January 20th, 2021.

To Mr Ray Earl,

ASIC.

1. I note your disrespect to me as a distinguished and highly and multiply qualified doctor and elder of indigenous heritage and custodianship of bestowed lands, with whom the 1990 Deed of Engagement and Provision constitutes what passes as an endorsed and mutually beneficial treaty.
2. Do not write to me again unless you address me as Dr, and not Mr, as it is snide, underhand and contemptuous point scoring on your part as one, yourself, who is not seemingly so qualified and has not done the requisite study to show yourself approved.
3. Therefore, I will not respond to the content of your intentionally demeaning letter unless you address me as Dr David Gregory Murphy, and not Mr Murphy.

**Identity of the Client**

1. I take this opportunity, however, to advise you of a number of issues and contentions, since you did write, that, in actual point of fact, I am your client and have absolute right to access my Court Order originating, security modified, investment moneys, as is my right as a long established and on record litigant-in-person, and you are in contempt of Court and have no place in the legal profession as you clearly cannot differentiate, any of you it seems, for whom you should be acting and I shall be seeking accordingly all of you be disbarred for acting against the financial interests of your client, if that be the case, and in your financial interests alone, to the detriment of the client.
2. I shall explain.
3. You are ASIC, the Australian Securities and Investment Commission.
4. In this long running matter I am the beneficiary of the provision in the bank guaranteed Deed of Engagement and Provision (attached) duly rendered to me on June 18th 1990 due to the fact that I was not the party who had actually breached the Terms of Settlement of 6th June 1966 when called upon to do so on 23rd April 1990 by an instructed, specially despatched specialist finance professional and investment advisor local accountant, formerly of Strathfield, the domicile of the original defendant, Strathfield Municipal Council. Since I was not the one to actually breach terms 3 and 7 of the said Terms, by disclosing the “not to be disclosed” term 3 amount when called upon to do so, and consequently was accorded the provision in the Deed for that having been the case, I am entitled to access my accruing funds and can use my funds to help others as I wish and do not need a licence to do so.
5. The Deed is an instrument and, with its all important provision, is a **security** and hence you are duty bound by your charter, I presume, to act in the financial interests of a security holder and see that such securities are able to be enforced.
6. Secondly you have a safeguard commission as regards investments.
7. I am an investor by an Order of the Supreme Court of 8th June 1966 (attached) which acknowledges the filing of the Terms of Settlement of June 6th 1966, that I was later called upon to breach on April 23rd 1990. Under the Court Order front page you can see I am an investor by an Order of the Supreme Court and the funds were “for **investment**” on behalf of the infant, when I was 12. These moneys have never been spent, or lost or abandoned or effected by bankruptcy or limitation issues in any way and continue accruing to this day by the operation of the said Deed, which, in 1990, modified the interest rate applicable to the moneys lent in 1966 from an operating interest rate of 9.5% per annum at annual rests to 40% per annum, true rate, at quarterly rests.
8. As I am both the investor under the said 1966 Order and the intended beneficiary of the provision in the said Deed, which is a security, and these are the two central documents in the matter,: I appear to be your primary and only client in the current matter.
9. Thus far you have shown your incompetence in that you don’t even know who the client is and have been acting for corporate interests, presumably for money from them, is it not the case I ask under rule 22.01 of the Federal Court Act? Now you seek to get an order for contempt against the only arguable client who wrote you an initiating letter of complaint on May 5th last year. You have demonstrated that the seven or so legal personnel involved in this matter have no apparent legal or client skills and have no justifiable place in ASIC or any legal practice as they do not know who is their client and act for the opponent to the client and so cannot be trusted to ever represent anyone.
10. The client, in this case, is the one who is the beneficiary under both the investment and the security documents which make provision for him, providing he is not the one who defaults under the said 1990 security and is the person who is subject of the 1966 Order for investment, which he has in no way been the one who committed the 1990 breach.
11. I challenge you to prove me wrong before we go any further and refer to me as Dr, with five doctorates, the latest one for my public thesis in climate science as referred to by your alleged witness who vettedly reported as to such having been conferred upon me for unchallenged impeccable thesis work done.
12. Hence, please reorient your clientele and representation and pleadings accordingly to reflect that as I am the beneficiary of the 1966 Order and the 1990 Deed security, I am ASIC’s sole client and not the corporate ones for whom you have been acting.
13. It shows a complete lack of legal training for you to seek to bring contempt orders against the person who is the beneficiary of the 1966 Order and the 1990 security Deed in question when I have done nothing wrong in accessing my moneys and helping others at a loss. Furthermore, you have all adequately demonstrated that none of you know the difference between a business and a litigant in person accessing his accruing Court Order moneys, **in the only way which the law allows** to one who has access entitlement to his ever accruing, forever guaranteed moneys. You have, thus far, been assisting people who have no primary standing in the matter as I do. If you have genuine minor complainants who are being abused, for whom I acted in my representative May 5th letter, by acting for me you help them.
14. Please go back and read my initiating complaint of May 5th, as a result of which you decided to sue me as the complainant, as it is I, the Court Order and Deed beneficiary, who is your client acting pursuant to the Court Order and ensuing Deed, which I was not the one to default under, as did the three instructed agents who approached me to secure my and my next-friend father’s moneys.
15. In your concise statement in reply, please acknowledge that I am your client and act accordingly and in any further communications address me as Doctor, or elder of the Djangadi/Dungutti peoples.
16. I shall soon be contacting the Law Society to commence the formal process of disbarring all solicitors involved in this case who act contrary to the financial interests of myself, as client and beneficiary, and who lack legal understanding as to what is the difference between a business and a litigant in person, settlement beneficiary accessing his moneys in the only way the law allows, or are mixed up as to who is their in-evidence complainant-client and who act contrary to the financial interests of complainants.
17. Please clarify to the Court and me as the client

a) for whom exactly you are acting, if not the bearer of the 1990 security and not the beneficiary of the 1966 investment instrument, being the Order, and

b) as to what they are paying you to act contrary to the legal interests of the client, who is accessing his accruing Court Ordered and guaranteed Deed modified moneys, in the only, and I say only, due process way, that the law, in circumstances such as these, allows, which you seem to think due to lack of experience and training, is conducting a profit driven business of accessing accruing Court-ordered, confirmationally provisioned settlement moneys resulting from those twin, 24 year apart, instruments. If my process of accessing my moneys uncovers some corporate miscreants for whom you have been acting, who were conducting these arcane and recondite, most illicit, insurance settlement fetchback processes, that they now be exposed and brought by the scruff of the neck to the Court, as happened on October 3rd, then so be it and as the Court orders and directs.

1. Mr Earl, by his derogatory letter to me as funds owner and guarantoree, has demonstrated that he has no place in the legal profession as he seeks to threaten the complainant client, who is the true client.
2. What law body, if any, are the some seven above referred to solicitors members of and how did you all get your practising certificates which you bring dishonour to the legal profession by claiming to be a member with no apparent legal skills.
3. Please respond to the foregoing in your response with apology due on February 2nd.
4. I detect that, in response to my missive of March 22nd, you, or someone, are acting in the financial interests of the Communist Party of China and the Korean Workers Party, and hence are in their pay, as there is no other explanation as to why you would seek to threaten a complainant and ASIC client apart from your being paid by the CCP to engage in treachery and treason for your communist client. Hence, you should be dismissed immediately and be forced to pay back all moneys paid to you whilst you have been acting with duplicity in the financial interests of your CCP client.
5. You have no standing in this matter before the Federal Court if you are not acting for me as the complainant of the letter of May 5th, the party with capacity who is the beneficiary of the investment order and the beneficiary of the security which is the provision in the Deed. Hence your order of October 6th is void as it is misconceived, being against your proper client and vexatious as you have never interviewed me being the client and an Order against your client is invidious.
6. Furthermore, it is against a creature of the Supreme Court, the legal process and construct Debt Wipeout, an alleged ‘business’ as you term it, which was deregistered on October 5th, and ceased to exist as a puported business the day before you filed so you sought orders against a purported business which did not exist and so the orders are misconceived.
7. I shall seek to have this matter dismissed as if you are not acting for the complainant / beneficiary of the two instruments, the 1966 investment Order instrument and the 1966 Deed security, you have no standing as you are not acting for anyone who has capacity to instruct as I do, as I have in my initiating complaint letter of May 5th.
8. If you say you have another complainant apart from me with both a security instrument and investment instrument please advise as to for whom it is you act and supply me a copy of both of these documents within seven days, I ask under discovery, or start acting for me or withdraw your action as misconceived as you are currently in contempt on two counts.

1. I have advised that Debt Wipeout was and is a creature of the courts, a debt ministry and mission and not a profit driven business. Hence it continues to assist people in need and is not involved in marketing and selling. Already this year as of January 9th someone in their late 70’s with a need of a $178,000 mortgage plight and one other lady with a large mortgage debt have appeared.
2. So as to proceed, I advise that I shall not be charging him the swap fee but providing the $178,000 from reserve one which you have not sought to subject to the freezing orders. Furthermore, I shall continue to assist other appreciative domestics who may come along for free, or for a proposition or for a favour or for a before or after donation, if they feel so inclined, and not stipulate a percentage such as the 25% for which I have sustained a 75% loss due to their approach to assist me as the client with the need of long denied access to my money in the form of ordinary cash.

**Debt Wipeout Litigant-in-Person Equity-for-Debt Legal Process as an Alleged Business**

1. If you say that the equity for debt legal process called debt wipeout is a business (similar to saying that the process of set off is a business) then there must be a day that this legal process became a business. Please advise as to what day it was since 20th January 1964 to the present day that my particular equity-for-debt legal process called ‘debt wipeout’ became a business that anyone can do.
2. If you cannot name a date since 20th February 1964 that the equity for debt legal process known as ‘debt wipeout’, where debts loans and mortgages can be paid out with accruing negotiable equitable entitlement funds that have never ceased to exist became a business, then please explain what it was that happened on that day that caused this equity for debt legal process to become a business.
3. Do you say that the day that the sheriff-styled accruing court funds access legal process called ‘debt wipeout’ became a business was the day the remunerated website designer reserved the name with ASIC to prevent other people using this process to pay out people’s debts for nothing or for a fraction that the debt is worth as a business can take the name.
4. Which other legal or court money access and money recovery processes and concepts, such as set off, are businesses?
5. I allow you fourteen days to provided answers to the above. If no date or occurrence is given it will be presumed that it is admitted that the peculiar equity for debt legal process known as ‘debt wipeout’ is not a business, let alone a business that anyone can do.

**Reminder as to Costs**.

1. I take this opportunity to remind and advise as to my invoked charge out costs.
2. In my letter of May 5th 2020 I advised that [my published charge out rate](http://scwl.org/attendance.html) for engagements and response to frivolous and vexatious actions was $1,000 per hour at my published rate as an investor by an Order of the Supreme Court of 8th June 1966. I now advise that as I have five doctorates, and you presumably have none, my rate is $1,000 per hour for each of the five doctorates, that is $5,000 per hour. The letter of May 5th took some 10 hours to complete and has attracted a charge for general attendance work of engagement of $50,000. I did not initially advise as to my $5,000 charge out cost but you did not pay that at the time and it is now revised upwards, unless you pay in full in fourteen days.
3. Since that time your frivolous and vexatious action of suing a complainant, for his having written you a letter to which you did not respond or follow up or accept the offer of (a recorded) interview, in a frivolous and vexatious action for some undisclosed party/ies, who presumably does/do not have the all important twin initiatory investment and security documents, as I do, has been some 120 hours all up. Thus you have willingly attracted general attendance costs of 120 hours x $1,000 as an investor x 5 doctorates which is $600,000, to be promptly paid to my Bank of Sydney trust account 942207 1487503, for running a purely vexatious, frivolous and avoidable action when the object of your concerns, the alleged business, Debt Wipeout, which is actually a civil equity-for-debt legal process, had been deregistered on October 5th, the day before you filed on October 6th. Hence on October 6th there was no cause of action for you to file and commence an action against the alleged business, Debt Wipeout, as it did not exist as an alleged business, and there was thus no cause of action as you knew, as it never did as it is a common law civil legal process performed by a litigant in person accessing his accrued Court ordered moneys in the only way the law provides an unsuspecting, innocent and abused settlement creditor - and never a business. The fact that the alleged Debt Wipeout as an alleged business did not exist on October 6th would have been known to you and you have needlessly elicited my general engagement and attendance costs as an investor by an order of the Supreme Court and as a doctor five times over at my published rate of $5,000 per hour in a vexatious and frivolous contempt of court speculative action on behalf of corporate and foreign clients.
4. Debt Wipeout, as a very particular and precise civil legal common law process arising from the processes of the Supreme Court, still exists and so is available to all, but as an alleged business does not and never did exist as it was never a profit oriented entity or process, being merely a lawful access and recovery process, not under Commonwealth law. Any attempt to muzzle this process of law is a grotesque contempt and an outright fraud against two relieved ‘escammed’ and relieved of their moneys settlement creditor / next friend and is to be censured.
5. Please note that all outstanding costs accrue as contemplated “moneys outstanding” under the “all moneys outstanding” component of the provision in the 1990 Deed at the lure interest bait rate of 40% per annum, true rate (equivalent to 3.2% per annum ‘bankspeak’), provided to me in the said Deed.
6. If these funds are paid within 14 days, that is by February 3rd, I advise that I will make a generous discount on my general attendance charge costs from $600,000 down to $6,000, ($600 if paid within 72 hours as of service and $60 if paid within 12 hours as of service and only $6 if paid within 2 hours as of service, you have the account numbers), likewise to promptly be paid to my said Bank of Sydney trust account. If the $5,000 is not received to the above Magdalene Trust account, the amount due for my attention to your frivolous and vexatious action reverts back to $500,000, plus deed interest which applies on “all moneys outstanding hereunder”, also to be likewise paid to the said above Bank of Sydney trust account.

**On AFS licenses**

1. An argument of ASIC appears to be that an accessing litigant in person needs a licence from ASIC to pay continual debts for someone else at a 75% loss and if an accessing litagant in person does not have a licence and believes they have paid the debt of others at continual losses, for 25% not 125%, then since the payer did not have a licence to pay a debt at a loss from ASIC, the debt remains unpaid and the creditor gets to keep the money as a free gift and can continue to chase the debtor over and over indefinitely for the amount of the debt since the payer does not have have a licence, and hence argued capacity, to pay the debt at a loss and did not attend a course with an exam to learn how to pay a debt. The creditor gets to keep the money as a gift due to the payer not having a licence. This is very similar to what happened to my next-friend father and myself in 1990-1 in the Credit Act scam based on the Credit Administration Act (1984) and ASIC may be seeking to do it again where creditors get to keep the money due to the litigant in person payer not having a licence to pay a debt at a loss and the debtor remains in debt. This, of course, is a fraud over the debtor. By so doing, the plaintiff may be seeking to create a precedent in this case to declare a degree of dominance over the common law Courts that licences are needed by accessing litigants in person who pay the debts of others at a loss so as, as in my case, to gain access to the litigant in person’s negotiable equitable entitlement moneys. In the Credit Act scam, that was used on my father and myself in 1990-1, it was decided that if people who saved their money and invest-lent their moneys to the clients of a local accountant, upon his representations, at rates of over 14% and in amounts of $20,000 or less, the borrower got to keep their money as a gift courtesy of the NSW state government. The danger is that precedents can arise that everyone will soon need a licence to pay a debt or the debt will remain unpaid, no matter how many times it is paid.
2. These young pups who somehow got a job with ASIC do not know how to tell who the client is and cannot differentiate between a business and a recovering litigant in person accessing their long withheld moneys in the only way that the law allows, so that justice may be done.
3. I would be pleased to sit the course for the AFS license if it has direct relevance to what I do in paying out debts of others for a loss from Court originating moneys, which I suspect it does not. I would recommend a subject in the course on how to pay out debts at a loss to the payer for a commission and would be most happy to teach this topic to people sitting the course as it would be of particularly great benefit to debtors and creditors alike. Please advise when I can meet with the course content manager to arrange for this module to be added.

**General Manager Matters and Implicit Admissions**

1. Debt Wipeout has never had a general manager or any staff. The plaintiff’s contention that Anastasios Mavroulis was indeed a general manager are correct and so binding in that he is the admitted general manager of Panthera Financial Services, Silver Chef and Go Getta Equipment Funding and hence it is implicitly admitted by ASIC that title to these three parties passed to the first defendant and in respect of the latter two is shared with a Susan Royal.
2. Here are the two Notices of Appointment sent to Mr Mavroulis

**LETTER OF APPOINTMENT**

Pursuant to my taking of the general equitable lien over Panthera Finance Pty Ltd of 3rd September 2019 and failure of Panthera to properly account for a paid amount of $43,000, the foreclosing lienor now appoints Mr Anastasios Mavroulis as the new General Manager of Panthera Finance Pty Ltd, effective immediately.

Signed



Dr David Murphy

Funds Owner and Foreclosing Lienor.

**LETTER OF APPOINTMENT - PROMOTION**

Pursuant to Susan and my taking of the general equitable liens upon Silver Chef Pty Ltd and Go Getta Finance Pty Ltd of 19th March and 26th May 2019, the lienors, having foreclosed at law, now appoint Mr Anastasios Mavroulis as the new General Manager of Silver Chef Pty Ltd and Go Getta Pty Ltd, effective immediately.

Signed



Dr David Murphy and Susan Royal

Foreclosing Lienors.

5th December 2019

1. It is correct where the plaintiff says that Mr Mavroulis is my appointed general manager and hence he is the general manager of what must therefore apparently be a business/es. It is correct that the plaintiff admits that there is indeed at least one business that is in the ownership of the first defendant. The businesses, which are to be found in the unrebutted ‘affidavit of truth’ as to assets at paragraphs 9 and 10, are Panthera Finance / (now a ministry, Panthera Financial Services) and Go Getta Equipment Funding and Silver Chef (forgot to add) which were assumed by way of the self executing ‘idepage’ lien foreclosure-at-law process involving the first defendant and a Ms Susan Royal. Mr Mavroulis was appointed general manager of these three companies acquired by the first defendant on October 2nd 2019 and December 5th 2019. By admitting in a Court document that Mr Mavroulis is my general manager, the plaintiff is admitting that the first defendant is indeed the owner of these three companies as of the above dates. Were it not the case the plaintiff would not have said so, but in so saying it admits that the first defendant has successfully assumed ownership of these businesses, and their AFS licenses, as established in the unrebutted affidavit of truth of assets.
2. Mr Mavroulis was never appointed the general manager of the debt wipeout legal process as, being a means by which a spurned and left for dead settlement creditor accesses his long outstanding moneys by a disadvantageous ‘equity for debt’ swap process. it was not a business as it did not and was not intended to make profits, nor is it in its design. Panthera Finance Pty Limited was handed to the first defendant on a platter for the taking, pursuant to two misappropriations of moneys paid, $40,000 for Hughes and $3,000 for Royal, and acquired by way of the taking of a ‘depage’ lien and this business, renamed as Panthera Financial Services, was being considered as a vehicle for any formal business, but was never engaged to do business and the debts continued to be wiped out at law with my accruing Court originating negotiable equitable entitlement money. It is believed that when Panthera Finance / (now a ministry) Financial Services and Go Getta Equipment Funding and Silver Chef were foreclosed at law upon by way of lien they had AFS licenses and credit provider licenses, so there has been no breach as I am thus the owner of a number of AFS licenses. The moneys I used to pay out debts has never come from the three acquired businesses but rather from my own pocket.
3. Should the Court find that litigants in person who have adopted auto-sheriff type roles to access their long outstanding moneys as static cash, pursuant to available legal process, and who are accessing moneys that are already theirs by way of ‘equity-for-debt’ paying the debts of others, at a say 75% or 85% loss, with a money back guarantee, whilst owning an AFS license, then I say I have already acquired a number of such licences in my travels.
4. Additionally, on January 13th, 2017, after Westpac had paid out my ten awaiting credit card debts with money supplied from Reserve One but defaulted under a demand to pay all outstanding moneys to me, I took a ‘depage’ lien over that bank and within days, on January 20th, it committed a formal act of default and so, on that date, I foreclosed at law in self executing fashion, as is my right. At that point, by way of such process, title to the defaulting co-guarantor party, who had approached my father and me in 1990-1, by way of AGC and to recover factory sale moneys by the instructed Mr Comer, passed to me and is documented. Westpac would have been the possessor of at least one AFS license which is now mine to make use of.
5. Furthermore, in similar fashion, pursuant to demand made, liens taken and the said a misappropriation of $43,000 in the Hughes’ and Royal’s matters, I foreclosed at law over the former Panthera Finance Pty Ltd on September 17th 2019 and became the owner of its presumed AFS licence, which I am able to perform under.
6. Similarly, on April 17th 2019, Susan Royal and I, foreclosed at law upon Go Getta Equipment Funding and Silver Chef and became the owners of their presumed AFS licences.
7. Likewise on March 27th last year, I foreclosed under the lien taken on March 24th and thereby at law took ownership of any number of CCP owned banking and AFS licences.
8. All these processes have been documented and I note are not in dispute by the plaintiff.

1. So hence, I note that it is undisputed that I currently have more AFS licenses than most people and so am not in breach and hence have any called for requisite capacity to pay out debts from my own moneys to assist others and so gain access to my moneys, moneys that are already mine, in the only way that the law allows, a way that, by way of a particular and unique form of ‘equity-for-debt’ due process which goes by the name of ‘debt wipeout’, I think is bringing some sort of apparent fight up to the very doorstep of the initial miscreants who approached me and my father via their instructed agents and who provided two pieces of evidence to the Court on June 8th 1966 that my settlement moneys were earmarked for recovery, contingent upon a to-be-secured breach of terms 3 and 7, which attempt went pear shaped on April 23rd 1990, when a breach of the Terms was indeed put into evidence, but not a breach by me but up Comer and Byrnes’ chain of command side to the very top. On that day I began keeping accounts as was my custom since the age of 14. When Comer and Joseph found, they knew it beforehand, that I did not know terms 3 and 7, and so could not breach, they should have walked away at that point. Hence things have gone on for 31 years beyond the breach which was quickly followed up by the consequent trigger default under the Deed of the other instructed (also as to amount and date) agent, Byrnes. This form of ‘equity-for-debt’ due process called ‘debt wipeout’ cannot be put back in the box, the genie is well and truly out of the bottle and is not going back and the chips will fall where they may.
2. I intend to have another licence in four weeks as of today with the taking of my fifth conquest in this current series.
3. Please attend to all the above issues in your forthcoming Statement in Reply due on February 2nd.

1. If you elect to not traverse or respond to the above issues, questions and contentions in for forthcoming February 2nd response, it will be taken by way of due process that the above issues, questions and contentions resolve in favour of the first defendant and that the funds owner does have the implicit and unquestioned capacity to pay out debts, whether at at a net loss or otherwise, from his own money, as he does numerous times each week.
2. If you need an extension of time to complete your statement in reply to my reply to your concise statement and the above, I advise that I am happy to consent.
3. This letter will be presented to the Federal Court as an attachment to my Submissions in Reply of February 16th.

Yours Sincerely,

Dr David Gregory Murphy

Uncontested and Undisputed Funds Owner and Ultimate Declared Multiple AFS Licenses Holder.