free to contact me at your convenience.

Sincerely,



D. Ryan Nayar
DRN:mab\85.046

EXHIBIT A