

**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 7-14-09 SUPPLEMENT TO
RESPONSE TO ORDER REGARDING DISCOVERY AND MOTION THAT THE
REFEREE'S LITIGATION SCHEDULE IN THE 6-15-09 ORDER BE ABORTED
TO PERMIT FURTHER DISCOVERY AND LITIGATORY PROCEEDINGS**

Comes Claimant Harry L. Bowles ("Bowles") in response to the Liquidator's July 14, 2009 Supplemental Response to Discovery Order and to motion the Court for an order that, in the interest of justice, the Referee's litigation schedule in the 6-15-09 Order be aborted to permit further discovery and litigatory proceedings.

I

Incorporations Of Pleadings

1. Bowles hereby incorporates into this pleading those two pleadings filed in the Houston 151st District Court in Cause No. 1995-43235, one on July 13, 2009 and the other on July 31, 2009 in response to the answer of Insured Defendant David E. Sharp. The Liquidator and TPCIGA are named Intervenors in that action, and all matters therein are germane to the ongoing litigation of the subject claim in this Court.

II
History

2. This claim was initiated as a result of a sworn affidavit by HICIL's Ronald Barta and by TPCIGA's Amber Walker stating that The Home Insurance Company undertook to provide a defense to Policy No. LPL-F871578 for the insureds when Bowles filed his lawsuit against Bishop, et al in August 1995 (Cause No. 1995-43235 in the 151st District Court in Houston). Barta and Walker asserted that Bowles had made claims against Bishop's professional conduct in his representation of Bowles in the underlying lawsuit, Cause No. 1991-25939; that Bishop notified Home prior to the cancellation of the policy on February 6, 1994 and pursuant to the Discovery Clause of the policy; and that this was all that was required to "potentially" invoke coverage under the policy.

3. Never at any time prior to **August 2005** did any law firm make an appearance to answer or to represent any of the insureds in defense of a Home insurance contract. It is a fact that at all times prior to **October 2006** Home and TPCIGA and the insured parties refused to acknowledge the existence of and produce to Bowles a copy of Policy No. LPL-F871578. When produced, the reason became apparent – the policy had been cancelled effective February 6, 1994 without extension of benefits privileges.

4. Home official Barta stated that the Bishop claim file was forwarded to TPCIGA after the Order of Liquidation dated June 13, 2003, **and that, thereafter, Home had no further direct involvement in Bowles' lawsuit against the insureds.**

5. In August 2005, TPCIGA intervened in Cause No. 1995-43235 by employing a Houston defense firm, Marshall & McCracken ("M&M"), to defend defendant party Bishop, Peterson & Sharp, P.C. solely. None of the real parties in interest, the firm's

three shareholders, were defended. Bowles' litigated in opposition to M&M with pleadings including discovery.

6. Bowles interrogatories to BPS in 2005 resulted in multiple responses as follows:

“As of October 25, 1993, Bishop, Peterson & Sharp, P.C. no longer represented Bowles in Cause No. 1991-25939.”

7. When Bowles objected to the fact that the responses to the interrogatories were not signed under oath by its president Bishop per Rule 197.2 (d), T.R.C.P., M&M produced a document signed under oath by Bishop, swearing to the truth of the answers.

8. The documents generated in 2006 in Cause No. 1995-43235 showing that Bishop and BPS had ceased representation of Bowles by November 1, 1993 are attached as **EXHIBIT A.**

9 On December 29, 1993, George M. Bishop, under letterhead of George M. Bishop & Associates, sent a letter Home Insurance Company in Jersey City, New Jersey stating that he had been representing BPS since **BPS had been dissolved in the summer of 1993.** The letter stated that Bowles was a client of BPS and that he was representing the firm, even though he was a principal shareholder of BPS and its president. (See Exhibit L-2 in Liquidator's first response to Discovery Order).

10. Bowles was not informed that BPS had been dissolved and that he no longer had legal representation as of some date in the summer of 1993 as contemplated by the contingency fee employment contract of November 6, 1992. Nevertheless, Bishop continued the charade that Bowles was receiving legal services from BPS even after dissolution of the firm.

11. Bishop claimed BPS was due a contingency fee of 40 percent of sale proceeds under a Settlement Agreement dated October 25, 1993 even though the firm no longer represented Bowles on the date of the Agreement.

12. Bowles had no contract for legal representation by George M. Bishop & Associates and was not requested to consent to, and did not consent to, an amended employment contract involving George M. Bishop & Associates.

III

Policy No. LPL-F871578 Was Automatically Voided By
Bishop's Duplicity, Fraud And Deceit In 1993 and 1994

13. Policy No. LPL-F871578 was automatically voided for violation of its provisions by BPS and by Bishop, specifically the following:

- Section A (II) of the policy which reads as follows:

Firm Changes: Any material change among the partners or stockholders of the Named Insured during the policy period should be reported to the Company immediately, and the Company given the right to decline to continue coverage or to charge an additional premium therefor.

- Section C – Exclusions wherein it is stated as follows:

I. This policy does not apply:

(a) to any judgment or final adjudication based upon or arising out of any dishonest, deliberately fraudulent, criminal, maliciously or deliberately wrongful acts or omissions committed by the Insured;

(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 in connection 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;

(e) to any claims arising out of notarized certification or acknowledgment of a signature without the physical appearance before such notary public as Insured hereunder of the person who is or claims to be the person signing said instrument.

- Section F – Claims

V. False and Fraudulent Claims: If any Insured shall commit fraud in proffering any claim as regards amount or otherwise, this insurance shall become void as to such Insured from the date such fraudulent claim is proffered.

14. The Declarations Page of Policy No. LPL-F871578-1 lists the Insured as Bishop, Peterson & Sharp, P.C., 3000 Smith Street, Houston, Texas 77006 and the number of professionals covered as 3 (three).

15. As to Section A (II) of the policy, it is unknown whether or not notification of the alleged dissolution of BPS was given to Home in the summer of 1993, and whether or not the Company exercised a right to continue coverage. Bishop and BPS, as well as the Liquidator, aka Ronald Barta, and TPCIGA, at all times prior to October 2006 refused to disclose to Bowles the existence of any insurance coverage for Bowles' lawsuit.

16. As to Section C (I) (a), it must be assumed that Home gave notice of cancellation of the policy on December 3, 1993 under this provision, knowing that any further claims made prior to the cancellation of the policy (effective February 6, 1994) would probably involve judgments arising out of dishonest, deliberately fraudulent, criminal, maliciously or deliberately wrongful acts or omissions committed by the Insured.

17. It is certain that Home became aware of judgments arising out of dishonest, deliberately fraudulent, criminal, maliciously or deliberately wrongful acts or omissions committed by Bishop after Bowles filed his July 8, 1994 Notice of DTPA Violations and his August 1995 professional misconduct lawsuit in 1995. The fact that the Liquidator,

by and through TPCIGA, nevertheless acted to proceed with an intervention to defend the policy is clear evidence of deliberate disregard of the terms of the insurance contract by the Liquidator and TPCIGA.

17. As to Section C (I) (b), policy coverage is excluded for Bowles' lawsuit because the claims against the policy were made by the firm George M. Bishop & Associates in his December 19, 1993 and the January 17, 1994 letters (Exhibits L-2 and L-42) to Home. Apparently, Home made a commitment for coverage to Bishop by letter dated January 10, 1994 in which Home assigned a claim number 085 - 600764 – 173 to be used if Bowles ever filed a lawsuit against BPS or its shareholders. Bishop and BPS, as well as the Liquidator, aka Ronald Barta, and TPCIGA, at all times refused to disclose to Bowles that a pre-claim coverage commitment had been issued to Bishop.

18. As to Section C (I) (e), policy coverage could not be extended to Bowles' lawsuit because, in his request made in June 2006 for summary judgment applicable to both Bishop personally and to the law firm George M. Bishop & Associates, Bishop did not personally appear, but his signature was affixed to the motion by a member of the M&M law firm. His signature under oath was required because Bowles' Opposition to Bishop's Motion for Summary Judgment was verified before a notary public. It is the Referee's duty to take judicial notice of this critical matter and to regard the Texas court's grant of Bishop's motion for summary judgment to have been obtained illegally by subornation.

19. As to Section F – Fraudulent Claims, Bowles has produced irrefutable and unrefuted evidence that Bishop and BPS knowingly and deliberately, by lies and failure to disclose, made misrepresentations to Home Insurance that violated the insurance contract. Bowles has also shown that the Liquidator and TPCIGA were aware of Bishop's

fraudulent conduct and the fraudulent claim at the time a defense of the policy was initiated in August 2005.

IV

The Missing Proof of Claim (POC)

20. A matter of great interest in the November 15, 2007 affidavit by HICIL's Ronald F. Barta is the following final statement in the document: **"Bowles has never filed a Proof of Claim with respect to the Professional Liability Policy and the Insured Law Firm, although that is the only remedy available under the Order of Liquidation."**

21. The very same principle is operable as to BPS, to Bishop, to Peterson and to Sharp regarding their liability insurance coverage of Bowles lawsuit after the June 13, 2003 date of the Order of Liquidation.

22. The claim number 085 - 600764 – 173 was assigned by Home in January 1994 as a claim that was allegedly used by Home to defend the policy after Bowles filed his professional misconduct suit in August 1995.

23. However, all activity with respect to that claim, if any, was abated by the Order of Liquidation on June 13, 2003. Thereafter, the remedy of extension of benefits under the policy sought by the Insureds could only become available through their filing of a Proof of Claim with the Liquidator. **Claim Number 085 – 600764 was never a POC.** That claim and all activity regarding it were extinguished on June 13, 2003.

24. **Presumably, none of the Insureds in Policy No. LPL-F871578 ever filed a POC with the Liquidator regarding coverage of Bowles' lawsuit after June 13, 2003. Therefore, there was no legal authority under New Hampshire law or under Texas law for an intervention to defend the policy after June 13, 2003.**

25. This was the basis for Bowles' Rule 12, T.R.C.P. motion in 2006 that the Texas court refused to hear. It was the basis for Bowles' two suits in the Austin federal court that the defendants successfully defended by federal Rule 12 motions. It is the basis for this litigation in the New Hampshire Superior Court.

26. If a POC was filed, that is public information and must be disclosed to Bowles. If the Liquidator cannot provide a POC by an insured under Policy No. LPL-F871578, then this litigation is over, and this Referee must rule that the intervention in the Texas litigation did not meet even the most basic and fundamental requirement for intervention to defend the policy.

V

The Liquidator's Contradictory Doubletalk

27. Bowles has in his July 31, 2009 pleading railed against the Liquidator's statement that no authority from the Liquidator was necessary to allow TPCIGA to retain defense counsel to defend the policy in August 2005.

28. Bowles would show the Referee and this Court that in the filings in the federal court by HICIL, the chief argument leading to dismissal of the action against HICIL, aka the Liquidator, was the following:

Both New Hampshire and Texas have adopted statutory schemes that serve the same interest in judicial economy unique to liquidations by joining all of the insolvent carrier's claimants in a single receivership, ensuring equal treatment of all insureds, claimants and creditors. (Cites omitted). Because the Order of Liquidation issued by the New Hampshire court is in harmony with both states' regulatory scheme, the Order of Liquidation should be enforced as a matter of comity and full faith and credit . . .

29. Bowles reiterates his charge that the Liquidator's statement that TPCIGA operated "pursuant to its own statutory authority" is ludicrous and outrageous and fraudulent *per se*. The Referee must regard this as a pleading made in bad faith.

VI

Conclusions

30. Above considered, it is now evident that the landscape for this litigation in the New Hampshire Superior Court has been totally altered by (a) the revelations brought out in discovery to date, though mystery remains, and (b) the filing for summary judgment by Insured David E Sharp in the Texas court.

31. In the Referee's June 15, 2009 Order, the Referee decided that Bowles need not file a new and separate Proof of Claim regarding the issue of whether or not the Liquidator improperly provided a defense to BPS. The Referee decided the claim can be addressed by the Referee along with the disallowance of Bowles' claim under the Home policy. She requested Bowles file a brief by August 14, 2009 addressing three issues: including whether the disallowance of Bowles' claim was proper, whether Bowles is entitled to recovery for Home improperly providing defense counsel, and whether *res judicata* bars all claims by Bowles.

31. Bowles has now impleaded the Liquidator and TPCIGA as intervenors in Cause No. 1995-43235 in Texas.

32. With the numerous new developments in this case, Bowles cannot possibly complete the brief that the Referee has requested in the time allotted. Further, Bowles now believes that a new Proof of Claim will be necessary on the issue of the wrongful

defense of the policy, and that this matter may be a subject to be litigated in a Texas venue, either in a state or federal court.

33. Due to the complexity of the situation and the intertwining of the litigation in Texas and in New Hampshire, it is in the interest of justice that the Referee abort the schedule in the June 15, 2009 Order pending further discovery and negotiation.

34. With respect to discovery, it is essential that the Liquidator furnish a Proof of Claim submitted by an Insured after June 13, 2003. Further, Bowles requires a copy of the January 10, 1994 letter from Home to Bishop that evidently contained a commitment by Home for coverage of a prospective professional misconduct lawsuit by Bowles against the Insureds.

35. Bowles believes all matters that the Referee requests she be briefed about have been covered by Bowles' July 13th and July 31st filings and this filing. These consist of some 55 pages plus numerous attached exhibits. Neither the Liquidator nor TCPIGA have responded to those filings.

36. This case in the Superior Court is not ready for briefing. It may be ready for settlement based on the facts developed and yet to be developed.

VII

Request For Relief

37. Bowles requests the Referee's Order of June 13, 2009 be aborted pending further discovery and litigatory proceedings in New Hampshire and/or in Texas.

38. Bowles requests the Referee order the Liquidator to reveal to Bowles any and all POC's submitted to the Liquidator by any Insureds after June 13, 2003 and before August 1, 2005.

39. Bowles requests the Referee order the Liquidator to disclose the contents of the January 10, 1994 letter from Home to Bishop in response to Bishop's December 29, 1993 letter to Home.

40. Bowles requests all other and further relief to which the Referee may deem him justly entitled.

Respectfully submitted,

Harry L. Bowles

Attorney Pro Se and of Record

302 Big Hollow Lane

Houston, TX 77042

Tel 713-983 6779 Fax 713-983-6722

Attachments and Proposed Order

CERTIFICATE OF SERVICE

Harry L. Bowles, certify that on this EIGHTH DAY OF AUGUST, 2009 a true and correct copy of the foregoing was sent by priority mail or by regular mail to Maryalyce Cox, MehaffyWeber P.C., One Allen Center, 500 Dallas Street, Suite 1200,, Houston, Texas 77002; to George M. Bishop, 6922 Alderney Drive, Houston, Texas 77055; 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; and to Daniel Jordan, Law Office of Daniel Jordan, 4807 Spicewood Springs Road, Building One, Suite 1220, Austin, Texas 78759. Copies of all documents were also transmitted 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 HOME INSURANCE COMPANY**

DISPUTED CLAIMS DOCKET

In Re Liquidator Number: 2008-HICIL-41
Proof Of Claim Number: CLMN712396-01
Claimant: Harry L. Bowles

Order

On this day the Referee in the subject case considered the motion by Claimant Harry L. Bowles for an order that, in the interest of justice, the Referee's litigation schedule set out in the Referee's Order dated June 15, 2009 be aborted to permit further discovery and litigatory proceedings.

The Referee finds that the motion is reasonable and just, and the motion is therefore GRANTED. The June 15, 2009 Order is hereby vacated.

The Referee orders that the Liquidator supply to Claimant Bowles by August 20, 2009 a copy of any Proofs of Claim submitted to the Liquidator by any of the Insureds in Policy No. LPL-F871578 after June 13, 2003 and before August 1, 2005

The Referee orders that the Liquidator disclose to Claimant Bowles by August 20, 2009 the contents of the January 10, 1994 letter from Home to Bishop in response to Bishop's December 29, 1993 letter to Home.

Signed on this _____ Day of August, 2009

Referee

FILE B-56

MARSHALL & McCRACKEN, P.C.

ATTORNEYS AT LAW

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 (MEDICAL CONSULTANTS)
 ALVIN JAFFEE, M.D., F.A.A.P.
 MARZICH J. THURBER, M.D.

January 12, 2006

Via CM/RRR and

Via Facsimile - (713) 270-7128

James D. Farmer
 Attorney at Law
 7330 Torquay Lane
 Houston, Texas 77074

Re: No. 1995-43235; *Harry L. Bowles v. 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.*; in the 151st Judicial District Court, Harris County, Texas

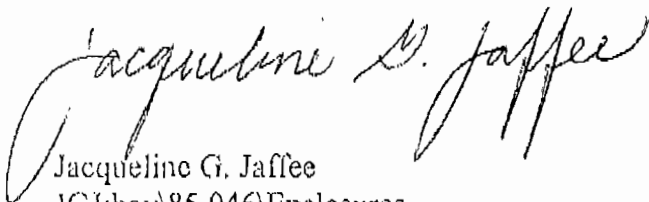
Dear Mr. Farmer:

Enclosed please find *Defendant Bishop, Peterson & Sharp, P.C.'s Verification sheet to their Answers to Interrogatories* which was inadvertently left out of the discovery package recently sent to you.

Please do not hesitate to contact me if you have any questions.

Warmest regards,

MARSHALL & MCCRACKEN, P.C.

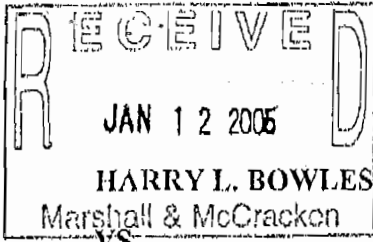


Jacqueline G. Jaffee

JGJ:bav\85.046\Enclosures

FAWPDOCS\B\Bowles v Bishop.85\curr-Farmer 01.12.06.wpd

EXHIBIT A



NO. 1995-43235

IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
151st JUDICIAL DISTRICT

HARRY L. BOWLES
Marshall & McCracken
VS.

GEORGE M. BISHOP

§
§
§

VERIFICATION

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

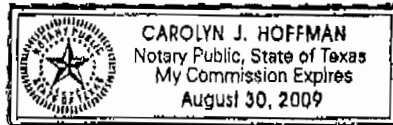
BEFORE ME, the undersigned authority, on this day personally appeared GEORGE M. BISHOP, III, known to me to be the person whose name is subscribed to the above and foregoing instrument, who, after being by me duly sworn, upon oath stated that he has read the answers to Interrogatories, knows the contents thereof, and states that the answers are true and correct.

George M. Bishop
George M. Bishop III

SUBSCRIBED and SWORN TO BEFORE ME, the undersigned authority, on this the 12th day of January, 2006, to certify which witness my hand and seal of office.

Carolyn J. Hoffman
Notary Public in and for
The State of TEXAS

My Commission Expires:



FILE 13-45

OBJECTION: This interrogatory is overly vague. Further, it is unreasonably cumulative or duplicative. *See* Tex. R. Civ. P. 192.4(a).

Pursuant to the above objection and without waiving same,

ANSWER: Please see Defendant's Original Answer and all Amended Answers on file. Further, there was no malpractice and Bishop, Peterson, and Sharp, P.C. has no liability to Mr. Bowles.

INTERROGATORY NO. 8:

Justify your accepting employment in October 1992 as Bowles' counsel in Cause No. 1991-25939 while, at the time, undisclosed to Bowles, you were engaged as defense counsel in ongoing litigation for a law firm that included Cook and Reynolds.

OBJECTION: Seeks to require an all-inclusive detailed narrative of events that would more appropriately be discovered at deposition. *See Forward v. Housing Authority*, 864 S.W.2d 167, 169-170 (Tex. App. - Tyler 1993, no writ); *Housing Authority v. Rodriguez-Yeppez*, 828 S.W.2d 499, 501 (Tex. App. - El Paso 1992), writ denied *per curium*, 843 S.W.2d 475 (Tex. 1992). Further, this interrogatory is harassing, overly broad, and vague.

Subject to the above objection and without waiving same,

ANSWER: Bishop, Peterson & Sharp, P.C. never represented Mr. Cook or Mr. Reynolds. Further, Bishop, Peterson & Sharp, P.C. did not fail to discuss information that should have been discussed with Mr. Bowles when being hired.

INTERROGATORY NO. 9:

Explain why you did not act in November 1993 to assure the integrity of the bidding procedure when Bowles warned you that the financial statements included in the bid documents mailed out to prospective buyers included an inventory value understated by some \$600,000.

OBJECTION: Seeks to require an all-inclusive detailed narrative of events that would more appropriately be discovered at deposition. *See Forward v. Housing Authority*, 864 S.W.2d 167, 169-170 (Tex. App. - Tyler 1993,

no writ); *Housing Authority v. Rodriguez-Yeppez*, 828 S.W.2d 499, 501 (Tex. App. - El Paso 1992), writ denied *per curium*, 843 S.W.2d 475 (Tex. 1992). Further, this interrogatory is harassing, overly broad, and vague.

Subject to the above objection and without waiving same,

ANSWER: By November 1993 Bishop, Peterson & Sharp, P.C., or any representative of Bishop, Peterson & Sharp, P.C., no longer represented Mr. Bowles.

INTERROGATORY NO. 10:

Explain why you did not demand that Reynolds send out new bids in December 1993 when you learned that NPS had done a detailed inventory check revealing the financial statements included in the bid documents sent out in November were erroneous to the extent of \$600,000 due to the understatement of inventory value.

OBJECTION: Seeks to require an all-inclusive detailed narrative of events that would more appropriately be discovered at deposition. *See Forward v. Housing Authority*, 864 S.W.2d 167, 169-170 (Tex. App. - Tyler 1993, no writ); *Housing Authority v. Rodriguez-Yeppez*, 828 S.W.2d 499, 501 (Tex. App. - El Paso 1992), writ denied *per curium*, 843 S.W.2d 475 (Tex. 1992). Further, this interrogatory is harassing, overly broad, and vague.

Subject to the above objection and without waiving same,

ANSWER: At this time, Bishop, Peterson & Sharp, P.C., or any representative of Bishop, Peterson & Sharp, P.C., no longer represented Mr. Bowles.

INTERROGATORY NO. 11:

Explain why you accepted a sale of NPS assets to Pennington or Schwarz in 1994 at a price hundreds of thousands of dollars less than the high bid submitted by Pennington on December 7, 1993.

OBJECTION: Seeks to require an all-inclusive detailed narrative of events that would more appropriately be discovered at deposition. *See Forward v. Housing Authority*, 864 S.W.2d 167, 169-170 (Tex. App. - Tyler 1993,

no writ); *Housing Authority v. Rodriguez-Yepez*, 828 S.W.2d 499, 501 (Tex. App. - El Paso 1992), writ denied *per curium*, 843 S.W.2d 475 (Tex. 1992). Further, this interrogatory is harassing, overly broad, and vague.

Subject to the above objection and without waiving same,

ANSWER: At this time, Bishop, Peterson & Sharp, P.C., or any representative of Bishop, Peterson & Sharp, P.C., no longer represented Mr. Bowles. Further, Bishop, Peterson & Sharp, P.C. was not involved in the bid process.

INTERROGATORY NO. 12:

Explain why you felt it unnecessary that Reynolds secure an independent audit of NPS assets and liabilities prior to sending out bid packages to prospective buyers in 1993.

OBJECTION: Seeks to require an all-inclusive detailed narrative of events that would more appropriately be discovered at deposition. *See Forward v. Housing Authority*, 864 S.W.2d 167, 169-170 (Tex. App. - Tyler 1993, no writ); *Housing Authority v. Rodriguez-Yepez*, 828 S.W.2d 499, 501 (Tex. App. - El Paso 1992), writ denied *per curium*, 843 S.W.2d 475 (Tex. 1992). Further, this interrogatory is harassing, overly broad, and vague.

Subject to the above objection and without waiving same,

ANSWER: At this time, Bishop, Peterson & Sharp, P.C., or any representative of Bishop, Peterson & Sharp, P.C., no longer represented Mr. Bowles. Further, this is up to Mr. Reynolds' discretion as the receiver.

INTERROGATORY NO. 13:

Justify your having endorsed the order rendered April 10, 1995 by Judge Jack O'Neill titled Order Approving Actions of and Discharging Receiver knowing that this order included one or more provisions that effectively voided the Settlement Agreement of October 25, 1993.

OBJECTION: Seeks to require an all-inclusive detailed narrative of events that would more appropriately be discovered at deposition. *See Forward v. Housing Authority*, 864 S.W.2d 167, 169-170 (Tex. App. - Tyler 1993,

no writ); *Housing Authority v. Rodriguez-Yepez*, 828 S.W.2d 499, 501 (Tex. App. - El Paso 1992), writ denied *per curium*, 843 S.W.2d 475 (Tex. 1992). Further, this interrogatory is harassing, overly broad, and vague.

Subject to the above objection and without waiving same,

ANSWER: At this time, Bishop, Peterson & Sharp, P.C., or any representative of Bishop, Peterson & Sharp, P.C., no longer represented Mr. Bowles. Further, Mr. Bishop approved the Order as to form and not substance.

INTERROGATORY NO. 14:

Justify your having endorsed the order rendered April 10, 1995 by Judge Jack O'Neill titled Order Approving Actions of and Discharging Receiver knowing that this order included a permanent injunction against Bowles even though Bowles had been given no hearing notice regarding an injunction and there had been no trial on the allegations that were the basis of the injunction.

OBJECTION: Seeks to require an all-inclusive detailed narrative of events that would more appropriately be discovered at deposition. *See Forward v. Housing Authority*, 864 S.W.2d 167, 169-170 (Tex. App. - Tyler 1993, no writ); *Housing Authority v. Rodriguez-Yepez*, 828 S.W.2d 499, 501 (Tex. App. - El Paso 1992), writ denied *per curium*, 843 S.W.2d 475 (Tex. 1992). Further, this interrogatory is harassing, overly broad, and vague.

Subject to the above objection and without waiving same,

ANSWER: At this time, Bishop, Peterson & Sharp, P.C., or any representative of Bishop, Peterson & Sharp, P.C., no longer represented Mr. Bowles. Further, Mr. Bishop approved this Order as to form and not substance.

INTERROGATORY NO. 15:

Justify your having endorsed the order rendered April 10, 1995 by Judge Jack O'Neill titled Order Approving Actions of and Discharging Receiver knowing the receivership had not been consummated by a carrying out of the receiver's duties stated in the Settlement Agreement or the Order Appointing Receiver.

OBJECTION: Seeks to require an all-inclusive detailed narrative of events that would more appropriately be discovered at deposition. *See Forward v. Housing Authority*, 864 S.W.2d 167, 169-170 (Tex. App. - Tyler 1993, no writ); *Housing Authority v. Rodriguez-Yepez*, 828 S.W.2d 499, 501 (Tex. App. - El Paso 1992), writ denied *per curium*, 843 S.W.2d 475 (Tex. 1992). Further, this interrogatory is harassing, overly broad, and vague.

Subject to the above objection and without waiving same,

ANSWER: At this time, Bishop, Peterson & Sharp, P.C., or any representative of Bishop, Peterson, & Sharp, P.C., no longer represented Mr. Bowles. Further, Mr. Bishop approved this Order as to form and not substance.

INTERROGATORY NO. 16:

Explain how Bowles' property rights in NPS were adequately protected by the \$1,000 performance bond posted by Reynolds but that was funded by NPS.

OBJECTION: Seeks to require an all-inclusive detailed narrative of events that would more appropriately be discovered at deposition. *See Forward v. Housing Authority*, 864 S.W.2d 167, 169-170 (Tex. App. - Tyler 1993, no writ); *Housing Authority v. Rodriguez-Yepez*, 828 S.W.2d 499, 501 (Tex. App. - El Paso 1992), writ denied *per curium*, 843 S.W.2d 475 (Tex. 1992). Further, this interrogatory is harassing, overly broad, and vague.

Subject to the above objection and without waiving same,

ANSWER: To ensure Mr. Reynolds' performance, the Court set the bond - not Bishop, Peterson & Sharp, P.C.

INTERROGATORY NO. 17:

Explain how Bowles' property rights in NPS were protected against damages under Rule 695a, T.R.C.P. by Reynolds' purported submission of a \$1,000 cash payment in lieu of a bond required to be sufficient to cover all probable damages and costs if it were found that Reynolds was wrongfully appointed.