

**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**

**CLAIMANTS DEMAND FOR REFEREE'S RULING ON CLAIMANT'S  
MOTION FOR SUMMARY JUDGMENT DATED NOVEMBER 18, 2009**

1. Claimant submitted on November 16, 2009 his Motion For Partial Summary Judgment On Issue Of Singular Overriding Interest In This Case, Namely, The Applicability Of Home Policy No. LPL-F971578 To Cover Bowles' Malpractice Suit.
2. The basis for Claimant's sworn motion is that the Exclusions Clause of the policy clearly makes the policy inapplicable to cover Claimant's lawsuit because the malpractice lawsuit is against a sole proprietorship, George M. Bishop, doing business as George M. Bishop & Associates, a party not named in the Declarations Section of the policy.
3. The Liquidator's counsel responded to the Motion for Partial Summary Judgment on November 24, 2009 in an unsworn incomprehensible document that failed to address the issue of the applicability of the Exclusions Clause to void the action taken by TPCIGA to defend the policy.

4. Through counsel, the Liquidator has never once addressed the issued of the Exclusions Clause applicability. Instead, the Liquidator has denied his duty to do so on the false allegation that the duty to interpret and apply the policy was transferred to TPCIGA when the Liquidator sent the claim file to TPCIGA in May 2003.

5. In this case, the Liquidator agreed that the Referee would decide Claimant's "improper provision of defense" claim, and the Referee is being paid to adjudge the issue without bias.

6. The question of applicability of Policy No. LPL-F871578 to cover Claimant' malpractice lawsuit in Texas is intrinsic to Claimant's claim of "improper provision of defense" of the policy by TPCIGA.

7. The record contains Bishop's December 29, 1993 letter to Home stating that he, operating as George M. Bishop & Associates, a sole proprietorship, assumed representation of Bowles' in the underlying lawsuit as a surrogate for BPS after the insured law firm Bishop, Peterson & Sharp, P.C. ceased operations in the summer of 1993.

8. As stated in Claimant's Motion for Summary Judgment, the Exclusions Clause of Policy No. LPL-F871578 unarguably declares that the policy does not apply when professional services are rendered by any party other than a party named in the Declarations.

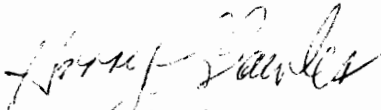
9. The Liquidator has not denied, and cannot deny, that sole proprietors George M. Bishop and George M. Bishop & Associates are not insured parties under Policy No. LPL-F871578.

10. There is no "rocket science" involved in the Referee's determination that the insurance policy is or is not applicable to cover Bowles' malpractice lawsuit. The question falls into the "black or white" category.

11. The Referee's delay or refusal to rule on Claimant's Motion for Summary Judgment constitutes obstruction of justice and bias.

12. Claimant, therefore, demands the motion be ruled on immediately to permit Claimant to proceed with his litigation in the courts in Texas.

Respectfully submitted,



Harry L. Bowles

Claimant, POC No. CLMN712396

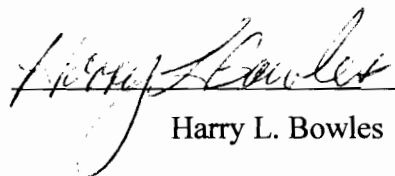
306 Big Hollow Lane

Houston, Texas 77042

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

**CERTIFICATE OF SERVICE**

I, Claimant Harry L. Bowles, certify that on this **5th DAY OF FEBRUARY, 2010** a true and correct copy of the foregoing was sent by fax and mail and 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 by mail to the Liquidation Clerk, HICIL, Merrimack County Superior Court, P.O. Box 2880, Concord, NH 03302-2880,. A copy was also sent to Mr. Silas Alexander, Enforcement Compliance Intake Unit, Fraud Unit, Mail Code 110-1A, P O Box 149336, Austin, Texas 78714-9333 (Re Complaint ID# 815607).



Harry L. Bowles