

**BEFORE THE COURT APPOINTED REFEREE  
IN THE LIQUIDATION OF THE HOME INSURANCE COMPANY  
DISPUTED CLAIM DOCKET**

<b>In Re Liquidator Number:</b>	2009-HICIL-44
<b>Proof of Claim Number:</b>	CLMN711647
<b>Claimant's Name:</b>	Adebowale O. Osijo
<b>Claimant's Number:</b>	CDV-2007-745
<b>Policy or Contract Number:</b>	GL-1692617
<b>Insureds' Names:</b>	Housing Resources Management, Inc., Acorn I, Ltd., & Acorn II, Ltd.
<b>Date of Loss:</b>	October 7, 1988

To: The Honorable Melinda S. Gehris  
Court Appointed Referee

**Reply To The Liquidator's Opposition To Claimant's Motion For Clarification**

**1. Attorney Michell-Langsam's Noticed Motion**

A. To: The Liquidator:

Please furnish the Claimant with a copy of Attorney Michell-Langsam's noticed motion for permission to cash settlement check and dispose of the settlement proceeds that stemmed the Superior Court of California, Alameda County's Order!

B. To: The Court Appointed Referee Gehris:

Please order the Liquidator to furnish the Claimant with a copy of Attorney Michell-Langsam's noticed motion for permission to cash the settlement check and dispose of the settlement proceeds that stemmed the Superior Court of California, Alameda County's Order!

Claimant cannot prosecute the forthcoming Motion to Recommit and Objection, without a copy of the noticed motion! He has a right to a copy of the noticed motion. He does not have, and has never had or seen a copy of the noticed motion. It is not in the record of the Superior Court of California, Alameda County. It is not in the record of this proceeding.

2. The Date The Settlement Check Was Cashed

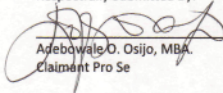
The Court has a right to agree or disagree with material evidences adduced by parties to support their facts. The Court has no right to omit or overlook material facts contained in evidence regardless of whether the evidence is material or immaterial. This will amount to prejudice and bias, which was the reason that Claimant sought to bring it to the Court's attention that the settlement check was cashed and spent on July 30, 1991, by Attorney Michell-Langsam, before the Defendants' Motion to Enforce Settlement was filed on August 15, 1991.

Claimant may not have been tactful in a lawyerly way in his presentation to the Court, but there is an omission of a material fact in the evidence by the Court, which Claimant is obligated as a matter of law, to bring to the Court's attention for correction.

The Order on Merits did not state the date the settlement check was cashed, per the Order of the Superior Court of California, Alameda County, which the Referee ruled authorized it. If it did, this will make the difference in the ruling.

Dated this 11<sup>th</sup> day of November, in the year 2009.

Respectfully Submitted By:



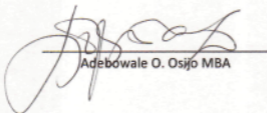
Adebawale O. Osijo, MBA.  
Claimant Pro Se

Claimant, Adebowale O. Osijo, certifies that a copy of this Motion for Clarification was served by email to the following persons:

Ms. Raelynn Armstrong  
The Home Insurance Company In Liquidation  
C/O Merrimack County Superior Court  
163 North Main Street  
Post Office Box 2880  
Concord, New Hampshire 03301-2880  
[help@hicilclerk.org](mailto:help@hicilclerk.org)

Mr. Eric Smith  
Rackemann, Sawyer & Brewster  
A Professional Corporation  
160 Federal Street  
Boston, Massachusetts 02210-1700  
[esmith@rackemann.com](mailto:esmith@rackemann.com)

I declare under the penalty of perjury, and according to the laws in the State of California that the foregoing is true and correct. This declaration is executed this 11<sup>th</sup> day of November, in the year 2009.

  
Adebowale O. Osijo MBA