



To
Susanne Noack
Senior Manager – Credit, Retail Banking and Payments
Financial Services Group

Australian Securities and Investments Commission

Level 7, 120 Collins Street, Melbourne, 3000

susanne.noack@asic.gov.au

**RESPONSE AND
VICARIOUS & PERSONAL COMPLAINTS**

FINDING JURISDICTION

- 1) I am sorry to hear some people are losing money. People have not been telling me this.
- 2) My Ministry pays out people's debts, loans or mortgages for only 25% of their outstanding balance, which I believe is a very fair win-win-win offer. The transfer of an amount equivalent to 25% of the outstanding balance to the Ministry allows for the release, or swap, of an amount equivalent to 100% of the outstanding balance electronically transferred, or set off, from a reserve of existing, non-92%-credit funds, which stem from a 1966 Supreme Court Order and were modified by a 1990 Deed of Engagement and Provision duly provided to me in which was an enacted provision guaranteed by the then Australian Guarantee Corporation, a former subsidiary of Westpac Bank. Now, by 2020, that guarantee recourse at call has come to be the shared responsibility of six or even seven financial organizations.

THE RESERVES

- 3) There are now some fifteen lawfully instituted, solvent reserves of non credit funds which have a traceable legal existence and history. The funds that are currently being drawn from are reserves 1, 10 and 12, established respectively on 18.9.90, 24.2.16 and 28.3.20. The fifteen reserves are conveniently housed under the umbrella or the functional construct of the Charter Deed created Asherah Magdalene (AM) Common Law Reserves Temple

Charitybank. The ever accruing AM Common Law Reserves Temple Charitybank is a alternate common law reserves bank in itself that is a creation of a Terms of Settlement, Court Order and chartering Deed giving rise to fourteen of the fifteen reserves. The actual denomination which the Temple Charitybank is a division of the charitable arm of is 'Magdalene Christianity', aka 'Orgasmianity', Our Returning God And Saviour Messiah, and a double book will soon be forthcoming. We already have a few hundred adherents and many others would find what we offer a welcome alternative to petrine denominations.

- 4) Reserve 1 moneys arise from the requisite provision of the said Deed given to me due to proper compliance with my contempted, circumvented Supreme Court Order of 1966 not having been effected until 1990 when compliance with the Court Order took place by way of the provision in the said remedial Deed. These guarantored funds are somewhat illiquid but highly negotiable money for me to do as I please and the Supreme Court ruled on September 3rd 2012, at my third and final appearance that there is only one thing in 2012 that I could not do with my received moneys. Hence, one fundamental thing I can do with my Terms of Settlement / Court Order originating / Deed guarantored moneys is, of course, to pay a debt, or debts, - even if they are not mine – and that is what I do.
- 5) Since reserve 1 issues from the Deed and continues to accrue at a guarantored 10% per quarter, the creditor is paid in money that continues to accrue very handsomely in their hands. They have to maintain their own accounts of the money received to their bank.
- 6) Reserve 10 is a reserve of likewise accruing moneys that arise from a successful win by me, using money drawn from Reserve one, in the Equity Division of the Supreme Court, on either the 10th or the 24th of February 2016, depending on how one views the successful outcome. It is money now due and owing due to a win of a found to have been in force, taken up, 'contractual civil bet' and reserve 10 moneys can be used to pay for all manner of NSW State Government fees and charges and the like. I have become the owner of a good number of ex Department of Lands properties in Millers Point that I was approached about and successfully bought and paid for, that had been offered to me.
- 7) The new Reserve 12 is non accruing conventional money, kept in accounts and securities etc, that is the common sort of money that everyone is used to. It arose from a recent successful outcome of a type of equitable lien recently taken and foreclosed upon at law such that title to an amount of money has passed to me for distribution to those who have need of it, such as to pay debts, loans, costs, outlays etc. Reserve 12 moneys do not arise from the Court Order or enjoy guarantee and do not emanate from the provision of the Deed. Since Reserve 12 is new I am happy to double pay outstanding balances to compensate for any inconveniences. This is a win-win for most everyone.

THE NOTICES OF TENDER

- 8) By way of a 'Notice of Tender' we ask a creditor which of either Reserve 1 or Reserve 12 they would like to be paid from and we allow 14 days for their choice. If they do not answer us in that time then we send a reminder and allow a further seven days or forego the offer of payment and annul the debt on the basis of refusal to accept legal tender as settlement. We point out that if a creditor refuses an offer to be paid from either of the valid, lawfully instituted, solvent reserves of Australian legal tender on very attractive terms, then the non acceptance has the fatal effect of effectively annulling the debt because they have refused an offer of payment from my lawfully instituted, impeccable, solvent source/s of moneys. In that case the debt is annulled by the conduct and refusal of the creditor. The debtor is then

credited with the money that would have gone to the creditor for use against a later debt etc. or it can be directed to a nominated account. In the case of the new Reserve 12, the funds are already being held as conventional funds by financial institutions in accounts so it is possible to simply direct a financial institution to transfer assumed funds directly to a nominated account. In the situation that I have performed and a debt has been annulled, there remains a credit for the debtor on my books awaiting instructions for payment of the 100% amount. The debtor is only entitled to the 100% from either Reserve One or Reserve 12, but not the 25% back, once a debt has been paid out or annulled.

- 9) Depending upon the type of creditor, funds may be paid by way of compliant electronic funds transfer or by way of the equitable doctrine of set off. Either way the creditor gets their payment, either electronically or as an instant book set off type benefit if a co-guarantor instantly reducing the amount for which they are guarantor to the ultimate benefit of the debtor.

CORPORATE HARASSMENT, INTIMIDATION, STAND OVER, EXTORTION, MISAPPROPRIATION, FAILURE TO ACCOUNT AND BLACKMAIL CONCERNS

- 10) I do not see how people lost money by having me pay out their debt, loan or mortgage for an outlay of only 25%, 25 cents in the dollar, to eradicate 100% of the debt by drawing upon one of the reserves, as I am well able to do because the money is my money to do as I like with. No one makes a loss in that situation, not even the creditor.
- 11) If there are subsequent losses it sounds as if there are parties, corporate ones I expect, creditors, who hear of the debtor's good fortune in having their debt lawfully paid out, by way of due process, from a lawfully instituted, solvent fund, which moneys they, as creditor, receive, as a compliant payment, and the paid creditor then harasses, intimidates and stands over and blackmails and seeks to extort more of the accruing, or double, money from their former debtor when, at law, there is no longer a remaining debt and the the creditor has been more than paid as what the former creditor has been paid with is accruing (Reserve 1), or double (Reserve 12) money. This would be very serious where a corporate entity is harassing and threatening and intimidating and standing over and extorting money from people when that corporate entity is in receipt of a properly executed, informative initial Notice of Tender (attached), perhaps also a follow up letter as well (also attached) and either accepts or rejects them, or, is in receipt of the settlement payment as well of accruing Reserve 1 moneys or Reserve 12 double moneys, or accruing reserve 10 default-in-court won moneys, comprising its full settlement moneys and they want more of these monies due to their unusual properties under the Deed in that, if from reserves one or ten, it continues to accrue in their hands at a guaranteed 10% per quarter, under the provision and minimally evidenced guarantee in the Deed.
- 12) To call it a "loss" is to put too kind a face upon it and in too kind a light. It is more correct to say they are being corporately mugged or suffering corporate harassment, extortion and blackmail. The creditor should enjoy their good fortune to have been paid in this way and not be so avaricious, rapacious and greedy. The creditor can always 'cash in' for 'static' cash with any of the seven guarantors and I will assist if that is what they wish to do.
- 13) Another reason why people may be losing money is because they have neglected to cancel their direct debit authorities after the debt, loan or mortgage has been paid out. To keep the direct debit authority in operation after the debt has been paid makes no sense and sends a message to the former creditor than the former debtor is repudiating the payment and is to

invite the former creditor to keep right on taking money under the legal understanding that the former debtor has repudiated the payment made on their behalf and hence that the money received must be a gift to the creditor, not a payment, and need not be accounted for.

- 14) You have said this may be a matter for the police. My father and I attended North Sydney detectives in our matter in 1992 to argue we appeared to have been the victims of a rather sophisticated financial fraud in the form of what eventually came to be known as the 'Credit Act Scam' and the police, upon seeing the Deed concluded the matter to be civil. I doubt the police would say any different now, 28 years later of matters from 1990 and 1991, which are now reaching their zenith. In 1992 North Sydney detectives had the opportunity to tell us how it all works so we might have been able to complete this matter in 1992 or 1993 but the police did not tell us how it works. Upon looking at the Deed the police could have said "Ah! You have a provision for the \$140,000 and any other moneys outstanding. Go for that". If the detectives had alerted us to the provision matters most likely would have concluded more quickly.
- 15) However now, since the intimidating, extortionate, threatening, stand over merchants are corporate, it is the jurisdiction of ASIC to investigate extortion where the extorting party is a corporate entity. Please keep me advised as to your investigations with such entities that are engaging in intimidation, extortion, stand over tactics, bluffing or threatening behaviour to get more of these unusual moneys which they cannot get anywhere else except from very rare Court matters. The creditor always has recourse to any one any of the six co-guarantors if they do not wish to enjoy the 40% per annum growth of the moneys they have been paid from Reserve One or Reserve Ten, so in no way are they disadvantaged or have cause to complain for having been lawfully paid with accruing money, or double money "for any inconvenience", which moneys they can onwardly parlay in subsequent transactions with other creditors or the like. An attached document explains what is motivating the banks to prevaricate in these matters and that is where creditors are experiencing any problems with their banks, not with us.

MULTIPLE LEGACIES FROM THE COMPLIANCE WITH THE COURT ORDER

- 16) Please see the attached documents that explain more about the moneys that are available from my ministry, which, in a way of speaking, is a creature of the Court and is merely the only way practicable way I can access my Court Ordered accruing guarantored money, by lawfully using the moneys to pay out the debts, loans and mortgages of others for only 25% of the outstanding balances from accruing real moneys which have, at no time, ceased to exist since 1964. It is a service which is in the public interest and everyone benefits, the debtor, the creditor and myself in being finally able to access my accruing Court ordered, Deed provisioned guarantored moneys by paying out 100% of other people's debts with Court origin, multi financial institution, guarantored money, for a 25% static cash return.
- 17) Strictly speaking, Debt Wipeout is not a business as it does not make a profit but merely exists as the only way possible in the circumstances that outstanding accruing Court ordered, equitable entitlement, moneys can be accessed in what is a 54 year legal process. A business is designed to make a profit. Debt Wipeout is a ministry as it does what a business cannot do. It pays out 100%'s and takes in 25%'s, and so loses 75%, in each instance. No business can work that way. It is a recovery process of allayed Court Order originating moneys that have accrued over the years at the rate of the two operational interest rates in the matter, 9.5% p.a. and 40% p.a. Hence, as a means of recovery, it is a 'creature' of the Court and exists to recover the acknowledged "all moneys outstanding" arising from an avoided Terms

of Settlement, a long contempered Court Order, an obligatory remedial Deed of Engagement and Provision accompanied by a minimally evidenced, precautionary guarantee form a former subsidiary of a major bank, to keep matters just inside the law, and leave the door open for future upside possibilities, in what was otherwise intended to be a fraud upon a minor and his 'next friend' due to his agreement to settle out of Court on "terms not to be disclosed" (release since obtained). Debt Wipeout is a form of long frustrated gradual funds recovery and, as such, is an eventual form of due process, not a business. To seek to deny this manner of outstanding funds recovery may constitute a further contempt of Court, echoing the first contempt of Court which endured for 24 years (1966-1990), until the advent of the Deed honouring the Order, when a 9.5% p.a. 'settlement loan' to a minor, earmarked for recovery contingent upon a future, to be induced and secured, breach of the Terms of Settlement, was provided, rather than a no-strings-attached settlement at the time. On the day I was approached to breach the Terms, (23.4.90) it was the instructed (in the amount "not to be disclosed", \$9,500) recovery agent, Comer, who breached the Terms on behalf of his instructing principal who instructed him in the quantum of the amount "not to be disclosed", hence evidencing his agency. I was not the one who breached the Terms, nor was I the one (in the instructed amount of \$70,000 agent Byrnes on 18.9.90) who, dutifully and activationally, breached and defaulted under the Deed, and am at liberty to recover by way of the 'Debt Wipeout' due process method, where swap payments of 25% are exchanged for outlays of 100% to settle debts etc. with moneys of exceptional and exemplary pedigree and standing.

- 18) As my money derives from a long contempered Sydney Supreme Court Order, modified by a Deed of Engagement and Provision provided to me due to the fact that I was not the one who actually breached the Terms of Settlement, and was prudently guarantored out of precaution and for upside by AGC, a former subsidiary of Westpac Bank, it is much more substantial and of a higher pedigree than single use, artificial, 92% made up credit, which my more higher pedigree money easily trounces and can defray.
- 19) If you have complainants saying that they have lost money because their corporate creditors say the money that I (allegedly) paid was "not real", an allegation not accepted by the Downing Centre Court on 15.8.19, please ask of the corporate creditors "upon what date since February 20th 1964 did the legal tender money suddenly become unreal?" and also ask them "and what occurred upon that date to make the moneys no longer real so that they could no longer be used to pay a debt?". If they have no answer as to a date then the equitable entitlement moneys, at all times since February 20th 1964, have been real and potent and accruing.
- 20) As the creditors have been paid directly they are estopped from any further recovery action. They have financial institutions in the 1960's to thank for their then practices of rigging out-of-court settlements entered into by settlement creditor minors for future recovery, 24 and 30 years hence, for a corporate return of 1,665% over 30 years.
- 21) Presumably this practice is still promoted to and practised by corporate entities to this day upon unsuspecting settlement creditors where the "terms are not to be disclosed". It is only just inside the law by the precautionary provision of the guarantee in the Deed, if the settlement creditor is not the one to breach the terms when called upon to do so by an instructed finance or investment professional. Hence the police said my matter was civil and with the passage of time the way to access my money by helping others became apparent.
- 22) However, now at this point, this far down the track, we run into some recalcitrant and unscrupulous creditors, who upon being paid out engage in stand over tactics, bluff and

threats and extortion to get more of this accruing, so called “magic money” and hence ASIC can find jurisdiction at last at his point in the and ASIC should act be seen to act upon corporate extortionate activity.

23) As the creditors have been paid directly they are estopped from any further recovery action.

ABUSE AND OPPORTUNISTIC ENRICHMENT, EMBEZZLEMENT, THEFT, FRAUD COMPLAINT

24) The 35% option has been discontinued for reserves 1 and 10 as I found that people were abusing my offer to pay out their debt and refusing to pay the swap payment percentage afterwards. Hence, I myself have been the knock-on victim in due course of opportunistic enrichment (“moneys outstanding”) by some people or their creditors. In other cases, opportunistic duplicate payments have been triggered by some corporate financial entities on me, perhaps as a new comer, to exert dominance by their saying, or having debtors say, that they have not been paid and to please pay again. I put this to ASIC as a complaint that some corporate entities are playing the system and demanding more than they are entitled to when, lawfully, they have been compliantly paid with a rare and highly attractive form of Australian legal tender currency. They are committing a fraudulent deception or misrepresentation, saying that they have not been paid when it was witnessed by the debtor that they had been.

25) We are very much indebted to you for your concerns. Panthera Financial Services is now a .org to reflect its ministerial nature and can be found at pantherafinancial.org and the earlier mistaken pantherafinancial.com.au put up in error by my general manager has been cancelled.

CLOSING COMMENTS AND REQUEST

26) ASIC has contacted me in an effort to find jurisdiction in this matter. I trust that I have now given you the rationale upon which you can find jurisdiction, being unacceptable, opportunistic, extortionate, overreaching, corporate behaviour which needs to be addressed, cautioned and checked, with a view perhaps to taking through the courts to obtain the clarity of a judgment and obtain a precedent. Presumably, there are a number of past precedents of which ASIC is aware or has been instrumental in the obtaining of, which already would be applicable.

27) Dishonest and rapacious cormorant corporate activity by lawfully paid out creditors is the province of ASIC and should be acted upon and be seen to be acted upon by ASIC. Presumably you have done so in the past.

28) I would appreciate it if you could provide me citations of a few such applicable, earlier determined precedent cases that come to mind based upon the above. I would be appreciative if you could email me the judgments.

29) Since you are now in receipt of a complaint about what is reported corporate intimidation, extortion and stand over tactics and bullying, my people and I will be very interested to hear the outcome of your investigations and determination, particularly the requested precedents, in the courts, now that the matter is in ASIC's jurisdiction and people who have met all their financial obligations are being robbed or extorted, stood over, bullied and blackmailed,

purely for the greed of well placed corporate criminals, or perhaps due to a lack of guidance.

- 30) It is submitted that to oppose my being able to access my outstanding moneys from the dutifully provided to me Deed and guarantee that honours the Court Order, for me to be able to provide this legacy, that greatly benefits a great number of people to the tune of 75% of their debt, constitutes a contempt of court and any complaint brought against the recovery and access process is likewise contemptuous and an abuse of the processes of the Court in the tradition of the 1966-1990 contempt of court practised upon me at that time, which must not be condoned.
- 31) I look forward to the results of your investigations into any disturbing corporate intimidation, extortion, stand over tactics or blackmail and bullying of former debtors by paid out rapacious corporate entities, due to their debtors' good fortune in having their debts, loans or mortgages lawfully paid out from my moneys that emanate from my circumvented, long contempered, belatedly complied with Supreme Court Order and a subsequent obligatory remedial Deed and its hence angry ensuing dutifully activated provision, with appertaining guarantee, are now incumbent upon up to seven consanguineous financial organizations, be they either interim stopover point co-guarantors or the ultimate destination culprits in the matter, whose doorsteps are arrived at by way of the co-guarantors picking up the ball and taking the matter to the goal line, should they ever wish to do so.
- 32) I am happy to attend your offices for a recorded meeting and questions session if you like. Please advise as to a time and place.
- 33) In this matter I am content to say success is a journey and not a destination.
- 34) This is how we learn about the law.

ADDENDUM:

The origin and suitability of the funds giving rise to my capacity and the open to all legacy of the funds to pay out the debts of others by way of payment or by way of set off arises from:

- A) A 1966 initiating Writ in 1443/64,
- B) A 1966 Terms of Settlement,
- C) A 1966 Sydney Supreme Court Order,
- D) A subsequent 1990 dutiful breach of the said Terms by an instructed recovery agent, Comer
- E) A concessional and consequential 1990 Deed of Engagement and Provision,
- F) An accompanying 1990 minimally evidenced guaranteeing of the terms and quantum of that Deed and its provisions by the former Australian Guarantee Corporation, AGC, a former subsidiary of Westpac Bank, without which due guarantee the whole recovery approach to me would have been a monstrous fraud and contempt of court against myself and my father, the next friend in my 1964-6 legal matter, and AGC would have been at risk of losing its Credit Provider's licence and going the way of the National Bank's Custom Credit, who also engaged in illicit behaviour.

- G) A subsequent dutiful 1990 default and breach of the said Deed by a second instructed agent, Byrnes, triggering the eventual formation of some fifteen funds reserves,
- H) 1992 and 2005 compliances with the Limitation Act 1969 (NSW),
- I) My not having been the actual party who defaulted or breached either the Terms or the Deed,
- J) A voluntary admissive 1992 repayment to me of \$20,076.16 by AGC in accord with the Deed provisions and Deed guarantee,
- K) A 2012 determination by the Sydney Supreme Court that there is only one thing I cannot legally do with my accruing settlement moneys,
- L) The subsequent 2016 multiple honouring of the Deed and provision and guarantee by heir apparent 'parent' guarantor Westpac.

E & O E

Yours Sincerely

Dr David G Murphy
Funds Owner
Asherah and Magdalene (AM) Common Law Reserves Temple Charitybank.
Debt Wipeout Ministry
Panthera Financial Services Ministry
Ph: 02 8214 8397
Mobile: 0419 605 365