

**BEFORE THE SUPERIOR COURT
MERRIMACK COUNTY, NEW HAMPSHIRE
IN RE THE LIQUIDATION OF HOME INSURANCE COMPANY**

DISPUTED CLAIMS DOCKET

Docket No. 03-E-0106

In Re Liquidator Number: 2008-HICIL-41

Proof Of Claim Number: CLMN712396-01

Claimant: Harry L. Bowles

**CLAIMANT'S RESPONSE TO LIQUIDATOR'S OBJECTION TO
CLAIMANT'S SECOND MOTION TO RECOMMIT**

1. The Liquidator's objection is a document in which the Liquidator has totally capitulated by default to Bowles' claims of insurance fraud involving conspiracy, money laundering and felony tampering with or fabricating physical evidence by HICIL and TPCIGA officials by their intervention in the lawsuit in Texas in defense of Home Policy No. LPL-F871578.
2. The Liquidator's objection is based solely on the "untimeliness" of the Motion to Recommit and the argument that the motion is precluded by the res judicata effect of the Referee's January 4, 2010 Order on the Merits. There is no effort good-faith effort to justify the Referee's ruling that TPCIGA did not violate this Court's June 13, 2003 Order of Liquidation by employing counsel to defend Policy No. LPL-F871578 in Texas in August 2005.
3. The Liquidator's continuing effort to seek dismissal of the Motion to Recommit based on "untimeliness" is particularly insulting in view of the fact that the felonious conduct under the

Liquidator's authority occurred in 2005; more than 11 years after Home Insurance cancelled Policy No. LPL-F871578 and more than 2 years after the Order of Liquidation prohibited all actions by Home directors, officers, employees, agents and representatives from proceeding with Home business without the express written authorization of the Liquidator.

4. The Liquidator's sole defense of the Referee's Order on the Merits consists of the statement that:

The Liquidator sent files of potential claims to various Guaranty Associations after the liquidation. In doing so, the Liquidator was complying with statutes and the Liquidation Order. Pursuant to statute, TPCIGA was required to act on Home's behalf once Home was placed in liquidation. Therefore, when the claims were filed by Mr. Bowles against BPS, it was TPCIGA which was required to and did, provide a defense to BPS and its shareholders.

5. This paragraph exemplifies and magnifies the bad faith and fraud on the court practiced by the Referee and the Liquidator in their desperation to come up with a rational explanation for TPCIGA's intervention in Bowles' lawsuit in defense of Home Policy No. LPL-F871578. It specifically fails to respond to Bowles' plea objecting to the jurisdiction of the Referee and this Court over Bowles, who had no standing to file a Proof of Claim with the Liquidator since he was never a party to the insurance contract.

6. The argumentation above proves the false and perjurious testimony entered in the court records by TPCIGA and HICIL officials Amber A Walker and Ronald F. Barta. Walker and Barta both declared that Home undertook to provide a defense against Bowles' lawsuit subject to reservation of rights. Documentation provided in the Second Motion to Recommit proves that Home never received a copy of Bowles' lawsuit until February 1996, which was six months after Home was placed in the hands of Zurich Insurance LTD. and its subsidiary Risk Enterprise Management, Inc. ("REM"), a Third Party Administrator. REM obviously could not, and did not,

construe the lawsuit as a possible claim against Policy No. LPL-F871578 because the suit named both insured and uninsured parties as defendants, thus negating coverage of the suit as a claim under its Exclusions Clause

7. In the eight years of its service as Home's TPA, REM never took any action to indicate that Policy No. LPL-F871578 was anything other than a cancelled policy without any possible unsettled claim liability attached. This fact was frequently evidenced by in the litigation in Texas by the steadfast refusals by Bishop and by TPCIGA to answer discovery requests for insurance coverage of Bowles' lawsuit.

8. obviously, after the June 2003 Order of Liquidation, all insurance coverage ceased as the Court ordered cancellation of all in-force insurance contracts. Thereafter, under the Order and under RSA 402-C:28 of the New Hampshire Insurance Code, the Liquidator had a two-year time frame after June 13, 2003 in which to initiate an intervention into Bowles' lawsuit. The fact that neither the Liquidator nor TPCIGA acted to defend the policy before June 13, 2005 is proof that TPCIGA's August 2005 intervention was unauthorized and that the intervention was knowingly a violation of the Order of Liquidation and the New Hampshire Insurance Code.

The ultimate Res Judicata applicable in this case

9. By the principle of res judicata, the Referee and this Court and TPCIGA (and the 151st District Court in Texas as well) were and are prohibited from overruling the Order of Liquidation and the New Hampshire Insurance Code. The Texas Insurance Code includes no provision whereby TPCIGA is authorized or empowered to provide insurance services in behalf of an insurance company in liquidation in open violation of the Order of Liquidation and the New Hampshire Insurance Code.

10. In fact, the statute creating TPCIGA expressly states that TPCIGA is not a provider of

insurance services. Thus, the Liquidator's allegation that TPCIGA was authorized under the Texas Insurance Code to construe and independently apply a policy of an insurance carrier in liquidation is false and fraudulent. The Order of Liquidation is controlling and is res judicata to any argument that TPCIGA's intervention in Bowles' lawsuit in Texas was legally authorized by either the Texas Insurance Code or by the New Hampshire Code.

Conclusion

11. The question before the Court is whether or not the Referee's January 2010 Order on the Merits was and is negated by the res judicata effect of this Court's Order of Liquidation dated June 13, 2003. Also before the Court is the question of whether or not the September 2006 "finding" by the 151st District Court in Texas dismissing Bowles' Rule 12 Motion to Show Authority is also negated by the res judicata effect of this Court's Order of Liquidation.

12. Bowles' Second Motion to Recommit answers these two issues with irrefutable (and unrefuted) certainty. The documentation presented clearly sets forth proof of insurance fraud and conspiracy in violation of this Court's Order of Liquidation for the purpose of obtaining dismissal of Bowles' legal malpractice litigation against George M. Bishop, et al, and, concurrently, the issues concerning the finality of judgment in the underlying lawsuit. Theft and misappropriations of very large sums of money were involved in these cases and Bowles was deprived of justice in the courts to obtain relief.

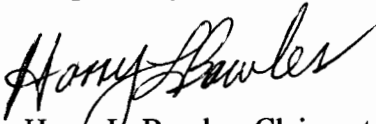
13. In the interest of justice and by the principle of res judicata, it is this Court's duty to strike the Referee's January 2010 Order on the Merits and the Clerk's Notice of Decision dated June 8, 2010, each of which were rendered total disregard of the finality of this Court's June 13, 2003 Order of Liquidation.

Request for Relief

13. Bowles requests the Court sign the Proposed Order attached to the Second Motion to Recommit to strike all orders by the Referee and to void its previous denial of Bowles' First Motion to Recommit.

14. Bowles requests the Court make an advisory comment to the Liquidator urging a negotiated settlement with Bowles, requiring the Liquidator and TPCIGA to recant their actions against Bowles and offer compensation for initiating wrongful civil proceedings against Bowles with the unprivileged motive or purpose to interfere with and frustrate Bowles prospective advantage to be gained by the successful termination of his malpractice action regarding charges of breaches of contract, fraud, treacherous double-dealing and conspiracy by defendants Bishop, et al.

Respectfully submitted,



Harry L. Bowles, Claimant, Pro Se


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Certificate of Service

I, Harry L. Bowles hereby certify that on this 1st Day of April, 2011 a true and correct copy of the foregoing was sent by U.S. Mail to the Liquidation Clerk, HICIL, Merrimack County Superior County, P.O. Box 2880, Concord New Hampshire, 03301; to Mr. Eric A. Smith, Rackemann, Sawyer and Brewster, 160 Federal Street, Boston, MA 02110-1700; to Mr. Marvin Kelly, Executive Director, TPCIGA, 9120 Burnet Road, Austin, TX 78758; and to J. Christopher Marshall, New Hampshire Dept of Justice, 33 Capitol Street, Concord, NH 03301-6397.


Harry L. Bowles