

**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 and Objection To Ex Parte
Structuring Conference Held on June 15, 2009**

I

1. Claimant Harry L. Bowles comes before the Court to complain of the Referee's holding of an ex parte telephonic structuring conference on June 15, 2009 by excluding Bowles' from participation. Bowles received the Referee's order stating that the conference would take place at 10:00 am central standard time. The order included no telephone number or pass code as was included in the first structuring conference held in May. Therefore, Bowles anticipated the Referee or her assistant would arrange the conference and would make sure all parties were contacted and were present. Bowles was prepared to participate at the appointed time, and when no call came called the number and entered the pass code for the previous conference. This resulted in a message stating that the official conducting the conference had not arrived. A call to attorney Eric Smith revealed that an ex parte conference took place.

2. Bowles strongly protests this event, which is contrary to all codes of judicial conduct. That this occurred is further solidifies Bowles previously expressed belief that

this proceeding is rigged to result in a predetermined conclusion. Ex parte justice is brutish, and that is what Bowles has been subjected to over a three and a half year span.

3. Bowles requests the Court provide him a copy of the transcription of the June 15th ex parte conference. At this point it is unknown whether the Liquidator and HICIL are separate parties represented by the same attorneys, or what.

II

4. Bowles has now received a copy of the Referee's June 15, 2009 order. One point Bowles most certainly disagrees with is in the fourth paragraph in which the Referee denies the request for a new proof of claim, and then states, **"The Referee finds that this claim can be addressed by the Referee along with the disallowance of Mr. Bowles' claim under the Home policy. In addition, the Liquidator has raised the issue of the effect of the litigation in Texas on these two claims. The Referee agrees that issue must also be addressed."**

5. Bowles emphatically tells this Court that the present dispute in New Hampshire involves one and only one claim, which is in the heading of this document. The claim was filed because HICIL's Ronald Barta requested a claim be made in New Hampshire when Bowles filed two tortious interference and abuse of process suits in the federal court in Texas. **Those suits have been dismissed without prejudice, thus there is no litigation ongoing in Texas. What issue in what litigation in Texas is the Liquidator referring to?**

6. **Bowles' August 2003 Proof of Claim filed with HICIL was rejected by the Liquidator for good and proper cause in 2008, five years after its receipt by HICIL and two years after Bowles had given written notice of its withdrawal. Bowles gave notice of no objection to that Notice of Determination. Therefore, this Court has no authority, and the Referee has no jurisdiction, to consider a question regarding that claim. It is entirely moot.**

7. **Bowles' June 9th response to the Liquidator's response made this very clear. There is no litigation in Texas ongoing at the present time that the Liquidator or this Court can address or determine.** The sole matter before this Court is the reason given by the Liquidator for rejecting the subject claim – a claim that has nothing to do with a Home Insurance policy or any purported ongoing litigation in Texas. The subject

claim by Bowles is simply one that Bowles has no standing to file based on the most sacred principle in the insurance industry, which is “insured interest”.

8. **By raising the issue of other litigation in Texas, the attorneys for the Liquidator are creating a straw man – an imaginary issue that has absolutely no basis in fact or law. Bowles would be the fool of all fools to concede that this Court has jurisdiction to adjudicate matters that took place in Texas involving the Texas Insurance Code.**

9. Bowles demand that the Referee revise her June 15th Order to reflect the fact that there is one and only one Proof of Claim that is a matter of concern. The Liquidator has admitted that res judicata cannot apply, thus the previous determination is false. The Liquidator must be ordered to correct the reason for rejection of the subject proof of claim to eliminate any reference to Bowles’ lawsuit in Texas.

III

10. Bowles finds it infuriating that the Referee has granted Bowles limited amount of discovery that excludes all Requests for Admissions as well as other requests for documents in the Requests for Production. Bowles has received no responses from the Liquidator as to the Liquidator’s objections to answering the excluded discovery requests.

11. Of special concern to Bowles are Requests for Admission Nos. 25 through 31 in which the Liquidator is asked to admit or deny whether or not, as required by law, this Superior Court issued an order authorizing the Liquidator and/or TPCIGA to intervene in the litigation in Texas. This is a decisive black and white issue that leaves no wiggle room for the Liquidator. The Referee, an official of the Court, exhibits extreme bias against Bowles by denying this discovery.

12. Bowles finds that the Referee’s June 15th Order is a Trojan Horse in that the Referee deceivingly grants Bowles a small partial degree of discovery while denying the discovery from the Liquidator to show that the Liquidator (aka the State of New Hampshire aka the New Hampshire Commissioner of Insurance) at all times after June 13, 2005 discharged their duties and responsibilities in strict adherence to the Order of Liquidation and the Revised Claim Procedures.

13. If the Liquidator did so, then he would know and the Court would know whether or not a Court order was issued authorizing post-liquidation activity in Texas. The Referee is obviously protecting the Liquidator and the State of New Hampshire by not requiring the Liquidator to answer all Requests for Admission relating to violations of the Order of Liquidation and the Revised Claim Procedures.

14. **It is absolutely certain that the initiation of a defense of Home Policy No. LPL-F871578 in August 2005 by the Liquidator or anyone else was prohibited by the Statute of Limitation in RSA 402-C:28. This is unchallenged, unrefuted and irrefutable.** Therefore, the Referee's scheduling of long drawn out litigation regarding defense of the policy is outrageous. It constitutes barratry, official oppression and obstruction of justice. Bowles strenuously objects to this open, blatant display of bias, fraud and conspiracy by the Referee and the opposing attorneys.

IV

15. The extreme, brazen and audacious presumptuousness of the Referee and the attorneys for the Liquidator are most evident in their attempt to give the Referee and this Court jurisdiction of a fictitious lawsuit they claim has been filed by Bowles against the Liquidator. The Referee has presumed that she has the authority to adjudicate a case for which there is no original complaint on file.

16. She haughtily presumes to exercise personal jurisdiction over Bowles in a matter in which Bowles was subjected to fraud and deceit and other tortuous conduct in Texas perpetrated primarily (and purportedly solely) in Houston, Texas by the Texas Property and Casualty Insurance Guaranty Association (TPCIGA).

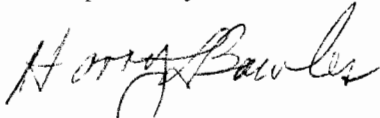
17. There is presently no litigation in progress by Bowles involving TPCIGA. If such litigation were initiated, the venue would be Travis County, Texas (See Texas Insurance Code, Subsection 462.017) and not in a Superior Court in New Hampshire.

18. **Bowles demands that the Referee and the Liquidator and the attorneys representing the Liquidator and/or HICIL immediately cease and desist from all activity in this Court the purpose of which is to adjudicate in this Court a suppositional or conjectural or imaginary lawsuit by Bowles against the Liquidator or HICIL for "improper provision of a defense against a lawsuit". The subject proof of claim was not filed with the intent that the Liquidator or the Court issue any**

rulings or take any judicial notice of court actions in Texas in which they were not parties and in which they at all times disclaimed third party liability.

19. Bowles demands the Referee make radical changes in the Order dated June 15, 2009 to reflect her recognition that she has no personal jurisdiction over Bowles to adjudicate issues that are not before this Court in a formal lawsuit. The Referee's mandate is to correct the Liquidator's reason for denying the subject claim to reflect the admitted fact that res judicata is not applicable.

Respectfully submitted,



Harry L. Bowles

Claimant, POC Nos. CLMN712396 and CLMN380570

306 Big Hollow Lane

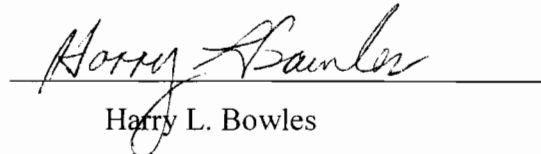
Houston, Texas 77042

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

ATTACHED: PROPOSED ORDER

CERTIFICATE OF SERVICE

I certify that on this **18th DAY OF JUNE, 2009** a true and correct copy of the foregoing was sent by fax and by first class 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.



Harry L. Bowles

**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**

REFEREE'S FINAL ORDER AND REQUEST FOR DISMISSAL

1. The Referee in this case has reached a final decision on the issue brought before her by Claimant Bowles.
2. The Liquidator and HICIL cannot legally honor or pay claims by persons who have no insured interest in an insurance policy issued by The Home Insurance Company.
3. The Referee finds that the parties with an insured interest in Home Policy No. LPL-F871578 are limited to the professional attorneys covered under the policy.
4. The Referee finds that Claimant Bowles admits he is not covered under the policy and that therefore the Liquidator was correct in rejecting the subject claim.
5. The Liquidator's explanation for his rejection of the claim should be revised to state that the basis for the rejection is that Bowles lacks standing as a claimant against HICIL due to lack of an insured interest in Home Policy No. LPL-F871578.
6. This concludes the duties of the Referee with regard to this disputed claim.
7. No further proceedings are in order, and the Referee requests dismissal of this claim as finally settled.

Signed on this _____ DAY OF JUNE, 2009

Melinda S. Gehris, Referee