

1995 - 43235

HARRY L. BOWLES,	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
vs.	§	OF
	§	
GEORGE M. BISHOP, CHARLES K.	§	
PETERSON, AND DAVID E. SHARP, EACH	§	HARRIS COUNTY, TEXAS
IN THEIR INDIVIDUAL CAPACITIES; AND	§	
GEORGE BISHOP & ASSOCIATES, AND	§	
BISHOP, PETERSON & SHARP, P.C., EACH	§	
A PROFESSIONAL LAW CORPORATION,	§	
AND/OR AN ASSUMED NAME OF THE	§	
NAMED INDIVIDUALS	§	151ST DISTRICT COURT
Defendants	§	

FILED
 CLERK OF DISTRICT COURT
 HARRIS COUNTY, TEXAS

SEP 26 AM 3:59

DEPUTY

PLAINTIFF'S SECOND REBUTTAL TO DEFENDANT BPS'S RESPONSE TO
PLAINTIFF'S RULE 12 MOTION TO SHOW AUTHORITY AND SUPPLEMENT
THERE TO

Comes Plaintiff Harry L. Bowles ("Bowles") to file his second rebuttal of the pleadings filed by defendant Bishop, Peterson & Sharp, P.C. ("BPS") in response to Bowles' Rule 12 Motion to Show Authority filed August 29, 2006 and to Bowles' Supplement to that motion filed

EXHIBIT S

on September 7, 2006. Bowles' pleads as follows in response to new information divulged at hearing dated September 18, 2006:

I

Foreword

At hearing dated September 18, 2006, Texas Property And Casualty Insurance Guarantee Association ("TPCIGA"), through its counsel Marshall & McCracken, P C (M&M"), came before the Court to state that TPCIGA was authorized under a normal course of procedure to enter into this litigation to defend against Bowles' malpractice action against George M. Bishop, et al. **Strangely, this hearing was the very first time that the TPCIGA had ever appeared in this litigation.** M&M appeared as counsel on or about August 23, 2005, declaring itself to be counsel for BPS, a now-defunct professional corporation offering legal services to the public. The president of BPS, during its existence was defendant George M. Bishop.

Bowles' Rule 12 Motion requires M&M to show sufficient authority to defend BPS against Bowles' lawsuit. TPCIGA, through its official Amber A. Walker, has submitted to the Court an affidavit declaring TPCIGA received authority from Home Insurance Company in Liquidation to intervene in the suit to defend BPS. However, Ms. Walker furnished no proof in the form of a communication from Home or by producing an actual insurance contract between Home and BPS supported by an affidavit from George M. Bishop.

Realizing that this Court cannot **presume** an insurance policy exists, TPCIGA, through its counsel, has now, on or about September 20, 2006, filed a copy of the insurance policy (attached as **EXHIBIT A**) issued by Home Insurance Company claimed to be the was the reason M&M was retained to litigate against Bowles' lawsuit in Cause No. 1995-43235. A copy of this

policy was requested of Bishop in early 2002 and was never produced. A copy was requested of M&M in 2005 and production was refused for nearly a year.

A review of the policy reveals the reason why the defendants would never produce a copy for years previously and why Home and TPCIGA did not contest Bowles' lawsuit immediately when it was filed. The policy had lapsed 18 months prior to August 1995 when Bowles filed his action. The suit was therefore not a covered claim against the policy. Furthermore, the documentation produced shows that Home Insurance Company had given defendants George M. Bishop and Bishop, Peterson & Sharp, P.C. notice in January 1994 that the insurer would not renew legal malpractice coverage for BPS because of an unfavorable claim experience. The insurer has apparently defended a large number of suits involving George M. Bishop and his two law partners

PLAINTIFF AND THIS COURT HAVE BEEN VICTIMS OF A
GIGANTIC HOAX PERPETRATED BY DEFENDANTS IN CONSPIRACY
WITH HOME AND/OR TPCIGA

TPCIGA and the law firm M&M have committed fraud on the Court, abuse of legal process, and subversion of this court in engaging in fraud and deceit and in tortiously interfering with a legal proceeding. Defendant BPS has produced an insurance policy (EXHIBIT A) that states on its face that the insured in addition to BPS are the three (3) professionals, the name partners of BPS. M&M and its client, TPCIGA, have committed perjury in court pleadings and affidavits to wit:

1. M&M and TPCIGA insisted the policy covered only BPS, not its individual shareholder/professionals and gained a summary judgment for BPS as an individual

defendant that, by law and by the policy, was not possible as Bowles pointed out in his objections to the pleadings issued by M&M.

2. M&M and TPCIGA falsely claim(ed) that the policy covers Bowles' lawsuit. In fact, it does not. The policy plainly states that coverage "**is limited to only those claims that are first made against the insured during the policy period**". The policy lapsed on February 6, 1994 and was not and could not be renewed or extended. This was more than 18 months prior to the August 1995 filing date of Bowles' lawsuit.

II

Fraudulent Affidavit

The responses by TPCIGA and M&M to Bowles' Rule 12 motion dwell on their singsong litany that, "Bowles does not know how insurance works". Bowles knows precisely how insurance works. That is how the fraud perpetrated by TPCIGA and Home Insurance in Liquidation was uncovered. It works like this: **First and fundamentally, there must be an insurance policy**, and second, there must be a claim made against that specific policy that the insurance company considers to be a covered claim and which it may then either pay or contest payment of at its discretion.

Home and TPCIGA have now produced a lapsed insurance policy that cannot be regarded as a policy covering Bowles' lawsuit. Also, in response to Bowles' first supplement to the Rule 12 motion, M&M produced an affidavit by TPCIGA's Amber A. Walker (attached as **EXHIBIT B**) testifying on personal knowledge that Home Insurance Company, prior to its insolvency, employed George M. Bishop to defend the policy from 1996 through August 2005. Ms. Walker is not qualified to swear to what Home Insurance did in 1996 concerning Bowles'

lawsuit. She is not qualified to swear that Bishop was employed by Home for ten years as its defense counsel, particularly in light of the fact that Bishop's law license was revoked in about 1999. Both TPCIGA and M&M have admitted in documents that the insurance company has never determined that Bowles' lawsuit was determined to be a covered claim. The most recent information supplied shows that it was not a covered claim because the purported applicable policy had lapsed 18 months prior to the date that Bowles filed his lawsuit and 30 months prior to the date that Bowles suffered damaging loss.

III

The TPCIGA "Story"

In an attempt to escape from the horns of a dilemma, TPCIGA and M&M filed in the Court on or about September 11 a pleading that purports to explain how the Home Insurance Company, purportedly given notice of an impending claim when Bowles filed his suit, reacted immediately. The incredible story line is that Home contracted with Bishop to permit him to represent the corporation on a pro se basis for himself and his fellow shareholders for ten years (even when he was incarcerated in prison and even after his bar card had been revoked) until the policy deductible was deemed satisfied, which, apparently, was in August 2005. It is alleged Bowles "claim" was assigned to TPCIGA when Home was declared insolvent in 2003, therefore TPCIGA was authorized to employ M&M to defend against Bowles "claim".

These alleged "facts" are brought before the Court by John C. Marshall and are supported by an affidavit by Amber A. Walker, senior claims attorney for TPCIGA. There are no supporting affidavits from persons with personal knowledge of the events alleged to have taken place in 1995 or 1996, who must be George M. Bishop and officials of Home Insurance. Thus,

the information provided does not constitute proof that Home assigned the policy (Exhibit A) to TPCIGA as a covered claim. Bowles alleges, based on a reading of the policy, that Home never assigned the policy (Exhibit A) to TPCIGA. (Bowles alleges that the only claim that could have been assigned was a casualty claim he made against Home in 2002 concerning on a policy covering a manager of property where he was a lessee.) This entire fiction concocted by TPCIGA and M&M is easily discredited as false and fraudulent.

IV

The Fatal Error - Rule 38, T R C P

The TCPIGA and M&M tall tale to prove the legitimacy of their intervention into Cause No. 1995-43235 falls flat in the face of Rule 38, T.R.C.P. The rule states in the pertinent beginning sentences

(a) When defendant may bring in third party.

At any time after commencement of the action a defending party, as a third-party plaintiff, may cause a citation and petition to be served upon a person not a party to the action who is or may be liable to him or to the plaintiff for all or part of the plaintiff's claim against him. The third-party plaintiff need not obtain leave to make the service if he files the third-party petition not later than thirty (30) days after he serves his original answer. Otherwise, he must obtain leave upon notice to all parties to the action. The person served, hereinafter called the third-party defendant, shall make his defenses to the third-party plaintiff's claim under the rules applicable to the defendant, and his counterclaims against the third-party plaintiff and cross-claims against other third-party defendants as provided in Rule 97. The third-party defendant may assert against the plaintiff any defenses that the third-party plaintiff has to the plaintiff's claim. The third-party defendant may also assert any claim against the plaintiff arising out of the transaction or occurrence that is the subject matter of the plaintiff's claim against the third-party plaintiff. The plaintiff may assert any claim against the third-party defendant arising out of the transaction or occurrence that is the subject matter of the plaintiff's claim against the third-party plaintiff, and the third-party defendant thereupon shall assert his defenses and his counterclaims and cross-claims. Any party may move to strike the third-party claim, or for its severance or separate trial. A third-party defendant may proceed under this rule against any person not a party to the action who is or who may be liable to him or to the third-party plaintiff for all or part of the claim made in the action against the third-party defendant.

There has been no pleading to the Court by TPCIGA or M&M or any defendant that Rule 38 was ever complied with in this case. This serves as proof that Home Insurance Company and its successors, Home Insurance Company in Liquidation and TPCIGA, ever were proper parties in Cause No. 1995-43235. There is nothing in the case record showing that any defendant ever caused a citation and petition to be served upon Home Insurance Company or request leave upon motion to all parties to do so. Likewise, the case record includes no citation and petition served by any defendant upon TPCIGA. There is no evidence in the form of a valid insurance contract between any defendant and Home Insurance Company that would authorize any defendant to bring in a third party.

By letter dated September 11, 2006, (attached as **EXHIBIT C**) TPCIGA's Amber A. Walker declares, "TPCIGA is not a party to this litigation and TPCIGA has not initiated litigation against M. Bowles". In the September 11th letter, TPCIGA admits (as it had previously) having retained M&M in 2005 to prosecute a defense against Bowles' lawsuit to protect against a possible claim against an alleged Home Insurance policy. TPCIGA apparently claims that this act did not make TPCIGA a third-party defendant in the case and that Rule 38 does not apply. Without third-party status, TPCIGA was not authorized to retain M&M to defend an alleged liability policy.

The only conclusions to be gained in this scenario are: (1) although there was no valid insurance policy in force or a covered claim; (2) and although TPCIGA was not brought into Cause No. 1995-43235 as a third-party defendant by a Rule 38 motion; (3) and although TPCIGA admits it is not a party to the litigation; (4) TPCIGA has nevertheless funded the ongoing, year-long litigation by M&M as a free gift to defendants George M. Bishop, et al;

Therefore, (5) M&M had no authority to litigate in this case as BPS's legal representative given that M&M's client, TPCIGA, has no standing as a party in the case.

V

Conclusions

1. At no time were Home Insurance Company or TPCIGA proper parties in Cause No. 1995-43235 brought into the litigation pursuant to Rule 38, T R C P. and thereby authorized to prosecute through counsel a defense against Bowles' malpractice action. TPCIGA admits it is not now and was never a party in Cause No. 1995-43235.
2. The burden of bringing Home Insurance Company and TPCIGA as third-party defendants in Cause No. 1995-43235 per Rule 38. rested upon an official of BPS, assuming that a malpractice insurance policy covering BPS was in effect.
3. The fact that no official of BPS ever invoked Rule 38 to bring in Home Insurance Company and TPCIGA as third-party defendants is prima facie proof that there was (and is) no insurance contract or policy to cover liability of any of the defendants in Cause No. 1995-43235.
4. The insurance policy produced by M&M after the September 18, 2006 hearing is a lapsed policy that M&M and TPCIGA have not proved by competent sworn testimony was regarded by Home Insurance Company or by Home Insurance Company in Liquidation to be in effect to cover Bowles' lawsuit against defendants in this litigation filed on August 23, 1995.
5. M&M and TPCIGA have not proved by competent sworn testimony or an employment contract that Home Insurance Company employed Bishop to represent Home until the

deductible was satisfied, from 1996 until August 2005. Bishop's loss of his license to practice law in about 1999 shows this assertion by TPCIGA as facially false.

6. M&M entered into Cause No. 1995-43235 in August 2005 declaring that the firm was representing BPS solely, without disclosing that its client was TPCIGA.
7. TPCIGA was required to be brought in as a third-party defendant pursuant to Rule 38, T.R.C.P. if it was authorized by Home to defend the policy.
8. M&M cannot be deemed to authorized to serve as counsel for TPCIGA if, as TPCIGA admits, TPCIGA has not been joined as a third-party defendant in the case through the procedure provided for in Rule 38, T R C P.
9. The entry of TPCIGA into Cause No. 1995-43235 in August 2005 by and through M&M as its counsel without following Rule 38 procedure deprived Bowles of his right to notice and his valuable right to challenge TPCIGA's standing to become a third-party defendant at that time. Such a challenge would have required TPCIGA to show its authority through production of a valid insurance contract. It has not produced, and cannot produce, a valid insurance contract that covers Bowles' lawsuit.
10. M&M has not proved and cannot prove authorization to enter into Cause No. 1995-43235 as counsel for BPS because the firm's client, TPCIGA, was never qualified under Rule 38 to enter the case as a third-party defendant.
11. Pursuant to Rule 12, T.R.C.P., this Court must refuse to permit Home Insurance Company in Liquidation or TPCIGA or M&M to appear further in Cause No. 1995-43235 and must strike all pleadings entered by M&M into Cause No. 1995-43235 on and after August 23, 2005.

12. The Court, per Rule 329b (e) , T.R.C.P, has plenary power that expires on September 29, 2006 to vacate its two judgments issued on August 30, 2006. (1) the order granting summary judgment against Bowles issued June 27, 2006 and (2) the order dated August 30, 2006 granting the BPS motion to sever the corporation from the case. Given that M&M has totally failed to meet its burden of showing sufficient authority to litigate defensively in Cause No. 1995-43235, the orders should be vacated by September 29th in order to avoid the need for Bowles to incur the expense and time required to seek revocation by bill of review or by appeal.

13. The policy (EXHIBIT A) constitutes prima facie evidence of perjury, , conspiracy, fraud and deceit, abuse of process and subversion of this court for the express purpose of obtaining a fraudulent summary judgment of dismissal of Bowles action against BPS as well as the other defendants. The conduct of intermeddlers Home Insurance Company in Liquidation, TPCIGA and M&M may rise to the level of violations of one or more provisions of the Texas Criminal Code.

14. M&M has not produced one shred of evidence authorizing the firm to litigate a defense in this case. To the contrary, the firm's own filings (most notably Exhibit A) overwhelmingly prove authorization never existed and that the firm, conspiring with others, perpetrated a gigantic hoax and fraud on the court.

VI

Request for Relief

Bowles request this Court recognize that the above showing of non-compliance with Rule 38 by any defendant disposes of any and all arguments that M&M was authorized to litigate in the case to defend BPS or any other party. Coupled with the fact that TPCIGA and M&M have

not produced a valid insurance policy shown by competent testimony to be applicable to cover liability in Bowles' lawsuit, there is total lack of authority by M&M to litigate herein.

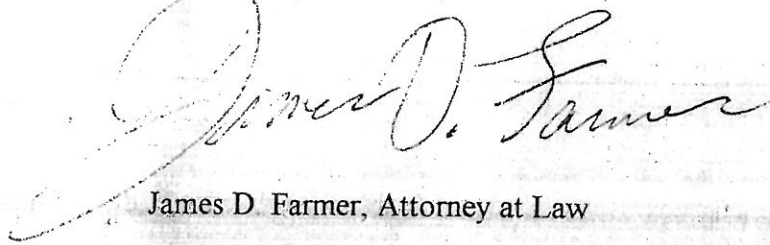
Above considered in conjunction with Bowles' previous pleadings and affidavit supporting the Rule 12 motion, Bowles requests grant of the motion. Pursuant to the provisions of Rule 12, Bowles requests the Court strike all pleadings entered by M&M into Cause No. 1995-43235 on and after August 23, 2005. Bowles further requests the Court vacate by September 29, 2006 its two orders issued on August 30, 2006 that were rendered in response to motions made by M&M and stricken by grant of Bowles' Rule 12 motion.

Bowles further requests the Court take judicial notice of the unrelenting abuse to which he has been subjected over a 16-year period in the underlying case, and for over 11 years in the instant case. Plaintiff has been ostracized from the Texas court system by the tactics employed by co-conspirators Bishop, Cook and Reynolds in the underlying case (Cause No. 1991-25939), which tactics are now employed in the instant case. Appeals to the appellate courts and to the State Bar and Commission on Judicial Conduct have been uniformly fruitless as a means of relief against judicial tyranny that has featured permanent injunctions imposed against Bowles without notice or trial and summary judgments in the face of irrefutable facts precluding summary judgments and requiring trial on the merits.

Bowles demands justice in this case in accordance with constitutional principles. Lacking same, Bowles anticipates relief shall be sought through removal of this action to the Western District of Texas in a federal suit against Home Insurance in Liquidation and TPCIGA, based on diversity and complaining of conspiracy and fraud in interstate commerce.

Bowles requests all other and further relief to which he may be deemed to be entitled.

Respectfully submitted,



James D. Farmer, Attorney at Law

SBN 06822500

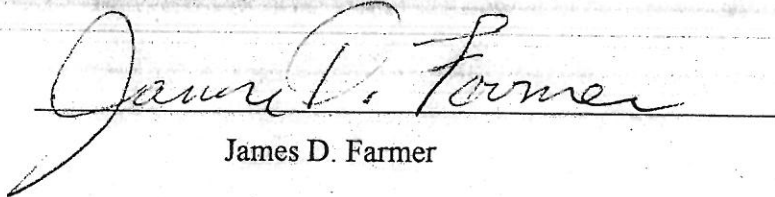
P. O. Box 19798, Houston, Texas 77224

Tel 713-777-6705 Fax 713-466-5491

Attach. Exhibits A, B and C

CERTIFICATE OF SERVICE

I certify that on this **26th day of September, 2006**, a true and correct copy of the foregoing was sent by U.S. certified mail or was hand delivered with receipt acknowledged to Mr. D. Ryan Nayar, Marshall & McCracken, P.C., 1990 Post Oak Boulevard, Suite 2400, Houston, Texas 77056, and to Defendant George Bishop at his home address 6922 Alderney Drive, Houston, Texas 77055; to David E. Sharp, 1300 Post Oak, Ste. 1900, Houston, Texas 77056. Copies were also provided by mail to Mr. Thomas Kober, Home Insurance Company in Liquidation, 59 Maiden Lane, New York, New York 10038, and to Mr. Marvin Kelly, Executive Director, TPCIGA, 9120 Burnet Road, Austin, Texas 78758.



James D. Farmer

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AUTHY

NO. 1995-43235

HARRY BOWLES	§	IN THE DISTRICT COURT
V.	§	HARRIS COUNTY, TEXAS
GEORGE M. BISHOP, CHARLES K. PETERSON, AND DAVID E. SHARP, ET AL	§	151st JUDICIAL DISTRICT

CHARLES BACARISSE
District Clerk

SEP 27 2006

Harris County, Texas
Deputy

ORDER

Came on to be heard the Motion to Show Authority of Opposing Counsel filed by Plaintiff Harry L. Bowles pursuant to Rule 12, T.R.C.P. Upon consideration of the motion and Defendant's response, the Court finds that opposing counsel has adequately shown authority to represent Bishop, Peterson & Sharp, P.C. and, therefore, Plaintiff's Motion must be denied.

Accordingly, the Court orders that Plaintiff's Motion to Show Authority is DENIED.

SIGNED this 27th day of September, 2006.

Caroline Baker
CAROLINE E. BAKER,
JUDGE PRESIDING

EXHIBIT T

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

STATE OF TEXAS

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AFFIDAVIT

COUNTY OF HARRIS

VERIFIED COMPLAINT OF CRIMINAL CONDUCT

1. I am Harry L. Bowles, a citizen of Harris County, Texas. I am over the age of eighteen years and of sound mind. I am fully qualified to swear under oath as follows:
2. "I affixed my signature to this Affidavit of Criminal Conduct and to the accompanying 25-page complaint to the Fraud Unit of the Texas Insurance Department with its supporting documents. I hereby attest that all statements herein are within my personal knowledge and are in all things true and correct, and that the petition is supported by true and correct copies of original documents in my files and in documents in the records of courts in Texas and New Hampshire.
3. The referenced complaint was first brought to the Fraud Unit's attention in December 2006. I have supplemented the information many times since then.
4. **This is a continuation of complaint of criminal conduct by persons engaged in the "business of insurance" in Texas in violation of several sections of the Texas Penal Code.** My complaint is against the Texas Property and Casualty Insurance Guaranty Association ("TPCIGA"). In August 2006 TPCIGA intervened in my legal malpractice case in the Texas 151st District Court in Houston by employing defense counsel for the defendants, falsely claiming a duty to defend a professional malpractice insurance policy known to be inapplicable to provide coverage for the lawsuit.
5. I charge that TPCIGA's intervention constitutes INSURANCE FRAUD and was in violation of the following sections of the Texas Penal Code:
 - § Criminal Conspiracy
 - § 32.33 Felony Hindering Secured Creditors (Signatory of security agreement, with intent to harm, hindering enforcement of property interest or lien).

- § 32.46 Securing Execution of Document by Deception (Causing, by deception with intent to harm or defraud, another to sign or execute a document affecting pecuniary interest of any person).
- § 36.03 Coercion of Public Servant (Influence or attempt to influence public servant in performance of his official power or legal duty).
- § 37.02 Perjury
- § 37.03 Aggravated Perjury
- § 37.09 Tampering With or Fabricating Physical Evidence (presenting knowingly false document with intent to affect the course or outcome of official proceeding).
- § Barratry (knowingly instituting a suit or claim without authorization with intent to obtain an economic benefit).

6. In addition to the penal code violations, I charge that TPCIGA also violated sections of Chapter 541 of Subtitle C of the Texas Insurance Code titled Unfair Methods of Competition and Unfair or Deceptive Acts or Practices, specifically Section 541.061 of Subchapter B titled *Misrepresentation of Insurance Policy*. This constitutes **INSURANCE FRAUD**.

7. The insurance policy in dispute is a cancelled and void policy No.LPL-F871578 issued by Home Insurance Company to the law firm Bishop, Peterson & Sharp, P.C. in January 1993. It was a one-year policy that expired effective February 6, 1994. In my original complaint to the Fraud unit in December 2006 (three years ago) I charged fraud in that “TPCIGA employed legal counsel to sue me in defense of a non-existing claim against a non-existing insurance contract”.

8 My charge is true today. Without Fraud Unit help, it has taken me three years to obtain proof of the allegation - proof that the Fraud Unit could have obtained very quickly had it investigated my claim.

9. Unable to overcome a stone wall of opposition in Texas courts, I was able to obtain a forum in the Superior Court of Merrimack County, New Hampshire to develop the facts. This was through suits against TPCIGA and Home Insurance Company in Liquidation (“HICIL”) in a federal court and my subsequent filing of a Proof of Claim with the Home Liquidator in New Hampshire. Through discovery in an evidentiary hearing procedure under the New Hampshire Insurance Code, I was finally rewarded with the documentary proof that TPCIGA knowingly presented a false document to the court in Texas to influence and determine the outcome of an official proceeding in which I was the plaintiff. The act is a felony under the Texas Penal Code.

10. In July 2009 I received from the Liquidator's counsel in Boston many documents in response to my discovery requests. The principal ones of interest were copies of correspondence between Home Insurance Company and George M. Bishop dated December 29, 1993, January 10, 1994, January 17, 1994, and March 23, 1994. All correspondence was addressed to Home by Bishop as a sole proprietor doing business as George M. Bishop & Associates, an entity not registered with the Texas Secretary of State as required under the Texas Professional Association Act, in other words a complete fiction and fraud. Prior to 2009 I knew nothing about the communications between Bishop and Home in December 1993 and January 1994. Bishop attempted to obtain insurance coverage of a malpractice suit he assumed I would file against him at some future date. Bishop knew the BPS policy would not apply. Bishop knew I had made no complaint of malpractice against BPS, the only insured business entity. He resorted to **INSURANCE FRAUD** as a solution to his not having malpractice insurance coverage for his private law practice.

11. One critical "smoking gun" of importance among the documents supplied in response to my discovery requests is the Liquidator's July 2009 response to my request for a copy of the contract whereby TPCIGA retained defense counsel to intervene in Cause No. 1995-43235 **pursuant to the authority from the Liquidator to do so**. In refusing to produce a copy of the contract, the Liquidator asserted that, "no such authority was required, requested or given as TPCIGA operates pursuant to its own statutory authority". Clearly, the Liquidator openly repudiated the Order of Liquidation regarding his (the Liquidator's) responsibilities under the Order, in order to aid and abet an interstate criminal conspiracy between officials of TPCIGA and HICIL.

12. Instead, it was the Liquidator's position that TPCIGA had the right to administer a knowingly void Home Policy No. LPL-F871578 at TPCIGA's discretion after the Order of Liquidation was issued on June 13, 2003. This is in violation of the Texas Insurance Guaranty Act, which states that TPCIGA cannot stand in the place of an insurance company for any purpose. Therefore, I charge that the Liquidator's disclaimer operates to make TPCIGA solely responsible for its act to administer the policy in violation of the Order of Liquidation by: (a) its employment of counsel to defend a cancelled and void policy against which the agency knew no claims had ever been timely made, and (b) its employment of counsel to defend a cancelled and void Home policy when the agency knew

that its doing so was in violation of the Order of Liquidation and a felony crime. This is prima facie evidence of a planned conspiracy between TPCIGA, HICIL and BISHOP.

13. I was never aware that there was any insurance company involvement in my August 1995 lawsuit against Bishop, Peterson & Sharp, P.C. ("BPS") and against George M. Bishop & Associates. George Bishop at all times refused to produce an insurance contract in response to my numerous discovery requests in the 151st District Court in Texas. Likewise, TPCIGA and its counsel refused to produce the alleged policy after TPCIGA's intervention in August 2005. Neither could produce an insurance policy that was legitimate, current, and in force.

14. It was only in September 2006 that TPCIGA produced a policy alleged to be applicable. TPCIGA was forced to do so by my filing of a Rule 12, T.R.C.P. Motion to Show Authority. The policy was the cancelled and void No. LPL-F871578-1 issued to BPS by The Home Insurance Company in January 1993. The Company issued a notice of cancellation of this policy for cause in December 1993, with cancellation effective February 6, 1994.

15. After September 2006, it took me three years to prove: (a) that Home never committed itself to coverage of my August 1995 lawsuit under the cancelled and void Policy No. LPL-F871578, and that the policy was, in fact, inapplicable to provide coverage as it had been cancelled by Home long before my filing suit; (b) that TPCIGA's intervention in August 2005 was **INSURANCE FRAUD** committed knowingly in violation of the New Hampshire Superior Court's June 13, 2003 Order of Liquidation and of the express provisions in the Home policy; and (c) with knowledge that BPS, the sole insured party under the policy, had ceased to exist before September 1993. Items a, b, c, are prima facie evidence of **INSURANCE FRAUD**.

16. **The December 29, 1993 letter to Home from Bishop is a "smoking gun" that proves that TPCIGA was aware (when it employed counsel in August 2005 to intermeddle in my lawsuit) that cancelled and void Policy No. LPL-F871578 could not apply to cover my lawsuit due to its Exclusions Clause.** In the letter Bishop admits that BPS ceased to exist before September 15, 1993 and that he, dba George M. Bishop & Associates, had thereafter taken over the case. Thus, my malpractice suit was applicable only to the uninsured George M. Bishop. *The Exclusion Clause specifically excludes coverage* of claims against parties not named in the Declarations and also excludes claims based on professional services performed independently by parties or associations not named in the Declarations to which the parties have a pecuniary or beneficial interest. Providing coverage to a party not insured by the policy is prima facie

that its doing so was in violation of the Order of Liquidation and a felony crime. This is prima facie evidence of a planned conspiracy between TPCIGA, HICIL and BISHOP.

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evidence of INSURANCE FRAUD and convincing evidence of a an INTERSTATE CRIMINAL CONSPIRACY between TPCIGA and HICIL.

17. TPCIGA's statement that my lawsuit constituted a "potential covered claim" against the cancelled and void policy is absolutely false and fraudulent. TPCIGA: (a) had no authority to make such an illegal determination, and (b) knowingly made that determination knowing that the policy had been cancelled. Even if it had been a legitimate policy, coverage was provided in open violation of the express provisions of the Exclusions Clause of the policy. This constitutes *Insurance fraud engaged in by officials of TPCIGA.*

18. Further, TPCIGA was aware when it intervened in my lawsuit in August 2005 that the Order of Liquidation dated June 13, 2003 applied TO PROHIBIT ANYONE from proceeding with any actions against Home Insurance. The Order specifically cancelled all Home policies then in effect and required that any ongoing proceedings anywhere be abated pending the Liquidator's determination that he wished to proceed *and obtained leave of court to do so.* This is Prima facie evidence of CONSPIRACY and INSURANCE FRAUD between the parties.

19. It is an indisputable fact that my lawsuit against George M. Bishop (dba George Bishop & Associates) was not an action against Home Insurance. This is proven by the refusal of TPCIGA and Home to be named as third-party defendants in my lawsuit after August 2005. **There was no ongoing action between me and Home Insurance on June 13, 2003 that TPCIGA could intervene in; another blatant act of INSURANCE FRAUD.**

20. Prior to its intervention in my lawsuit, TCPIGA officials knew from a review of the case file that Bishop had committed heinous, unconscionable acts of professional malfeasance, including orchestration of and participation in a receivership proceeding that from its very inception was in violation of the Texas Receivership Statute in the Texas Civil Practices and Remedies Code. TPCIGA knew that these acts negated and nullified the Home policy under its Fraud Clause; another instance of TPCIGA knowingly committing INSURANCE FRAUD.

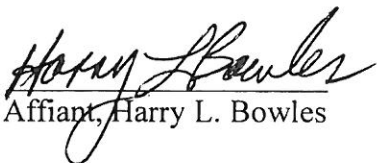
21. I charge that TPCIGA officials committed a felony crime on September 19, 2006 in knowingly filing a cancelled and void Home Insurance Company policy in the 151st Court in Texas in September 2009 for the purpose of securing a judgment from the Court authorizing its employment of defense counsel to intermeddle in Cause No. 1995-43235 in August 2005. This is uncontestable evidence of INSURANCE FRAUD.

22. I charge TPCIGA officials with perjury and aggravated perjury in submitting knowingly false testimony and fraudulent sworn affidavits by Amber Walker and Ronald Barta regarding the activities of TPCIGA and HICIL regarding my malpractice lawsuit against BPS et al that I filed in August 1995. Perjury committed in a legal proceeding is codified under the Texas Penal code as a criminal offense. Aggravated Perjury escalates the criminal charge under the Texas Penal Code. This is indisputable Prima facie proof of **INSURANCE FRAUD.**

23. I charge TPCIGA officials with criminal conduct in knowingly securing the execution of a document under false pretenses. This is Prima facie evidence of **INSURANCE FRAUD.**

24. I charge that TPCIGA officials acted knowingly and in criminal conspiracy with others to obtain dismissal of my legal malpractice lawsuit in Texas for the purpose of protecting George M. Bishop from engaging in a trial on the merits as well as illegally laundering several million dollars in misapplied funds in the underlying litigation involving a fraudulent receivership proceeding, a first degree felony.”

“FURTHER AFFIANT SAITH NAUGHT.”

Attested to this 20th day of January, 2011, under penalty of perjury 
Affiant, Harry L. Bowles

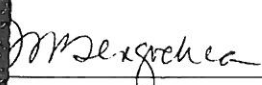
ACKNOWLEDGMENT

Before me, the undersigned authority, on this day personally appeared Harry L. Bowles, known to me to be the person whose name is subscribed to the foregoing instrument and to the accompanying supporting document and acknowledged to me that he executed the same for the purpose therein expressed.

Given under my hand and seal on this 20th day of January, A.D. 2011.



seal



Notary Public – State of Texas