

**A CHRONOLOGY OF THE MAJOR INVESTMENT ASSET ARISING FROM THE ORDER OF THE SUPREME COURT OF 8TH JUNE 1966 AND OTHER MATTERS.**

6.6.66 Plaintiff through his next friend enters into Terms of Settlement for gross settlement amount of $9,500 on “these terms not to be disclosed”.

8.6.66 Plaintiff rendered, for the purpose of the proceedings, an investor by an Order of the Supreme Court.

20.6.66 GIO pays net settlement amount of $7,931 into Supreme Court for release to Public Trustee for management of asset on behalf of infant.

1973 – 76 Plaintiff withdraws funds from Public Trustee and invests in second mortgages and then into property at 16 Mitchell St, St Leonards.

23.4.90 Plaintiff approached to evidence and engineer breach of Terms of Settlement by finance professional Martin Comer of Byrnes' (eighth entitlee)'s recovmery syndicate. $9,500 recovered as cash cheque #368 as first investment loan caught by the Credit Administration Act (1984) so as the money may move one way and not be recoverable in the short term, clearly now seen in retrospect as arising from instructions. Plaintiff does not breach but to keep things moving Comer discloses not to be disclosed term three quantum and so breaches the Terms and retrieves the gross settlement back.

18.6.90 Plaintiff accorded Deed of Agreement, which held out the prospect of reducing Comer's indebtedness by $6,000, in recognition of moneys admitted to be outstanding and in recognition that the Plaintiff had not been the one who had breached the Terms and so receives provision for “all moneys outstanding” then in process of being recovered as investment loans, that he not be defrauded and that the 1966-1996 ultimate client party of Byrnes et al not be compromised for committing a fraud upon plaintiff and the next friend when they had not been the ones who had breached. Plaintiff sees 40% and thinks “that won't be happening”.

18.6.90 Australian Guarantee Corporation guarantors the Deed and “all moneys outstanding” on the same day by placing GTR entry on plaintiff's Credit Reference Association report upon its receipt of its copy of the Deed of Agreement .

20.6.90 With no application from the plaintiff and on the strength of the Deed, Plaintiff, handled by the recovery syndicate, at his home enters, under threat of loss of his house, having signed the Deed, into brought “capture” lease with AGC in relation to a stolen Mercedes Benz for AGC to formally recover the net settlement with interest over 30 years over 60 months. Amount of capture lease is $70,000, the amount the $7,931 reached on the date of the Deed at precisely 9.5% p.a. interest compounding to arrive at amount sought. Plaintiff curious as to what is AGC's connection with the three finance professionals doing its paperwork. MacDonald, like Ince later, discloses the target is his residence wherein are the 1966damages.

20.9.90 Byrnes perfunctorily breaches Deed of Agreement on cue.

10.91 Plaintiff sells properties which he had been advised were the target of the finance companies, where the 1966 settlement moneys were.

21.9.92 Plaintiff files in Ryde Local Court against guarantor for return of installments. Matter later lifted to Parramatta District Court.

14.8.95 Plaintiff 's cases against borrowers transferred to Commercial Tribunal.

15.11.96 Plaintiff fails in Commercial Tribunal due to being caught by the Credit Administration Act (1984).

**20th June 1996 AGC obtains Certificate of Judgment for judgment obtained by fraud or obtained by deception/concealment against plaintiff in that AGC had not disclosed to the court nor to the plaintiff, its reason for having approached the plaintiff, being to recover his childhood settlement with 9.5% interest p.a. over 24/30 years when the plaintiff had not been the one who breached his Terms of Settlement.**

**AGC evidenced in the hearing that it knew the reason I had been approached by the eighth entitlee with the Deed and leases which was for an investment which the Deed was said to represent apart from any alleged fanciful investment in the vehicles. Hence AGC disclosed that the Deed represented a vehicle for the preservation of my childhood investment should I not have breached.**

**This at the time caused some consternation amongst AGC personnel in attendance in that, at the time, I did not understand the connection of the Deed to my childhood settlement and that the Deed was meant to both recover and preserve that accrued settlement, that I not be defrauded.**

**The judgment by fraud, or by deception/concealment, was also an assault upon the Court to which, if it pertinent and laid out before the Court, the Court should stop everything and set matters aright and make strong response, whenceever it comes, which includes vindicating the victim approached for financial gain.**

**The fact that there was a judgment by fraud/deception/concealment in 435/93 which hit home in the period around 20th -30th June 1997 puts a whole new complexion upon the matter and calls for a revisiting of the initial diagnosis of mental illness that arose directly out of it. That mental illness, if any, was shock.**

**20th June 1997 matter set down for Notice of Motion for Creditor's Petition by AGC against plaintiff to bluff, scare and shock plaintiff into paying them my settlement after Comer had already exceedingly recovered the moneys as investment loans.**

**30th June 1997 plaintiff in state of shock enters Cummins Unit at Royal North Shore, for a respite of a week or two for a break from the onslaught, exhibiting signs of distress and shock and misdiagnosed as having delusional schizophrenia and imagining it all by psychiatrists who lacked training and competency to recognize palpable shock arising from a judgment by fraud/deception/concealment, which the plaintiff submits is probably quite common. Plaintiff subsequently captured in the no escape system for 19 years due, arguably, to financial exposure in his favour.**

2nd September 1997 AGC 's Creditor's petition dismissed in the Federal Court as plaintiff's birthday present that day. AGC did not submit its sought after amount in Plaintiff's subsequent debtor's petition bankruptcy (annulled), of 4th September, as it could not due to there never having really been any debt, due to the judgment having been achieved by fraud, as it thus admissively disclosed. Were there ever any debt or were the matter of costs not taken unilaterally in hand by the ultimate 1966-1996 client, Akzo Nobel, purchaser of Chemical giant ICI, parent company of the chemical dumping entity/ies at Bressington Park in 1963, the Byrnes syndicate's alleged former client, who approached me to allegedly recover costs via Doman and Simpson in the garage contents acquisition matter in 1994-5, 8149/98, AGC would have submitted a claim for its verdict and as well for its costs but disclosively it could not for one reason or the other. By this time the plaintiff's business and livelihood had been destroyed by AGC's relentless action to recover his 1966 settlement with interest.

25th December 1997. Plaintiff's Centrelink card intentionally gifted to him on Christmas Day with sought fresh evidence in form of digits 792K to evidence relationship to his 1443/64 case to the judgment by fraud / deception / concealment to show 1 in 26,000 odds linkage with net settlement figure of $7,931 (7920+11), and not to be disclosed amount of $9,500, also to be found in the card number 207 509 792K, as evidences to the Court that the origin of the Centrelink stream of payments (DSP = damages support pension) arose from a needing to be evidenced judgment by fraud / deception / concealment with its origin in the net settlement amount of $7,931 of 20th June 1966 which matured on 20th June 1996 and gave rise to the induced shock driven “breakdown” of 30th June 1996.

25th May 1999 Plaintiff by chance uncovers 1443/64 file from Supreme Court archives and discovers as yet undisputed computational date and amount linkages between events in 1990 and events in 1966 evidencing that the events were connected and realizes he had been taken for a ride and 1995 hearing in the Parramatta District Court had been a hoax and he had, as an investor, never been at fault. Plaintiff subsequently advised Dr Allen of Ashfield Community Health of his discovery and that there is no further reason for him to stay on in the system and that he wishes to go as his remedy lies in the courts but is invited to stay on so stays in the system as a guest.

23rd December 2003 Like Centrelink card six years before Plaintiff given written apology by new owner GE Capital Finance (who had bought AGC from Westpac) on behalf of AGC as Christmas present for any inconveniences that this matter may have caused such as delay in achieving lasting settlement and judgment by fraud or by deception.

25th May 2005 Plaintiff refiles against AGC but met with successful motion that there is no cause of action against AGC as AGC had been onsold.

23rd May 2012, 20th June 2012 and 16th November 2012, Plaintiff puts Notice to Admit Facts to various parties and all parties admit all three times pursuant to section 17.3 of the UCPR that all is as the Plaintiff has found and set forth.

Pursuant to leave granted to relist and advice to obtain legal assistance given by Justice Schmidt of Supreme Court, Plaintiff returns to Public Trustee to seek to again assist, as in times before it had had carriage of the matter, and pursuant to 1970's invitation to one day return, is directed to file in Guardianship Tribunal. Plaintiff accordingly files and is met with hostile take over counter application by Croydon to gain control of his finances and wrest control of his case from him. Plaintiff's application succeeds and Croydon loses and plaintiff gains satisfactory outcome. Plaintiff approaches Public Trustee who declines to comply with the Tribunal orders and recover and manage the financial assets that arise under the Deed.

2nd September 2014 Plaintiff decides to drop interest rate on loans from 27.5% to 14% and thereby not be covered by the Credit Administration Act. On 25th October 2014, 24th January 2015 and 11th April 2015 Plaintiff writes to borrowers and receives responses inconsistent with the respondents being borrowers.

26th February 2014 Plaintiff attends further hoax hearing in MHRT arising from his having given written advice of tripling of rent on a property on 1st February 2014 to $6,000 per week to force tenant out. Tenant subsequently leaves.

On 10th March 2014 Plaintiff reacts to hoax hearing by calling the bluff and throwing down the gauntlet and issuing a Dispute for Consideration, the so called Civil Bet, that he does not have a mental illness and Civil Bet offer is taken up as demonstrated in letter of 18th September 2015 (annexure I of affidavit of 18th November 2015). Equity stake for Civil Bet is backed up by his equity under the Deed of Agreement, then at 98th quarterly rest ($1,089 million), so plaintiff has financial capacity to issue Civil Bet against miscreants.

9th & 13th September, 1st November and 9th December 2013 Plaintiff writes to Westpac, former 1990/1995 owner of AGC, to achieve settlement but demand unresponded to and admissions made pursuant to section 17.3 of the UCPR.

4th August and 2nd November 2015 Plaintiff writes to Ms Jillian Skinner and ms Pru Goward, Ministers for Health and Mental Health decrying persistent breach of section 68 in the system in that patients are denied their rights to appropriate information on treatment alternatives. Three independent lists of treatment alternatives are drawn up and favourable Ministerial received.

18th June 2015 After receiving responses inconsistent with status of borrowers, Plaintiff decides to proceed under Deed of Agreement as the cleaner neater recovery option is seen to pursue recovery agent Byrnes, as head of 1990-1 recovery syndicate, and on 18th June 2015 writes to Byrnes for response and to repay or lien over all his assets will be taken and foreclosed upon at law.

24th September 2015 Byrnes throws his hat in the ring and sides in writing with opposing side in civil bet alleging mental instability.

18th September 2015 Deed of Agreement equity rises to over $2 billion so plaintiff ups ante to $2 billion and is not opposed and so civil bet stands at $2 billion.

15th December 2015 Justice Lindsay finds plaintiff lost civil bet and 8 entitlees each win one eighth share in civil bet being $250 million each.

18th November 2015 Civil bet stake raised to $4 billion by Notice of that date.

24th February 2016 Four new Croydon / Tribunal members clamber on board civil bet and now 12 entitles share in $4 billion being $333,333,333.33 each.

By May 30th 2016 Plaintiff has by now drawn back 8 entitlement shares in the civil bet from eight fully informed winners (2nd, 4th, 5th, 6th, 7th, 10th, 11th, 12th) who have willingly repudiated or abandoned their wins and so evidenced that Plaintiff does not have a fictitious mental illness by updating and making money out of his equity by the valid retrieval process of the civil bet and so has aggregated funds with which he is at liberty to parlay.

The Plaintiff, as an investor by an Order of the Supreme Court, was entitled to parley / civil bet his otherwise irrecoverable entitlement with individuals who took up stances and those in breach so as to reinvest his seemingly impossible to recover outstanding moneys and now has retrieved from eight of the entitlees in the lesser amount. Plaintiff has drawn back $2.67 billion, as at the 103rd quarterly rest, by either manner of reckoning, due to his not having been the one who breached the Terms of 6th June 1966 on 23rd April 1990.

12th April 2016 Second defendant discloses its defence by saying I was the one who breached the Terms of Settlement on 23.4.90.

The fact that eight to nine psychiatrists have confirmed a diagnosis of psychosis and schizophrenia and perpetuated a mistruth in the face of financial exposure stemming from a judgment by fraud / deception / concealment and its palpable temporary effects, till the finding of fresh evidence in 1999, clearly demonstrates outstandingly the uselessness of psychiatry as the stand alone treatment for people in shock or as a tool in the courts shows and establishes that these psychiatrists have little to no training in dealing with people's reactions to adverse situations, instead citing them as mental illness when they are reacting to adverse fraudulent, deceptive or concealment circumstances. The remedy lies in the treatment alternatives of law therapy and traccounting, not psychiatry which the plaintiff asserts is here proven damningly by this case for all time to be of marginal utility.

In the light of the Deed of Agreement where I am owed a large amount of ever increasing money due to not having breached or repudiated, the provision of the fresh evidence on my Centrelink card for Christmas 1997, in response to my grounds for my motion of 20th June 1997, linking my legal matter with my alleged disability, as an evidence to the court, would quite clearly indicate that the reason I am being kept in the Mental Health system for 19 years without release, given that I will not pay a bribe to get out, is because there is a large amount owed to me such that a mental health defence seems the only defence left to the State of New South Wales or perhaps rather to the ultimate debtor defendant. Hence the continuing ever more tenuous diagnoses are a farce and designed to delay my recovering my settlement which only increases the inevitable interest to me as an investor by an Order of the Supreme Court.

Your Sincerely

David Murphy

Plaintiff and Investor by an Order of the Supreme Court.