OCTOBER 9TH 2020

IN THE FEDERAL COURT AT SYDNEY

1099/2020: ASIC v DR DAVID MURPHY AND ANORS

I make the following oral submissions to the Court

1. When I commenced the paying out of debts for debtors in July 2017 I started with a thesis: If I have moneys from a Court Order which have since provisioned for in a Deed and are currently subject of an aptly named financial institution appertaining guarantee, can I use my Court Order originating, provisioned and bank guaranteed monies to do as menial a task as pay a debt? I say the answer is that I should be able to use my Court Order originating, provisioned and bank guaranteed moneys to pay and to settle a debt - even if it is not mine. This is a question for the Court to determine: can I use my guaranteed accruing settlement moneys to pay, at a loss, a debt which is not mine and so finally be able to access my now accruing settlement moneys as static cash after 54 years?
2. That for the plaintiff to succeed it is going to have to prove that my reserve moneys no longer exist from the outset and provide the particular date, since 20th January 1964 to the present day, that it was that my moneys ceased to exist and explain what it was that happened on that particular day to cause my Supreme Court originating moneys to disappear or be no longer mine or be no longer Australian legal tender such that I can no longer use or access such moneys to settle as much as a debt.
3. The plaintiff is going to have to prove that my moneys, which originate from

- a 1966 Supreme Court Order and

- a subsequent 1990 Deed of Engagement and Provision, given to me due to the fact that I was not the actual party who had breached my 1966 Terms of Settlement, when called upon to do so at my house on April 23rd 1990, and the fact that

- the said provision therein was accompanied by a guarantee by a third party (the Australian Guarantee Corporation, due to what was happening to my next friend father and myself throby an instructed agent (Comer) being a highly sophisticated credit fraud upon us in regard to non-repayable loan investment moneys, at that time being obtained from my father and myself as so called 'loan investments' where recovery was proscribed due to the operation and utilization of the Credit Administration Act 1984 and

- the provisioned to me interest rate of 40% per annum, true rate, at quarterly rests, (which rate was offered to me in the expectation that, having been loaded up with liabilities, I would promptly go bankrupt), duly activated on cue by a Mr James Warren Byrnes, one of the two, four even, instructed agents of the said principal and guarantor, AGC, (in reality the mark cannot be the default guarantor of the instructed agent or of that which was capable of guarantee in the Deed used to entice him or of the outstanding moneys owing to himself and his father in a settlement recovery ploy practised upon a minor such as this) who had approached me to recover my 1966 out of Court settlement moneys at 9.5% p.a interest and 30 year loan collateral moneys. It should be mentioned that I entered into the Deed as, if I had not entered this offer to receive $140,000 (which I did not receive physically except in the sense that the $140,000 was provided in the provision given to me) to settle my loan investments (with some change), I would have been seen to have refused a requested and in seeming response offered by Comer opportunity to be repaid all the outstanding loan investments to that time and thus annulled them. The Courts would be quite familiar with these centuries old recovery processes used on settlement creditor minors when they have grown up.

1. Furthermore, the plaintiff is going to have to prove to the Court that a settlement creditor

- who has been kept out of his ever accruing settlement moneys for 51 years, (from 1966 to 2017) by way of the substitution of his Court settlement moneys with a 30 year loan, whose recovery was contingent upon to be secured in the far future breach of his 1966 terms (which breach was on the part of the approaching party), and

- who has not diminished his rights in any way,

is entitled to access and use his moneys to pay a debt, even if it is not his, and do so by being able to access and draw down his moneys, in the only way practicable, at a loss of 75% per time and thus, at last, be able to access a 25% amount by benefiting debtors to reduce their liabilities to only one quarter of their outstanding balance and

- that I should not be expected to do such worthy debt settlement work for nothing in order that a Supreme Court Order may be honored and complied with.

1. Furthermore the plaintiff is going to have to prove that on a particular day since 20th January 1964 the funds became no longer Australian currency of dollars and cents and as well thatmy Court Order originating funds are no longer my very negotiable, equitable entitlement moneys with which to do as I please, each set of funds with account histories and origins that I can and do manage and be able to pay to whom I wish by either compliant electronic funds transfer or compliant equitable set off.
2. The plaintiff will also need to prove that my Deed provision chartered, AM Common Law Reserves Temple Charitybank, which has been invoked as a functional construct umbrella to my equitable entitlement account entitlement funds and choses (all at call), being a religious bank, is under Commonwealth jurisdiction, considering the notion of separation of church and state, and the said charitybank, which does not provide credit and is only a repository for my at call moneys, is as real as the accruing event created 'common law reserves' it houses. The AM Common Law Reserves Temple Charitybank is as real as the guaranteed Deed provisioned Court Order monies it conceptually and electronically houses in some 15 reserves (“all moneys outstanding hereunder”) which call for the functional construct of a notional common law reserves charitybank as an umbrella for the various accruing funds. I am entitled to house the guaranteed resulting accounts is a repository if I choose, as the funds are all provisioned and at call and are all my moneys to do as I like with that all accrue at the provisioned guaranteed rate of interest.
3. I further advise the Court that the name Debt Wipeout has been deregistered and in future I shall refer to my provisioning of my ever accruing settlement funds as Dr David G Murphy's Debt, Loan and Mortgage Payment Ministry as at all times what I do has been a ministry in that it makes a 75% loss with each debt settlement, something no business can do continually.
4. With the deregistration of the Debt Wipeout name yesterday, the plaintiff now has no case and has no jurisdiction over a doctor's ministry that is based upon usury prohibitions to one's countrymen in the Torah and the Second Commandment of Jesus being “love thy neighbour as you love yourself”. If others are in debt I like to share what I have for a loss of 75%, which is a very fair offer considering that, at all material times, my moneys have been negotiable accruing equitable entitlement funds with which it has been determined that I can do as I please, considering that there is only one particular way that I can access them - being at a loss of currently 75% by sharing them with others to pay out their debts or to help them buy something.
5. My ministry has no agents but rather spotters or referrers, evangelists, who should not handle the money. It is a word of mouth Magdalene ministry and the only advertising that I have been approached to do has been designed to deceptively defraud or fleece me with dummy leads who are plants, like the plaintiff's star witness, or who do nothing and defraud the ministry of recoverable moneys to allegedly defray legal proceedings.
6. I do not operate a business as I do not make a profit but rather run a divinely funded ministry which currently loses 75% on each payout of a debt, something a business cannot do. It is not a business and never has been. It is instead a compliance with a Court Order. The independent spotters, word or mouth referrers, evangelists, are small profit making entities if organized enough. Debt Wipeout was never a business as a business cannot do what I do with my Court Order originating money. Debt Wipeout was is a creature of the Courts, a proceeding and ministry set up to seek to honour and comply with a Supreme Court Order which has been contempted, thwarted and was prostituted – in a practice which still probably continues to this day by those who continue in the august and nefarious office of specialized settlement debt recovery princeling operatives on behalf of corporate clients seeking a return of 1,665% on an $7,931 outlay over 30 years ($7,931 → $70,000 from 20.6.66 → 18.6.90), where an intention to recover was doubly signaled to the Supreme Court and put into the Court record on day one (8.6.66). It is an execrable practice, which in these proceedings, properly formed, as they are not now, should now be uncovered, be examined and bite the dust. Those who come against this compliance with a Supreme Court Order ministry are executing an abuse of process and are parties to a major contempt of Court, one designed to blackmail, bind and hold the Court hostage, as they seek to cover up and continue the desecration and prostitution of Court Orders which must be honoured and complied with to the uttermost.
7. Hence, I seek that the plaintiff's application be dismissed, here and now, or at the least, at it is currently formulated, struck out, as hopeless, misconceived, ill informed, tendentious, partisan, anti-Australian abuse of process and rearguard, no expense spared, cover up designed to conceal a crime, which is furthermore not in the financial interests of Australia or the average Australian and designed only to please a very few banks, but not all, as most would want this specie of uniquely Australian money arising from unique Australian subterranean finance world circumstances where settlements are sold off for future recovery to or by arcane settlement recovery specialists to recover decades later from unsuspecting settlement creditors, as happens, at a long in the future time for a profit, in my case, of 1,665% over an intended 30 years. Many banks would want these salubrious and exhilarating moneys to flow through their veins and so ever increasingly benefit Australia in its domestic and foreign dealings into the far far foreseeable future. The various reserves of moneys are extremely rare and unique Australian treasures arising from common law due process in unusual and arduous circumstances and are what are needed for these troubled times.
8. What licence might I need for this?

Dr David G Murphy

October 9th 2020

Settlement Creditor and Funds Owner by an Order of the Supreme Court, 8th June 1966, 1443/64.

Guarantoree

Law Therapist (doctorally certificated)