To: Brendon Hough
Senior Investigator
ASIC

Notice of Estoppel or Application for a Stay upon the Proceedings for your Action to Whitewash and Conceal a Corporate Crime from the Attentions of the Federal Court.

1) In the 1960's through to the 1990's your clients believed they had committed the perfect crime.

2) You are currently conducting a criminal investigation into the matter pursuant to my letter of complaint to you of 5th May 2020, to which you decided to sue me for notifying you of the said perfect crime.

3) It has now been a year since my letter and you have finally gotten around to replying and inviting me for an interview, which I offered to do in that letter.

4) You have now had a year to make make enquiries in your criminal investigation and by now you have answers to the following requests to disclose.

5) Before I participate in an interview I require that you disclose:

a) The identities of your corporate complainant client/s, one of whom you had do a Notice of Appearance to me on October 3rd 2020, following immediately on from your affidavit of October 1st and your affidavit of October 2nd and prior to your quickly ensuing Federal Court filing of October 6th, 2020.

b) The identities of the corporate parties who advised the instructed Mr James Warren Byrnes and the instructed Mr Neil Allen McDonald of Project Equity Finance and the instructed Mr Martin Comer then recently of Strathfield Municipality in the calculated amount of $70,000 and in the calculated date of 18th June 1990.

c) The identities of the corporate parties who advised the instructed Mr Martin Comer in the amount not to be disclosed of $9,500 and in the date for unauthorized disclosure breach of 23rd April 1990, 2 x 28 days prior.

d) The identity of the corporate account holder who stood to criminally profit by way of a corporate crime and double fraud in the order of a 1,665% return over a period of 30+ years on the deposited, net settlement amount of $7,931 from 20th June, 1966, by the accrual of an operative, in-evidence 9.5% [(70000/7931)^(1/(23+363.4389/365))-1 = 9.499998% = 10.30am on 18th June 1990)] per annum interest rate compounding at annual rests, to the mid point calculated and instructed amount of $70,000, arrived at 10.30 a.m. on the calculated 18th June 1990, the precise time of my signing of the Deed which disclosed that there had been a long term investment interest rate in operation of precisely 9.5% at annual rests from 20th June 1966 up to 18th June 1990. *Touché!*

e) Settlements, such as that that supposedly took place in 1966, don't come with a rate of interest. Loans do – and the evidence was provided to the Supreme Court on June the 8th that the settlement was a loan, earmarked for recovery. "You got your settlement in the Deed" - Supreme Court Registrar, circa 2013.

f) Please advise me as to where the above four pieces of information have been provided by you in any documentation you have served upon me or filed with the Federal Court.

g) If you have not disclosed this information as to a replicable corporate crime practice by now then I put it to you that you are running the current proceedings as a bluff with a view to concealing a time honoured and sacrosanct corporate crime enshrining a long buried but detectable intended massive double fraud, completed by highly skilled, instructed agents who held that office, and seeking to create harmful and unlawful precedents for future precedential reliance by way of contrived court proceedings and pleadings designed to bring the Federal Court into disrepute.

6) I note that in earlier telephone proceedings with the Federal Court, ASIC succeeded in having my motion for an order sought, requesting you to advise the Court and myself of the precise date since 6th June 1966 to the present day when my Reserve One moneys, or any of the other reserve moneys, ceased to be real, ceased to be legal tender, ceased to be able to be used by me for the payment of debts, mine or others, at a loss, or commence to be proceeds of crime, such that my moneys cannot be used to pay a debt. As you could not give a date for any of these events you succeeded in having the Order sought dismissed as you have no date, or any date, for which I do not have a rebuttal. Hence none of the above arguments apply as there is no such date and I can do what I like with my money as it is admitted in your concise statement that the moneys which "are available to pay off loans and debts" and my Affidavit of Truth, aka Affidavit of Fact, of November 13th 2020, was not able to be rebutted within 28 days so stands as unrebutted truth, as of December 11th in relation to statements of fact and lawful, positioned assets.

7) It is presumably your corporate client/s who is/are most perturbed at my chance discovery of the fresh evidence in the form of my Supreme Court file and thence be able to understand and learn how to access my provisioned "all moneys outstanding (t)hereunder" in the Deed of Engagement and Provision.

8) I remind you that on August 30th, 2017, Westpac Banking Corporation admitted all facts put to it on August 16th under section 17.3.2 of the UCPR, giving rise to my entitlement to a section 17.7 Judgment Upon Admissions, and went on on September 14th, 2017, to confirm its admissions and was content to also admit to further elaborations without complaint.

Identities to be disclosed first

9) I do not wish to meet with you for the interview until you disclose to the Court and to me the identities of the party/ies who committed the detectable fraud over 31 years from 1966 to 1997 and if you choose to conceal the identities of the fraudsters I will seek that your action be dismissed as a cover up to conceal a crime from the eyes of the Court. This letter will serve as an estoppel of further proceedings until you disclose to the court the identities of those corporate parties who believe/d they had/ve committed the perfect crime, which was to eventually give rise to the Perpetuity that I can draw upon to help many many others and something conceivably to eventually be to Australia's and the world's benefit, which is the only way that is available to me to access my moneys that the law provides and the law allows, that any fight be brought up to the doorstep of the perpetrators, which process you should not be

opposing; as to oppose is a contempt and attempt to pervert the course of justice and conceal an in-evidence crime.

10) I did not enter into the Deed for any reason you could glean from a reading of the Deed out of context and in isolation from what was happening at the time, being the loan investments, so the Deed put to me by instructed agents due to my not having been the party who breached my Terms and being an Investor by an Order of the Supreme Court dated 8th June 1966, was not an instrument of fraud but rather one of inducement, which did not work, and provided no immediate benefit at the time, although it was guaranteed by AGC. I entered into the Deed for completely different circumstantial and compulsory reasons than that which the Deed suggests but in the short term, in the circumstances, the Deed was intended to bankrupt me by those who did not fully understand or appreciate the power of what lay in it.

11) The only jurisdiction the Federal Court and ASIC have in this matter is that which they both had from the day of their respective creations in relation to the fraud announced on 8th June 1966 and revealed above. Apart from that, the Federal Court and ASIC have no jurisdiction as my matter remains essentially a Supreme Court matter until the day the last cent is paid to me and to any others who may have a claim under the Deed. Perhaps not even then does the jurisdiction of the Supreme Court cease. It does not cease because one is accessing one's Court Order originating moneys in the only way which the law provides and the law allows. The jurisdiction of the Federal Court only arises due to the corporate frauds of 1966 to 1997 and attentions should not seek to be diverted away from those corporate crimes.

12) I note from your letter that you claim a criminal investigation is merited for paying out money as a benefactor, rather then stealing it. The money that you say merits a criminal investigation is payment of moneys arising from a Supreme Court action.

13) Please explain to me why it a criminal offence to pay one's own money that originates with a Terms of Settlement and a Supreme Court order, neither of which I was the one to breach, that accrued at a rate of interest of 9.5% over 24/30 years, subsequently modified by a Deed of Engagement and Provision. Apparently you say that my deployment of my such moneys at a loss merits a criminal charge when I have not breached or defaulted and in 1992 North Sydney detectives said the matter was civil. Now after 30 years you suddenly say the matter is criminal! (which it is due to the illicit 1,665% issue). The crime you seem to say is for me to use my money to pay out debts of others for one quarter of the value of a loan or debt or mortgage and suffer a 75+% loss in so doing, as the price I have to pay to access my moneys via a swap arrangement where I get access to my moneys as non appreciating moneys, courtesy of a service provided indirectly to me, as a person in need of a process to access my moneys, by opportunistic creditors who do not practice truth-in-lending, who pass off fictional interest which my more pedigreed interest easily douses in every case when the two intersect - and continues to appreciate in the creditors' hands until it is no longer "moneys outstanding thereunder" i.e. cashed in with any of the guarantors who will know how to deal with it so it is not a problem to them.

14) I have elsewhere advised that the evidenced admission as to the intended fraud upon me was provided to the Supreme Court in the Order application of 8th June 1966, which led to my father and I being relieved by way of crimes and scams of in excess of $800,000.

15) It is the case, is it not?, that in your alleging criminal activity you are seeking to conceal the identity of corporate criminals who approached me and my father to get and to cause over $800,000 outlay and loss from us and in so doing believed they were committing the perfect crime as ASIC is on their side, alleging that the victim is the perpetrator because the crime became unstuck in 1999 and your corporate clients are upset.

16) In saying there is criminality for what is the paying of debts for others at a loss, it in noted that the accusers only refer to my first reserve account. The other fourteen equitable reserves that trace back to the all encompassing "all monies outstanding" portion of the provision in the Deed are not being said to be fraudulent, or to not exist etc, should their provisioned negotiable equitable entitlement moneys be drawn upon to pay debts without a licence to pay a debt, as ASIC is only concerned with Reserve One of the fifteen reserve accounts now kept in my functional construct AM Common Law Reserves Charitybank.

Some Recent Background for the Record

17) By September 17th, I had a conundrum. Reserve One had reached over $ 3 billion and I had in on February 24th 2016 won the 2014 contractual civil bet with the State of New South Wales and the money was 'back in the pot' so to speak, ready for its next application after having won my second contractual civil bet. I thought that as it had been noticed what I did with my money by the Supreme Court of Equity, if I did not move on to my next mission and if I did not do something with my moneys it was likely someone would soon come along and say I had either played fast and loose with them in the contractual civil bet or abandoned my moneys. Hence I thought to myself "if I have moneys that:
    - stem from a Terms of Settlement which I was not the one to breach and
    - a Court Order, which I was not the one to breach and a
    - subsequent Deed of Engagement and Provision given to me due to the fact that I was not the one to breach when having been approached so to do and
    - that Deed is attested to by an appertaining guarantee then

    if I have such appreciating moneys then one thing I should be able to do with them is do as banal a task as pay a debt, or debts, to show that I have not abandoned my moneys.
18) Firstly, I did 10 old card debts of my own from 1997 that were promptly wiped out. Then word started to spread and more people approached me and it has been largely word-of-mouth ever since with my Terms and Court Order originating moneys starting fiduciarily to become accepted more and more in an an increasing number of instances to pay a debt as they are an unusual though lawful form of legal tender with an inherent quality that they appreciate due to the bank guaranteed provision in the modifying Deed, which modified an underlying, preexisting, in-evidence 9.5% interest rate, which had been in operation from 1966 to 1990.

19) My process of making payments has been continually improving largely due to the input and assistance of numerous bank staff in different places giving advice as to how to improve the payment process to make it effective with the assistance and guidance of many unsung bank staff who offhandedly gave me tips and pointers along the way (e.g. only the processing party should go in the To: line) in discrete conversations saying "it all sounds like a good idea, something has got to change" or "this should put a bomb under it".

ASIC's sole jurisdiction

20) There is a massive systemic, virtually undetectable corporate fraud in this matter that gives rise to ASIC's jurisdiction, harking back from the 1960's to the 1990's. A massive actionable systemic fraud somewhere showing up in my matter from a long time ago which has gone undetected to the present day, which ASIC is now sensing. It is this 1966 – 1996 systemic corporate fraud that ineluctably and unavoidably gives ASIC its jurisdiction – plain and clear. In my case it started to come unstuck when I found my Supreme Court file and the provision came into focus - but it still took some 20 years to fathom it and work out how to access my money, which I do in the only way which the law provides and the law allows, and the chips may fall where they may and any fight be taken up to the doorstep of those responsible. To interfere with this process is an attempt to obstruct, prevent, pervert or defeat the course of justice and an offence under Section 42 of the Crimes Act. People have a right to an exemption that the law and due process not be obstructed.

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Dr David Murphy
Funds Owner, Benefactor