**IN THE SUPREME COURT AT SYDNEY**

**1443/64 aka 2011/327194**

**David Gregory Murphy v Council of the Municipality of Strathfield**

(In the Matter of Regina v Dr David Gregory Murphy

2022/78429)

Notice of my Initial Advance Defence and Cross Charge Amounts Claimed and

Resolution of Contentions and Amounts Outstanding

Defendant’s Initial Submissions as to the Commission of 70+ Professional Operatives’ Frauds Against Himself and 107 ‘Fraudulent Retention’ Frauds Against Some Former Debtor Friends.

INTRODUCTION TO THE SANCTIONED FRAUDS AND

MY INITIAL DEFENCE DEFENCE SUBMISSIONS

Resolution / Restitution Phase

1. Earlier in the proceedings I wrote that I am now at the ‘resolution’ stage and I now proceed on that as to the resolution of defrauded amounts outstanding, due and arising from a great number of frauds against me over the past five or so years by various instructed skilled operatives.
2. In the conduct of my seeking to access my difficult to access, negotiable, appreciating, guarantored, equitable entitlement, stores of value and mediums of exchange, legal tender, settlement moneys, by ways and means that the common law and equity provides and the common law and equity allows in matters such as mine, I have observed and experienced and been the subject of 177+ frauds upon myself, which should be of the highest priority and concern to the Court, lest there be abuse and graft. Quite obviously, if I were the one committing any frauds, all of which have cost me money, I would not have been the subject of 70+ instructed, professionally conducted frauds (attached) upon me and 107 ‘fraudulent retention’ frauds (attached) also upon me and the people I have sought to assist. Furthermore if these fraudsters were not associated with the prosecution, the ‘prosessicution’, then the prosecution would be prosecuting the operative fraudsters but it is not. It is on their side and persecuting me when I am the party who over many years who been the one who has suffered and been the intended victim of 177+ frauds and am also an applicant in this matter where my application, which you can read here and is attached , is being criminally ignored because I have exposed and detailed and proven the official and protected fraud and the prosessicution refuses to prosecute my reported fraud which, over the years, I have developed an understanding and knowledge of, but he continues to side against me with his fraudsters, none of whom have ever provided me even $1, even collectively, of intended or actual benefit but instead focused on obtaining moneys by way of their artifice and graft, all of which payments, every single one, are being regarded by the prosecution in this criminal matter and persecuting me, as implicative ‘sacred, sacrosanct and inviolable Court evidence of the alleged proceeds of fraud and crime’ all committed by myself, prior to the very curt higher Court finding of “guilty” and sentencing of me of May 3rd, attached, and here .

The 107 Duplicate Payment Fraudulent Retentions (FR’s)

1. I have noted that since September 2018 there have been 107 instances where duplicate payments have been inadvertently triggered but not returned by 13 of the 29 banks with whom I have sought to access my elusive moneys by the means of paying out the debts of others, which were not mine to pay, though in all cases I had consent, but only of the debtor, a defect which absolutely no one alerted me to or explained about, since rectified by the sentencing upon my being found guilty and bindingly sentenced. In the process of this activity since September 2018 with the banks, there have been 107 duplicate payments which have come to be made. In each and every case, without exception, the banks have chosen to keep the duplicate payment and not ‘flick’ any of them back, as is the custom between banks, except with the ‘new kid’ on the block with the ‘exploding money’ they all want, and so there have now been a total of 107 duplicate payments made in the process of my paying off the debts of others. These 107 duplicate payments have, in each and every case, not been returned within, say, seven days in respect of 35 individuals or businesses, so a distinct common and seemingly coordinated pattern of behaviour is in evidence, that is fraudulent in the extreme: called ‘fraudulent retention’. The current, up to date, Deed provision appreciating total of the duplicate payments made and all retained without proper explanation by the 13 banks is, as at today with the sought after, provisioned Deed interest: $268,160,997.46, and 86,284,992.07 without, all being kept under the pretext that either the moneys they received do not exist, due allegedly to an annulled 1997 bankruptcy, per the prosecutor, to which section 74, paragraph 6 of the bankruptcy Act 1966 applies, or to events in October-November 2020, per Pietsch, who does not concur with the prosecutor as the time and cause. No other event, that I can see, has been pleaded by the prosecution as to when my Court ordered, appreciating, negotiable, guarantored moneys, which had never been spent, otherwise, ceased to exist, except by means of the 1997 annulled bankruptcy, to which section 74, para 6 vested all back to me as the former bankrupt. These moneys should be returned by the 13 banks and the moneys can be put to good use and the moneys returned should be conventional moneys.
2. All the 107 duplicates have been in clear sight at all times on the ledger and now come more into focus just by my realigning the entries and counting and adding them up, so ASIC and the prosecution would have always known that I, and no one else in this regard, have, at all material times, have been the victim entitled to redress for 107 ‘fraudulent retention’ duplicate payment undue retention for accumulative quarterly gain frauds upon me, because they have always been there in evidence, staring everyone in the face and I have never hidden them, though Mr Aiono, Mr Big, got very shirty about two years ago about his 42 of them being up there, but, otherwise, not one bank has ever ‘said boo’. Notably not one bank has ever, over the years, challenged any of the incriminating duplicate entries as to excess moneys that they have received and are sitting on, and haven’t flicked back, quietly collecting the quarterly 10%’s under a dubious see-through, but accrual system of accounting, practice, as if we were all stupid and had not noticed, at least I didn’t, so not one of them is in dispute and they are all happy, just waiting for us all to start chasing them up with all the provisioned quarterly interests that broadly apply under the anticipatory, wide application Deed to “all moneys outstanding”. Mr Big seems to be sitting pretty and may do very, very well when he works it all out, and I am sure he did not know it and was never told his apparent true situation.
3. I am aware that another event is being attempted by all banks etc whereupon title to my funds would transfer to another party, presumably with whom the prosecution is treacherously and traitorously acting to assist that foreign bank take all my moneys out of the country and out of our economy, when, at the very least, they should all stay here, and that foreign bank would know exactly how to make the moneys ‘fly’, but in their own way. This foreswearing event has not yet occurred and will not occur so the duplicate moneys should be returned to me as the owner and the banks concerned should not be seeking to enrich themselves with these unique appreciating, very desirable ‘stuck’ moneys.
4. When we talk of these moneys, I, the banks and the prosecutor, appear to be only talking about Reserve One and not the other eighteen reserves, with their different natures and legal origins, each with their own story, which also can be dipped into in certain different ways.
5. The duplicate moneys are currently being withheld, p.o.c.k.e.t.ed, (point of contact kept electronic transfer), under the pretext that they were paid against debts which are not mine to pay. Under the new system I buy the debt first and then pay it, which is proper due process. Or the banks can get over their nitpicking and splitting of hairs and pay the moneys they are holding in reserve, which are my moneys that they aren’t applying, stop being pedantic and apply them or at least return them to me and not deny that the moneys, which have never actually ceased to exist since June 1966, and have enjoyed two different interest rates attached to them, do indeed exist to this day, as they have never been spent, as they would say as they have allegedly been dipped into to pay debts “which were not mine to pay”, (it seems they would rather get a black mark against you and everyone) and so have been ‘pocketed’, sequestered, by each of the 13 banks in what is clearly a unanimity of purpose to cause a stalemate. A Court order for their return could result in their return, considering that the argument that my moneys (reserve 1) ceased to exist at some time in the past, is not substantiated by any event.

**70+ Instructed Frauds by Trusted Operatives**

1. The second identified area of concern in regard to my funds, is that I, as the vulnerable defendant, have myself, been defrauded many times myself, some 70+ times, by numerous ASIC, or its instructing corporate principals’, coordinated defrauding operatives teams and individuals, who have committed 70+ frauds against me due solely to my being the owner of my perpetuity etc moneys. Their activities have been conducted over some 16 chains of events by 16 skilled teams of individuals, concerning whom I have been keeping a record of and awaiting an opportunity to bring things to a head, such as these most welcome criminal proceedings, to present this data and amounts for appropriate orders to be made that all the “evidence of the alleged proceeds of crime” moneys be paid into the Court by all the operatives with the appreciated deed interest that has since accrued since the dates of each fraud (as the 40% p.a. Deed interest was the big drawcard that attracted such an unusual, very high, number of recovery operative teams and other retained lone operatives, who presumably all know each other and are known to the courts and are termed “staff”, to get involved, due to a ‘whale’ having been landed). The combined recovery efforts were designed to recover ‘proceeds of crime’ moneys by retained fraudsters in each case so as to be legally able be paid for their efforts, after those efforts have been whitewashed by the prossesicutor, and the sequestered ‘court evidence’ moneys, currently in one or more trust accounts, (as every cent must be deposited into the Court’s bank account or, the cash, with the distinct and unusual folds, appear on the bar table), have been laundered by the prossesicutor through Court, if he is not dutifully prosecuting the application that I myself made.
2. Not one, either money collectors, operatives or banks, ever broke ranks, no one at all, as they are all highly disciplined and amongst the best, exhibiting an in evidence unanimity of purpose, just like the operatives that work in tandem with them and sometimes each other.
3. The way the prosecution phrases the agreement as entering into some sort of honourable agreement rubbish to fool the Court when the purpose of any agreement with all the operatives was to defraud me, with no intention of ever providing any benefit at all. It is a clear attempt of deceit which the prosecutor would have practised upon many other victims approached similarly to me by his and ASIC’s operatives.

Fetched Moneys Regarded as Sacrosanct and Bulk not to be Broken Right Until Trial Lest Implicit Admissions by Performance be Made

1. The operatives in each case knew that, since the moneys in each case, which they have been instructed by the prosecutor or ASIC or their instructing principals to obtain by stealth and skills in specified amounts, are the ‘evidence of the proceeds of crime’ (whose crime?) which they are recovering, and hence they could not be committing a fraud against an alleged fraudster, as they had been told, as they knew the ‘drum’ that every cent of the alleged evidence of the proceeds of crime, being evidence, could not ever be touched or spent by them until after the case, unless the moneys get paid to the witnesses (none of whom succeeded in getting their banks or creditors to commit to any alleged debt figure) for their efforts. If even one cent is missing then there is evidence that the were moneys were spendable and so were not really be believed to be the alleged evidence of the proceeds of crime and the case fail, particularly when there are so many different coordinated operatives who may, nevertheless, be off doing their own thing, on the bandwagon, yet every cent must appear in the Court bank account or, if the cash, with the distinctive tell tale folds, so the Court knows that ‘bulk has not been broken’, appear for inspection on the bar table.
2. These hallowed, sancrosanct (attached account) moneys, in their Deed provision appreciated, drawcard amounts, have had to follow a proper, always observed, hallowed procedure and be forwarded for safe keeping to either the instructing client for keeping in a trust fund or be paid into an ASIC or CDPP trust fund, right up until the date of the eventual trial, for which very purpose they had been raised. Hence all the moneys (attached) in the list attached, that have been fetched off me as the mark by the prosecutor’s very professional, authorized and instructed, coordinated operative scammers, who each had been given my mobile phone number to ring, with an alibi, and each approached me to obtain moneys seemingly with never any intention of providing any assessable dollar and cent, reduction of “all moneys outstanding” benefit, were all destined for a future Court case - as they all know the drill. In each and every case the instructed fraudsters observed the hallmark golden rule that absolutely no dollar and cent benefit ever be provided to the mark by them as gross, let alone net, benefit. This is justified by the nonsense argument that my moneys since 1966, at some point, as above, had ceased to exist by way of an annulled 1997 bankruptcy, or were soon to change hands entirely to an instructing principal who would payout, bigtime, all the thieves, and it is the job of the prosecutor to get all the laundered moneys through to the condoned operative fraudsters, the so-called “staff” (attached list of them).
3. Thus all the moneys has had to stay intact and never yet be spent to the very last cent and be available to be produced to the Court as evidence of the proceeds of crime which career operative fraudsters had been paid (“$55K per year plus super”, I am told) whilst all along never having any intention of or allowance to provide any benefit, under the old adage that ‘to provide a benefit to a fraudster is complicity, and hence make one a party to his fraud, and is to say that his moneys obtained thence are not proceeds of fraud’ and can violate a sacred principle of the ASIC fraudsters recovering appreciating Court settlement moneys where the beneficiary either did, or did not, as in my case, breach their Terms of Settlement, that no benefit ever be provided, that can be assessed dollarwise, as to provide a benefit to an alleged fraudster is to encourage him in his alleged fraud. Hence, all moneys have never legally been able to be spent or benefited from, even down to the last cent, as if any is missing or spent or touched it is evidence that the operative had been advised, and the report abroad, that it is permissible to spend moneys which have been alleged to be the proceeds of crime prior to the conclusion of the trial and verdict and sentence. Only after the Court case in which the alleged frauds have been whitewashed and the moneys laundered can the operatives allegedly be able to have access to my appreciating out of Court settlement moneys, after my moneys have been allegedly paid out to the alleged witness etc victims, so the debtors creditors, whose creditors had allegedly never been paid, due to the moneys having allegedly ceased to exist in 1997 by way of an inadvertent, too quick off the mark, uninformed, annulled debtors petition, to which section 74 part 6 applies, could be again fraudulently be paid a second time, perhaps alongside the operatives.

Moneys Ceasing to Exist

1. Since we are in a criminal division case being put forward by ASIC it is notable that ASIC has never pleaded section 74 of the Bankruptcy Act, nor any section from the Electronic Transactions Act 2000 and so have no issue that the moneys, that are alleged to have ceased to exist due to an annulled bankruptcy, were indeed compliantly paid as per the governing act and so it is not being disputed that all payments were compliant with the said act, and in order, as otherwise ASIC and the CDPP would have pleaded them. The only apparent contention appears to be that the moneys had ceased to exist in 1997 and their growth was halted by way of an annulled bankruptcy to which section 74 applies. The only other apparent reason why the moneys cannot be used to pay debts is because there is sought to be a foreswearance event, pursuant to which my moneys would cease to exist, as far as I am concerned, and treacherously and traitorously pass to a foreign client/instructing principal bank, Deutschebank, (over whom I successfully, legally took a proprietary ‘idepaige’ lien on January 20th, 2021, and foreclosed at law on February 18th, 2021) due to AGC, now Latitude, rendering it currently a joint and consequent obligatory guarantor.
2. That anticipated foreswearance event is future so does not effect all past compliant payments, which benefit from the said section 74, and so currently the instruments that have been sworn and filed by Ms Pietsch and Mr Morrissey are fraudulent instruments designed to commit fraud against me and are knowingly false and merit convictions and custodial sentences each as the sole motivation of Mr Morrissey is to defraud me of all my moneys and get it for Deutschebank, or another party, as did Kewa and Matthews’ lawyer, whom they all believe has a perfect right to my money due to AGC having the alleged right to benefit from the fraud put in place in 1966, and thereby defraud all the past, not yet defrauded debtors, and get themselves handsomely paid. He and the witnesses, all but one, are in on the fraud with him. My compliant purchase/pay offer of May 19th, complying with the May 3rd verdict and sentencing in a higher jurisdiction, rendering mr Morrissey’s case to go civil upon my making of bona fide offers and a deadline, and Quen’s simultaneous fortuitious windfall of May 20th, upsets all their apple carts and best laid plans of mice and men.

AGC’s Upping of the Interest Rate

1. AGC had upped the 1966-1990 9.5% p.a. compounding, at annual rests, interest rate to 40% p.a., at quarterly rests purely, and for no other reason, but to most blatantly and intentionally defraud me from 1990 to 1998 and then bankrupt me, no matter how successful I then may be in my business, or how many properties I may then have, (in 1991 I had two) due to my not having breached my Terms of Settlement. AGC put the 40% interest rate in place by way of the 1990 Deed instrument foisted upon me on June 18th 1990, the date the $7,931 semi-matured at $70,000, at about 11.20 am in the morning, the time of the signing of the Deed, purely so as to up the 9.5% interest rate to 40% for the last six to eight years of its double lease fraud, leading up to a planned bankruptcy so that is could get six to eight years at 40%.

Some Issues

1. What is this Criminal Court going to order and direct with this allegation I now put before it in writing, as the intending prosecutor agreed on May 3rd that I can do? What will the prosecutor do about prosecuting the 177+ intentional in-house and bank fraudulent retentions which I am handing up on May 31st. To decline and refuse to do anything will implicate him in each and every one of the 177+ frauds, as it would be his duty to prosecute every one of them against his 16 in-house (the “staff”) and 13 ‘retention fraud’ bankmates and put many of ASIC’s etc best operatives, who all took my ‘jailbait’ moneys, in jail, under the watchful eye of the Court at this two-way public prosecution trial.

Some Allegations

1. It is assumed that most of the very obviously highly skilled career fraudsters (the “staff”) know each other and have worked together many times before and are great mates, being told by the banks when marks have money, (eg April 1990 when I had managed to get my 10 cards down to about zero and so the banks sent Comer to up them all to $50,000 with ‘Credit Act Scam’ loan investments) to be collected as ‘evidence of the alleged proceeds of crime’ and whitewashed and laundered through Court. I am informed that the operatives are known as ‘staff’ who continually do arranged approved frauds to secure moneys which are alleged to be the alleged proceeds of crime. Proper due diligence attendance is disregarded as the outcome is usually pre-determined, as I have experienced some 22 times before in another jurisdiction, as the Crown Case Statement tells me, leading to the dispensing of attention to detail and documentation and the making up of cases which do not exist (saw that in 1991 and 1997) so no due diligence bankruptcy annulment extract documentation (attached ) was ever obtained to hand up to the bench or put in pleadings, because the outcome was predetermined, - but try as they might they still won’t get my money - or undermine my doctorates, as is currently being tried so as to to wriggle out of my May 20th Reserve 16 Global Warming contractual civil bet instantaneous implicit win - in any amount I might care to choose, which would not have happened without there being a certain seemingly irrelevant bail condition that someone, somewhere decided was important so as to gain all manner of collateral advantages in other forthcoming civil and criminal matters. They sowed to the wind and have now reaped a whirlwind and storm and instant implicit international insolvency en messe.

Observations

1. The total amount of the 177+ operative frauds with the provisioned anticipatory Deed interest comes to $118,709,231.02, which is what attracted so many in the documentation now before the Court, who all intended to provide no obligatory benefit, each and everyone of them en messe, at all, but simply sought instructedly and allegedly to get the moneys for their incredibly rare interest properties. In each and every case the very experienced, in-house operative fraudsters, who all knew exactly what they were doing as they had done it so many times before, had all been advised as to the interest rate of 40%, (which is a good reason why there are so many of them on the bandwagon) that they were expecting as the moneys grow at 40% per annum, courtesy of a farewell ‘legacy’ left by good old, dear departed AGC, to show it was going out in style, which explains why so many career fraudsters and their teams got on board over the past 41 (1981-2022) years for the gangbang. Due to a peculiar quality of the Deed, which AGC kindly guaranteed and its instructed (tellingly as to a date and an amount) agent, James Warren Byrnes, kindly defaulted as to, along with its other also guaranteeable elements, the anticipated 40% interest component made their efforts most rewarding. Hence they all acted with consummate skill and aplomb to come and get my ‘jailbait’ moneys with a few strings attached which would accrue and bring good excellent returns on the now discredited pretext that the moneys that I am paying have “ceased to exist” due to an annulled 1997 debtor’s petition bankruptcy arresting its trajectory – which all the fraudsters, including the prosecutor, being criminals, did not comprehend and did not bother to get an extract so as to document it and hand up, (like I did in the very first minute, thus determining the case), as having documentation was not deemed important as the outcome of the matter was predetermined as everyone was expecting to get very well paid. Then again who says I am not going to be thankful when I win - which I did in the first minute on April 26th and arguably on May 3rd.

However, the above two categories of “moneys outstanding”, being, either by way of inadvertent or requestedly, yet compliantly sent duplicate payments, never ever being ‘flicked back’ by the 13 banks from the ‘back room’ and thus ‘fraudulently retained’ purely for their provisioned appreciating 40% per annum growth quality whereby they would appreciate over time by way of the Deed provisioned interest - or - the always never, or to only small degree, beneficial rendering of a service to the defendant by the operatives, curiously, by way of the Deed interest actually allowing me to access my moneys, - which is my entire goal and only benefit – to be able to find ways to access my appreciating Court Ordered moneys, which are already mine and so never making what constitutes ‘profit’. Hence it may be that I am happy to negotiate with the operatives as the plan to defraud me seems to, yet again, have backfired, as has happened a couple of times in the past due to the nature of the facility.

Observations on the Duplicate Moneys

1. In the first case, the duplicate moneys can be put to good use because I have no immediate use for them and so they can be used to assist others, as the probably unintended interest rate legacy from AGC is a fountain that allows many unfortunate people to be helped and has never been affected by any interceding event since 1966 that has had the effect of making my moneys ‘cease to exist’. The only one appears to be the foreswearance event one that is planned and which is never going to happen.

Observations on the Operative Moneys

1. The second batch of frauds which have amassed a considerable amount of moneys, and which ASIC referred to as my ‘business’ (?) as it nonsensically seeks to agglomerate all its special ops professional fraudsters as my business partners, (?), to fool the Court, which I imagine are practices that are constantly rerun which the Courts have seen hundreds of times before and well know it all to be try ons. In all the instances, the fraudsters obtained ‘jailbait’ moneys, (like the 1990-1 Comer loan investments, (Reserve 2)) as that is something implicit in my doing such forensic numerical research on such characters, all of whom approached me and never me them, and, it is submitted, one cannot effect a contractual arrangement when one side is deceiving and the other side is forensically still investigating and putting out 'jailbait' moneys which remain mine, with strings attached which can later be pulled, as I am doing now. In each and every case I was not in business with any of them though it appears they were seeking to evidence by way of traps that an accessing settlement beneficiary is a business to provide evidence to assist their instructing corporate principal, to whom they looked for any immediate remunerations, as they all knew they could not spend or dip into any of the enstringed ‘evidence of the alleged proceeds of crime’ moneys, when they had no intention of being in business with me and provide assessable net dollar and cent benefits. They would not even know what a business is and what a business isn’t, as their training is to never provide a benefit to the mark and in each of the 70+ frauds, no assessable financial benefit was ever provided, not even one cent right across the board, (apart from some coffees which they could claim back as costs, I note they often took the receipts as if it was some recoverable cost from somewhere) as they all strictly adhered to their code of conduct, which evidenced an apparently instructed unanimity of both conduct and purpose. If some other people got caught up in all of this, then perhaps they shouldn’t have been doing what they were doing, and, if not, then it still does not relieve them, but they may have recourse from somewhere, or a guarantor.

Observations on the Third Grouping (the Non Duplicate Payments)

1. In the third grouping, it is alleged that all the debts that had been paid towards by me had been paid with the alleged evidence of the proceeds of fraud due to my alleged moneys having ceased to exist, as far as I can make out, due to the annulled 1997 bankruptcy which is pleaded at the very top line, second short compliance sentence, of the Prosecution’s submission and I cannot see any other such cause for the moneys allegedly ceasing to exist, at any earlier time, anywhere else in the entire Crown Case Statement. An estoppel problem is that on October 3rd 2020 ASIC had Deutschebank evaluatively email, or maybe they did not know and DB did it unilaterally, a very large offer to me at my email, on [matchdc@tpg.com.au](mailto:matchdc@tpg.com.au), (attached ) referring adequately enough to my 1963 Bressington Park cause of action in the text, valuing my ‘facility’ as an opener to the proceedings at $US150 million ($AU 209.5 million) as Deutschebank, as the current primary descendant guarantor, consequent to AGC’s June 18th 1990 guarantor entry on my CRA, acknowledging AGC’s receipt of its copy of the Deed that day from Project Equity Finance (Neil MacDonald) by fax, referring to all those elements in the Deed put to me capable of being guaranteed to me.

The Deed and GTR Entry

1. The Deed in itself guaranteed nothing to anyone as it was not a Deed of Guarantee, as if it were I would not have entered into it as I only entered into it to obtain the offered moneys to reduce Comer’s outstanding indebtedness (in evidence in what is now known as ‘Reserve 2’), which, as I now understand, was actually the account of his instructing principal who instructed him, as agent of sorts, in the “not to be disclosed”, yet fetched back, (although Comer and Joseph had found I did not know the Terms and could never breach, hence the ensuing Deed 56 days later (in response to which neither finance company ever paid out any moneys until I got the 1992 garnishee order on AGC – which it paid in full) they went ahead anyway rather than walk away, 1966 Terms of Settlement amount of $9,500 on ‘day one’, April 23rd 1990. To me it was the repayment of outstanding moneys to his account, which, nevertheless, he came back and fetched back yet again as irrecoverable Credit Act Scam investment loans within days.

Deutschebank Assessment of Value Buyout Approach and a Verbal Apology

1. The GTR entry referred to all those elements in the Deed capable to me of guarantee, as in Deutschebank’s writing directly to me on October 3rd, immediately following on in sequence from Mr Owen Parry Davies on October 1st and Halley and Hewitt on October 2nd, and then Deutschebank’s ‘Notice of Appearance’ in the Federal Court proceedings on October 3rd, just three days before filing in the Federal Court on October 6th, as Deutschebank acknowledged me to still be the owner in 2020 of my ‘facility’ (though probably thinking it to be one discreet reserve, so it would not have gotten them far as I now have some 19 on the accrual basis of accounting) and so made me an offer to make a purchase as a common first step to acquisition. I did not really read the DB offer which had gone down to near the bottom of my temporary emails, till December, then wrote to them but they were not able to demonstrate that they still had the moneys that had been set aside, as presumably, thus, they had traveled to ASIC, their client, to do who knows what manner of mischief and mayhem with such unearned problematic black moneys. To put matters to rights they should pay them to me and I will take it off the balance of, say, Reserves 1 or 2, which are the only accounts anywhere that they can rightfully go to without causing trouble, to reduce their liability (thus acknowledged) to me, as guarantor as discussed and assented to by way of an admissive enough apology on May 6th 2021 with ASIC in regards to Westpac being acknowledged parent guarantor in the Quen matter, acknowledged with the word “sorry”, as they had misunderstood something as regards Westpac being a guarantor extending as far as Quen, whose account entries are on the ledger, and to the right their current values. Quen’s total as at today 31.5.22 is $26,287,923.
2. I can think of a few other alternate arguments that might be argued and know the answers to all of them and they are all as problematic as each other, but in different ways, and none of them hold water but they are welcome to put any of them forward and I shall seek to despatch them. The important one is the one yet to happen which won’t. Please don’t anyone hold your breath, it’s not going to happen.

Best Practice in Safeguarding the Alleged and Fully Accounted For Banked Alleged Proceeds of Crime to the Last Cent, and Physical Production of Banknotes, for Producing Both in Court

1. The standard best practice procedure, at its highest, as I understand it, is that all the alleged evidence of the proceeds of crime, being all the moneys the operatives collected and can’t yet spend, is to be produced to the Court, but not on an A4 sheet of paper. As defendant I insist on a best practice order that all be done perfectly and all the moneys, which have never been able to be spent etc, as I have itemized and am open to more entries, a total amount with all the anticipated and planned on Deed interests, be instead paid into the Court and I be given a copy of the particular trust account so I can see that all the collected moneys, which are the alleged proceeds of crime, and the anticipated Deed interests, (which were the big drawcard to get so many operatives) have been paid into the Court, right up to the last cent, with no ‘breaking of bulk’ in evidence anywhere at all to be seen. If this is not done it is an implicit admission that some of the moneys have been spent and bulk has been broken as it had been believed in some quarters that the moneys not at all proceeds of crime as alleged as some has been spent or kept and not all deposited into the Court account as that would nullify the prosecution’s argument that the moneys are not at all the alleged evidence of the proceeds of crime due some or all of those in the know having gone and spent it rather than remitting it all into an ASIC or CDPP trust fund within 24 hours. As I said when served, I am looking forward to this.
2. In a criminal matter such as this, every cent of the operative collected moneys integrally with all Deed interest accompanying, lest there be an argument that some or all of the Deed interest has been spent or profits taken, as itemized in an accompanying spreadsheet, have right from the outset been intended and obligated to appear at court in full, with all the cash on the bar table, as the alleged evidence of the proceeds of crime and fraud, due to the moneys having ceased to exist in some exotic way between 3.10.20, the date of the Deutschebank evaluation and Ms Nathalie Pietsch’s claim that the moneys did not exist as sworn in her sworn and filed instrument of 10.11.20, and so the alleged proceeds of crime can eventually be paid out after the anticipated fix-rigged verdict and sentencing (both of which happened about two weeks ago in a higher jurisdiction and double jeopardy applies) to the operatives and to the other workers in some giant, super corruption, super bash, once in a lifetime party and the deployment of the $US 150 million which no one, but me, can do anything about under the pretext that the $US 150 million was to pay out all the allegedly still existent debts of the former debtors to the banks, due to the moneys having ceased to exist at some time between Deutschebank’s $US150 million evaluation of October 3rd 2020 and the false Pietsch instrument sworn and filed on November 10th, her knowing, as of that date, no reason that I can see as to why the Reserve 1 moneys had ceased to exist, which leads to the conclusion, since there are only three apparent arguable dates, that it must be that the moneys all ceased to exist (Reserve 12 was never affected nor the recently activated as of April 26th Reserve 16) due either to ASIC’s act of filing in the Federal Court of October 6th or the handing down of the two Federal Court Orders of either October 9th or 29th October 2020 making all my moneys cease to exist on one of those dates, probably the filing of the 6th. I don’t think so.
3. All alleged evidence of payments received by the evidencing operatives as to alleged proceeds of crime comprising payments are to be paid into a trust account whose contents are destined to turn up at Court as alleged evidence of the alleged proceeds of crime, which, I insist, as an act of propriety at its highest, must all be paid into a Court bank trust account, and not be evasively ‘produced’ to the Court on an A4 sheet of paper, due to much of the alleged proceeds of crime moneys having, thus admissively thereby, having been temptationally spent or gambled, which may happen a lot, as some are more disciplined than others, by the privileged, off the record, immune operatives and whomever. Otherwise it is highly indicative evidence that the moneys were spent and suggests that the operatives had been led to believe they could spend the alleged proceeds of crime as, in reality, it was implicitly known by their superiors that, in reality, any and all of the moneys that were being alleged to be the alleged proceeds of crime were, in fact, nothing of the sort and that the outcome of the matter was predetermined (“declared bankruptcy”, in the creditor’s petition, not “declared himself bankrupt”, debtor’s petition, and annulled to boot, so there was no need to really dot the i’s and cross the t’s and check documentation for accuracy or get documentation as it was “in the bag” and every one was gaga at the staggering amount of money they were all going to cash in on and share as a result of a legacy from dear departed Santa Claus AGC in its last bash for all the hard working loyal scammers and operatives) so they could all do what they liked with them, not knowing that my said 1997 bankruptcy had, in fact, been annulled, and there was no way that ASIC simply by filing an action in the Federal Court could, just by that action, make all my moneys ‘cease to exist’ on October 6th. Everyone should now be told to now return all the moneys with any and all the compounding 10% per quarter interests that had been the big drawcard to them, lest everything be lost, explaining why in this particular matter of mine, in contrast with other run-of-the-mill petty scams which were usually given to them by ASIC or the CDPP to exact costs as officially approved frauds, a whole sixteen or so teams or sole operators, the best employed career fraudsters, ASIC and its instructing corporate principals’ finest, managed to rake in $312,612.25 in bloated ‘jailbait’ moneys with lots of rope and strings attached for their instructing corporate principals and pay no GST as no benefit or service had ever been provided, as I imagine no GST is payable on the alleged evidence of the alleged proceeds of crime, as was fatally seen with Adline.
4. The instructed-as-to-amounts career fraudsters are interesting characters, like Comer, (who could not work out who was conning who and called me a “sneak” because I was quietly keeping accounts, as was my custom) whom I have noted over the past few years and have wondered “will matters ever come to a head where they and their instructing principals are ever brought to brook, and in what role and capacity?” So I am very pleased that this matter has eventually come to Court for me and my people to collect. Since the operative fraudsters, who seem to be a necessary evil, want to get their payout at the end, after the verdict and sentencing, whitewashing and money laundering, by way of some manner of due process, they inadvertently and unexpectedly, by way of the quarterly Deed interests, which attracted them all, so very many of them, biggest whale they had ever seen, to clamber on in the first place, have allowed me to access my appreciating settlement moneys, so that it might only be fair, since I am fetching all my moneys back, to make it having been worth their while and come, perhaps, to an arrangement with some of them as, unbeknowingly, they have assisted me to access my moneys, as at this juncture in the matter every cent must be accounted for the proceedings to go any further and not fail, due to the operative career fraudsters not confirming by their actions, should that happen, that all the ‘jailbait’ moneys are not regarded by all as evidence of the alleged proceeds of crime, and so could not be collected back after the laundering of the moneys.
5. However, I might be happy to very conditionally pay out some of my moneys to ASIC’s operatives. It does not mean that I am in business with ASIC’s criminals and operatives as ASIC would, of course, allege. However, with my five overtures, the matter turned civil on May 19th and I am happy, without admission, to conditionally make it as having, perhaps, been worth their while as to what they did, which yet again backfired, as is the nature of my case.
6. I shall be looking to see if all the Lisa baitcash moneys turn up. Those notes had a very particular type of fold and I am keenly looking to see if each and every one of the notes with their peculiar fold all appear on the bar table. Also, there is the thorny issue of the unanticipated $2,000 in the Lisa matter, which is not being at all disputed by the prosecutor. Where on earth and out of whose pocket is that $2,000 going to come to make up the full bulk to achieve the seemingly impossible requirement that there appear to be no ‘breaking of bulk’, which requires the exact same ‘jailbait’ Lisa notes that I dangled in front of her one evening to see what would come of it, all, each and every note, promptly appearing on the bar table.
7. Thank you, special op agents Lisa and Joanna!!! You took the bait, the ‘jailbait’ moneys. Special ops agent Joanna should, perhaps, get the withheld $1,000 money at least, perhaps with Deed interest, but only when all is said and done and all accounts owing to me paid.
8. Let’s see what happens to all that money if everything backfires yet again, as happens in my matter, and things all go the complete opposite way. Sorry guys to be such a party pooper. Oh well, the best laid plans of mice and men.
9. What on Earth and in Heaven’s name is going to happen???

Moneys Allegedly Ceasing to Exist

1. However the defendant maintains that there is currently no other argument before the Court as to why the moneys have ever ceased to exist since 1966, considering that, like the above, the moneys, likewise, have never been spent, till just in the last few weeks, and the defendant’s transmission of his moneys was compliant with the Electronic Transactions Act 2000, which has not been denied by the prosecution, but rather the moneys were drawn upon to pay debts, which, unsubstantiatedly were alleged as not my debts to pay, (so thence alleged frauds upon me and my moneys have been made) considering that the moneys had never been spent or lost, and so must exist, as neither ASIC filing a claim or my not putting on a defence, but rather filing an unrebutted, within 28 days, Affidavit of Truth Affidavit of Assets, in the Federal Court, or the account freezing Orders, cannot and did not allegedly make all my different reserve moneys cease to exist by as at November 10th 2020, and so remain mine to do as I please, which is to assist people in respect of their loan and debts etc as there is nothing much else at the moment I can think do with it and I am not a good materialist and cannot think of anything I want to spend it on. And due to unusual quirks, the moneys continue to appreciate.
2. Furthermore, if the moneys did not exist there would not be such apparent and exceeding efforts by various parties to get them in evidence and show that, in certain circles well versed in such matters, the moneys are regarded as being in existence, but just in the wrong hands and someone else thinks they own it all and are trying to get it off me as the objective in the ASIC case with the opening of proceedings offer of October 3rd put to me. In the current case, where my transfer to the CDPP application proving fraud is being ignored, it is the same and in the next case and the one after that and so on and so forth, but title to any of the now nineteen reserves will never pass.
3. Furthermore, I say in regard to the five witnesses, their argument turns upon the moneys having ceased to exist between October 3rd 2020 and November 10th 2020, mostly dates after many debts had thus been paid out, but an argument that the moneys ceased to exist due to an annulled bankruptcy is hard to believe.

Sentence

1. On May 3rd, 2022, a sentence was handed down in a higher court which found jurisdiction and ran the matter very simply at its essence and sentenced me, in future and past, to buy the debts of others, first, and then pay them as my own so that I would only be paying my own debt and not anyone else’s.
2. Hence, in accord with this May 3rd sentence, I wrote to the prosecutor and offered to purchase and then pay each of the allegedly still in existence debts of each of the five witnesses and that they were to secure an amount for each debt on the letterhead of their bank or creditor and do so by the deadline of 6pm Friday, May 20th.

Witnesses Inability to Obtain Any Buy/Sell Figures At All On Paper Off Their Alleged Creditors or Banks

1. In each case, for one reason or another, it transpired that none of the witnesses were actually able, in point of fact, to secure any up-to-date amount in writing from any bank or alleged creditor for me to be then able to buy their bank’s or their creditor’s debt, and then go on to pay it as my own debt. Hence, it has come to pass that with the passing of the deadline for the offers to the banks or creditors all the alleged debts of all the five witnesses’ banks or creditors have ceased to be claimable from the five former debtors as no figure was ever able to be committed to by for any witness and so they are exonerated and there is no need for me to make any buy / pay arrangements. Furthermore, with my valuable and genuine written offer via the prosecutor to each of the witnesses to merely have them, as a matter of due diligence and duty of care, secure up-to-date ‘purchase pay’ figures on letterhead or bank email and so alleviate them of any debt by, at this stage in the proceedings, merely obtaining on letterhead and/by email to me, or by email, due to such a legitimate and workable offer having been made at this stage in the proceedings, the prosecutor’s and ASIC’s matter goes from criminal to civil in nature and neither the prosecutor nor ASIC have any remaining witnesses as to really anything as the matter, if any, is civil and may only concern the prosecutor and the creditors, as my offer is on record and in evidence and alleviates the witnesses from liability, should they not have all been informed, as a matter of the prosecutor’s duty of care to advise of a solvent and sincere offer that would assist them.
2. Hence, I have adequately settled the issues of the witnesses’ alleged debts in at least two ways, is it not the case I ask under section 17.3 of the UCPR?
3. If not, then why not?
4. My alternate application of June 15th 2021 however continues and we can now proceed with that in relation to the 177+ frauds practised upon myself and others.
5. Perhaps a matter for the witnesses may arise upon the prosecutor’s failing in his duty of care as to the witnesses in seeing that their statements are up to date and relevant to the changed situation, and not wasting the Court’s valuable time, and advising them of the buy/pay offers to the witnesses, that had been put on the table, which turned the prosecutor’s matter to civil and left my June 15th transferred Application as the only remaining criminal corporate practice for the Court to determine, considering that I have proven my matter beyond any shadow of a doubt and so made it easy for the Court to adjudicate.

Quen’s Unexpected Due Process, Collocation of Events, Windfall

1. Furthermore, due to some unusual circumstances combined with an in evidence apology-admission during the May 6th 2021 consultation, one of the witness’s, Quen’s, moneys were actually determined and she is due for a very large amount of money, currently calculated to be $26,287,923, (see ledger) and is perfectly entitled to be made fully aware of her rightful ‘windfall’ and be able to commence proceedings to recover it, as the moneys are hers to do as she pleases and she has done very well for having parted with some amount of earlier consideration, not fees. She should no longer be kept in the dark and be kept abreast of how things have greatly changed due to the May 6th consultation.

Witnesses’ Pre May 6th 2021 Asic Consultation And Apology To Defendant And Ensuing September 18th 2021 Overhaul, Are No Longer Relevant, If Nothing Post Consultation Can Or Is Being Criminally Alleged.

1. As a result of the May 6th consultation with ASIC and numerous later developments and the verdict and sentence of May 3rd 2022, it is apparent that the witnesses’ very dated statements and their arguable release from debt last Friday, May 20th, reflect a state of affairs that no longer exists and has turned civil and presumably they haven’t been kept up to date with the many reforms coming from the ASIC consultation and so the witness’s statements are outdated and no longer applicable or relevant, suggesting that the prosecutor could not succeed in the post-ASIC consultation, post verdict, sentence, environment and won’t update his Crown Case Statement, as the moneys do indeed exist, as filing a matter in the Federal Court does not make anyone’s moneys cease to exist, so all the payments only run into the problem that no bank was prepared to break ranks, as they had a unified stance and purpose, and should be practical and not pedantic, and allocate the compliantly sent moneys to the debtors’ creditors’ accounts, perhaps due to the moneys being alleged at that time to also be evidence of the alleged proceeds of crime (as of what date since 20.20.1964?) and so, surprisingly, they kept them, and so all debts were paid at the time that they were paid. So, to try and steal the money off me means title would never pass and the prosecution’s case is a waste of the Court’s valuable time so the only alternative is to try and steal the money off me which means title would never pass and we should move onto my application of the historic fraud and on to the 177+ frauds perpetrated upon me.
2. As said above, not one of the 29 banks was prepared to break ranks and correct me that the debts are the assets of the creditor or bank, not the debtor, so the creditor is the only party who can consent and whose consent must be obtained first before my paying and so, there now being a unity of purpose in retrospect, all 29 banks were all in agreement to get on the bandwagon and keep as much appreciating money as possible and that the process should keep going as, the way it was going, they could only up keeping a good deal of appreciating money and not release the debtors. All that has really happened is that I have a massive amount of appreciating credits to my name which I have every right to start drawing upon pursuant to the recent sentence, that I am to go on to purchase the creditor’s debts and then pay them as my own, all with no outlay to the former debtor, which can be done under the new so called ‘600% ASIC Innovation Initiative Incentive’ system which was the brainchild which sprang out of the ASIC consultation of May 6th.

On the Basis of the Extract Handed up in the First Minute the Prosecution Does Not Have a Case

1. Hence, as I said in the very first minute of the commencement of proceedings, to which the prosecutor did not bother to turn up, the prosecution has no case due to the extract that I handed up and wiped out their reason as to why the moneys had ceased to exist given in the very first line of the Crown Case Statement, where such a cause should appear.

Prosecution’s Matter Now Civil as of My May 19th ‘Purchase/Pay’ Offer Consequent to Verdict and Sentence

1. In closing, I would like to remind this criminal Court that on June 15th of 2021 two applications were filed for transfer to the CDPP. On May 19th, 2022, the Prosecution’s matter turned civil with my workable sentenced offer to all the witnesses. The Prosecution’s matter then turned civil and there is no fraud due to there being no clearly expressed credible date or cause for the negotiable equitable entitlement moneys to have ever ceased to exist, considering that they were never spent, till just of late, as sentenced.

My Sealed June 15th 2021 Filed Allegation Application as to Alleged Entrenched Fraudulent Corporate Court Settlement, Fetchback With Interest, Practice

1. The other filed application is my allegation of a major historic corporate fraud (attached ) and the above 177+ multiple frauds which remain, for which I have yet to get witnesses, if I ever need to, as that is probably turning civil in nature as well.
2. Hence, a most secret and valuable corporate ‘practice’ that goes back as far as 1614 is now coming undone in the computer age and biting the dust due to computers and spreadsheets and algorithms having been invented. If it were not me who discovered this corporate practice then someone else would have. I just happened to apparently be the first and so in this Court this corporate practice is now biting the dust.
3. However, having just now said that, there would be hundreds, if not thousands, of ‘sleepers’ out there and any number of variants, known to only a coterie of initiates, just waiting for the call to come to work havoc in many people’s lives due to them having once entered into a Court Terms of Settlement. It is the corporate entities you should be prosecuting, not a victim of 177+ frauds like me.

My Witnesses

1. If I have witnesses they will be Quen and hopefully David Walker, if he can be found, some way further down the line in proceedings which will soon be commencing due to the ‘defaults’ of Friday May 20th at 6pm by whoever’s fault it was.
2. A question is: who coordinated all the operative fraudsters from as early as 1995 with David Walker? Surely not the prosecutor as it is noted this prosecutor got given this loaded gun matter in his second year out. Was it that his employers did not regard the matter as that serious and so gave it to a new prosecutor or that as the evidence shows: the outcome is predetermined?

Website and Invoice and Alleged Business Partner Facts and Comments

1. Over the years I have had three people who did website work for me and were adamant that the sites must be .coms when my sites had always been non profit .org’s. It is now clear as to why these three were insisting that the sites be .coms and it was so that it could later be argued in a forthcoming planned criminal case that they were company deceptions preying upon the public and businesses to be cited in this eventual court case. Hence, these three people each believed, as they had been told, that they were being paid with evidence of the alleged proceeds of crime, as so says the prosecution and ASIC who sent them, (on the basis that my then appreciating moneys had ‘ceased to exist’ due to an annulled bankruptcy in 1997, or in 2020 by the mere act of ASIC filing in the Federal Court on October 6th) and so all of them have had to ensure that all the alleged proceeds of crime moneys were promptly paid into any of the trust funds or directly into the Court trust fund, which is reserved for matters such as these when all evidence moneys have to be paid into the Court. An example is the people who were sent to me to do my sydneydatingsites site, a name I did not like at all as it misrepresented what I do as a dining group organizer, so as to later assist ASIC in the eventual case. They were insistent that it had to be called a dating site and be a .com when my group is a dining group hobby pastime going since 1978 and not a business as ASIC would want to portray it. It is now apparent that they had been instructed that I was a ‘whale’ and it needed to be done that way. It is the same with the other two sites that they were setups to be included in the eventual court case as if it was all my idea when they were setting me up as a party who had in 1990 not breached his Terms to fool and trick the Court. On May 22nd just gone, I had an ASIC gay guy operative ring up, saying that he saw a nudist group on sydneydatingsites.com.au and when I checked it only showed the same as davidsdinners.org, which indicated that he had been instructed to ring me about a nudists group when there is none there and so he had been instructed by one of the instructing corporate principals, who are ASIC’s paying instructing clients. However he did alert me that the operatives were aware that the exorbitant $5,000 that the operatives had been paid was promptly forwarded to the ASIC trust fund as evidence of the alleged proceeds of crime so ASIC has had the appreciating $5,000, since 2013, and ASIC, by having a gay guy ring me citing it is starting to harvest what it planted nine years ago. But that is what the people who designed it for a padded price had been instructed to do by ASIC or the like and then say it was my idea to eventually fool the Federal Court. With all these people everything is crooked and since they are criminals they do not know what a business is or what a business isn’t and they just make up garbage cases that do not exist to get convictions (I suppose they get paid $20,000 each conviction) with no intention of ever assisting anyone, as this seems to be the of work that criminals can go on to do for ASIC when they get out of gaol).
2. My four invoices over three years with Anastasios Mavroulis of PC Tech Australia, arise due to my being a customer of his company for occasional website design and brochure design services which I ordered off him and he sold to me and invoiced me for and I paid as one of his numerous customers. How it can be claimed that I am in business with him as a customer of his business, so as to build an edifice to that effect of some non-existent case on that information, I do not know, but it seems to reflect a worrying lack of trained personnel within ASIC, that customers are thought to be in business with their invoicing suppliers, whom they pay as customers. The four PC Tech Australia invoices show conventional prices for a website, certainly not a padded $5,000 by ASIC operatives as in 2013 or $15,950 as in November 2020 to August 2021. The latter prices suggest other undisclosed operative parties in the mix, insisting that needlessly the non-profit sites be .com’s for some future reliance at some future inevitable time to be brought about by ASIC, and there being operatives in attendance, and a future attendant argument popping up that the padded price .com sites were all being paid for by way of the ‘alleged proceeds of crime’, when all my other sites are non-profit .org’s for an outlay of just over about $30 to $120 each, some I can do for free.
3. On this note: Kewa and Matthew Ruwhiu staged a meeting with their lawyer for me to present my then named Debt Wipeout procedure to their lawyer and gain a further legal opinion, and the meeting towards the end with their lawyer seeking to ‘twist my arm’ and make a very concerted take over pitch on behalf of a foreign client to take me over or buy me out and commit me to a verbal contract supported by three affidavits on that client’s behalf, which in a way iss the highest seal of approval one could get from any lawyer, the first of two such attempts, the second was in combination with ASIC to do the exact same thing on October 3rd, a planned three day before ASIC’s Federal Court filing, after Davies on October 1st, Halley and Hewitt on October 2nd, and Deutschebank on October the 3rd, whom ASIC was attempting to steal my ‘facility’ for whilst being paid. Pietsch asserts as at November 10th 2020 that none of my moneys existed when a very astute lawyer on December 19th 2019 and no less than Deutschebank and ASIC are trying to get control or ownership of my allegedly non existant moneys on the basis that AGC set up the upped 40% by way of the 1990 Deed of June 18th 1990, so as to defraud and bankrupt me so they must own it and all the interest that has accrued as it was its intention to defraud and bankrupt me due to my having been a 1966 out of court settlement beneficiary in 1443/64, who had been provided a loan to me as minor, instead of an unfettered settlement, at 9.5% per annum compounding for 30 years, who wasn’t the party who subsequently breached my 1966 Terms of Settlement, on April 23rd 1990, when I was approached by two AGC operatives to do so, and fetch back the $9,500 gross settlement moneys. To keep things moving along, finding that I did not know the not to be disclosed amount, they breached, as otherwise, all would have come to a halt, on behalf of their instructing principal. Their other agent, Byrnes, subsequently defaulted under a Deed and I did not. I am, so to speak, an investor by an Order of the Supreme Court of June 8th 1966 (attached, on the file cover ) and the funds were for investment on behalf of the infant from day one, which ended up becoming very long term. Hence the $7,931 figure reached $70,000, 24 years less one and a half days later, so they have a sour grapes claim on the 40%, which they had all walked away from, thinking they had defrauded me, and left chugging away for 32 years. Now they have a sour grapes claim when they decamped 25 years ago in 1997 when they lost in the Federal Court bankruptcy division due to their having paid out in full on a garnishee order on October 23rd, 1992, Ryde Local Court, 1304/92, and having failed to tell the Parramatta District Court in 435/93 in 1995 the reason why AGC had approached me in 1990, nor did AGC tell the District Court in 1995 that it was the guarantor (and never said that I was) of all those elements, capable of guarantee, in the 1990 Deed.
4. It is curiously odd that with the alleged work of Chris, the marketer of one website, that in all that time, about 18 months, that I never ever got even one response, incredulously not even one bitcoin scammer or male ringing, as I knew from my previous Sydney Nudists investigative number crunching research project that only 5% of the respondents are ever female, 17% are couples, and 78% are male, and the only qualifying ‘benefits’ were any females that were to call, as the site is not for males, as I know from past experience in such matters that the women, most of them, do not want a preponderance of males. I had been expecting to problematically be inundated with males, as I had been with my ‘Sydney Nudists’ previous investigative project, but with Dr David’s Masturbation School for Women no one ever rang or emailed or even texted, no one at all. It was exactly like a re-run of the Adline exercise who approached me in which no one ever rang, presumably because no one ever sees it or their system does not work for anyone. It was as if I was the only person who could see the site and others could not, if that is at all possible, despite it allegedly being high on Google. Also it was odd that I was being charged $800 every month for keywords which I myself had selected and which required absolutely no internet maintenance, and I was being charged for them and no benefit was forthcoming, so where was the money going?

Banks Not Processing Moneys Received

1. Many to all of the banks have said they cannot process, the reason being that the moneys they were being paid they alleged to be the alleged proceeds of crime and thus exhibits in a forthcoming Court matter and would never be mine, but they never explained why the reserves one and twelve and now sixteen moneys they were being paid from were the alleged proceeds of crime. They were not talking about the static cash but rather the moneys that arise from the Deed and Guarantee etc where, critically on April 23rd, 1990, I had not been the party to either breach or default in respect of my 1966 Terms, and which moneys, in the eyes of the Supreme Court in 2012, were as mine as ever and I could not sue for moneys which the Court viewed as having been mine since 1966, considering that the moneys had never been spent. The CDPP says the moneys do not now exist due to an annulled 1997 bankruptcy but it has never been explained how that can be done in the light of section 74 paragraph 6 of the Bankruptcy Act. Of course, no matter what they gave as an excuse for not processing, they were all after the continuing 40%’s and to hold on to it for a while,as if there were no 40% they would simply process it as ordinary moneys but the 40% was the drawcard for everyone and also the expectation that soon there would be a giant fraud or trick where title to all the moneys would pass to another party and they were all waiting for that to happen. The current case taking place is based on the argument that the moneys do not now exist and that argument is being pursued because the major players all want the money because they have always known it is real, as it was all properly set up in 1966 and again in 1990 with great attention to detail, so there was never a day when it one day ceased to be real and the drawcard interest has never been disputed.

Fraudulent Retention

1. Since the ASIC inspired overhaul of September 18th 2021, a new area of fraud has opened up which is being visited upon us and this is a type of bank fraud called ‘fraudulent retention’, where a creditor or bank who has been paid the 600% money, retains our share (300%) as well as their share (300%) and does not give us our 300% half of the moneys back and seeks to defraud us of our 300% share of the 600% moneys I paid to settle the debt, and to get our 300% ‘processed’ back (stripped of the 40% or fished from moneys which I have taken a lien over and ‘foreclosed at law’ upon) into static cash.

Reserve 16

1. Since the new system has come in where pursuant to the finding of guilt and the sentence to buy the debt first and then pay what is then my debt, the payout has gone to a most generous 600% with the establishment of the new Reserve 16 as of April 26th, upon the contemptuous and dismissive triggering of the contractual civil bet of April 1st, 2020, at long last, by foreign entities who found, during the conduct of due process in October to December last year, it impossible to disprove and so issued a bail instrument for various scientific evidentiary and other hobby and pasttime and religious .org sites to be taken down, which was adequate to bring Reserve 16 to life in any amount I like because they had no intention of ever paying any thing, as so, hence, Reserve 16 was born, two years later.

Three Instruments Being Handed Up

1. I seek leave to hand up three instruments which are evidence of the alleged proceeds of crime being processed through this Court by the prosecutor on behalf of his instructing corporate clients. He has not disclosed them to the Court so I disclose them and hand them up that the Court may know this prosecutor’s intention, to commit fraud and crime on a massive scale and these are only a beginning against me and others whom I have sought to assist with moneys that are mine to pay.
2. The first is a schedule of the moneys which his instructing principals’ operatives are seeking to process for their final earnings. These moneys cannot be spent or dealt with by the operatives as they are all the alleged proceeds of crime and fraud by me (from my perspective they are ‘jailbait’ moneys which were taken, hook, line and sinker, with strings attached, which they will try and keep, and so they cannot spend them yet but seek to process through the court. I seek an Order that things be done perfectly and the complete amount be evasively paid into the Court immediately and not just produced to the Court on an A4 sheet of paper.
3. The second and third sheets are the alleged evidence of the proceeds of crime by the prosecutor’s bank clients who seek to possess these 107 ‘retention fraud’ duplicate payments by way of the current proceedings and hence be able to lay claim and access them when the moneys do not currently belong to them but still, rather to me and perhaps others. They seek to asport them from me, and us, by way of their processing these moneys through these proceedings.
4. The processecutor has not disclosed these moneys to the Court which he is seeking to process through the Court in what for him on May 19th, with my workable offer, became a civil matter and his common law matter formally commenced on last Friday at 6pm when not even one of his five witnesses were able to secure of their banks or creditors on letterhead, or by email, any figure in which they were allegedly indebted. When the alleged debtor witnesses could not formally obtain a figure from their bank, as the banks, for one reason or another, were unable to provide any amount at all, their creditors’ debts ceased to exist, as far as they were concerned, and, due to peculiar reasons, one of them has come out well ahead (as at 20.5.22) to the tune of $26,287,923 and is entitled to be advised of her positive financial position and be separately represented as she is well entitled to be, as we all have a duty of care for her.

My Application Transferred From the Federal Court

1. In this matter there were two transfers of proceedings from the Federal Court to this Court for prosecution, that of ASIC, to allegedly further defraud me and most of the people whom I have sought to assist, and, of much greater import and weight, mine, which was also transferred to this Court, and which I filed again in Court on day one, April 26th.
2. It is with alarm that I note that my sealed application as to the alleged but proven fraudulent practice of approaching settlement beneficiaries after many years to fetch back their moneys with (1,665%) interest has incriminatingly and tellingly been ‘wiped out’ from the Federal Court Registry record of filings, so as to allegedly conceal and condone a criminal corporate practice at the Federal Court level, presumably at the behest of ASIC who is bringing this matter to the Criminal Division to ensure that the future conduct of such frauds can continue to be perpetrated upon all other litigants who settle out of Court in the civil Court system on “Terms not to be disclosed”. The prosecution is currently and allegedly coming before this Court to whitewash this practice and to launder the “evidence of the alleged proceeds of fraud” moneys which the alleged operative’s obtained allegedly with no intention to provide any benefit to settlement beneficiaries seeking to access their somewhat abstract, yet definitely appreciating, settlement moneys. The prosecution, however, formally concluded when it transpired on Friday May 20th, upon the 6pm, do or die, deadline, that all the witnesses were unable, for one reason or another, to actually be able to secure from their banks or creditors, any alleged figure at all as to any amount outstanding for me to proceed to purchase each of their debts and then promptly pay each of my new debts as my own.

Witnesses Failure to Obtain Sentenced Purchase/Pay Figure

1. I attach the May 19th email instruction from myself which exposed an inability to secure any actual debt figure by May 20th, or even belatedly by May 27th, if any of them were really serious and could do so, for me to purchase and then to pay as my own, myself being solvent enough to do so as the purportedly determinative bankruptcy of 1997 was annulled and section 74 paragraph 6 in application and all was vested back in me being the former bankrupt, and everything was as hunky-dory as it had been on September 3rd, 1997, the day before I declared bankruptcy, and the reserve accounts that existed at that time all continued on in a continuing clear uninterrupted run right up to the present day.

How and When Prosecution’s Matter Became Civil

1. The Prosecution’s matter became civil at 10am, the day before on Thursday, May 19th, when I made my solvent capacitated goodwill offer, and at 6pm on Friday May 20th, my gracious good will offer concluded and the prosecution of my matter which I had transferred from the Federal Court began, and I shall execute much of that prosecution in writing, as I am here doing, as the Prosecution consented to on May 3rd.

40% Interest the Drawcard to the Banks and the Operatives

1. The banks and the operatives know that the evidence of alleged crime moneys can only be processed in Court by the processecutor, as must be done. The drawcard for all the parties in both camps, which explains why there were so very many of them, nearly 20 operatives in 16 groupings since the very first one in 1995, and 107 duplicates across 13 of the 29 banks, who all jumped in on the bandwagon and all got very organized, was the unusual degree of interest, 40% per annum, peculiarity in the perpetuity which was backed up with an AGC guarantee and the story being told to them that Deutschebank was soon to snaffle my money.

Prosecutor’s Consent for me to do Everything in Writing

1. The now former prosecutor consented on May 3rd to my doing everything in writing, as is my long established custom, and said that he saw the email I had sent him that morning.

Processing the Moneys at Court

1. By the prosecutor’s and his client’s practice that moneys can be processed in Court, we have a precedent that the moneys can be processed with reference to this precedent and so the bank’s can be expected to now be able to process them when they are no longer evidence of the alleged proceeds of crime, that is by me but rather by them, as it is always the in evidence plan since June 1966 to get my money which is in evidence in documentation as early as June 6th 1966 by the selection of the requisite number ‘7931’ and its disclosure that my action was destined to be a money recovery action some 24 years later.
2. In fact it may be today that we adequately have a precedent that the moneys can be processed, either in Court or by due process, by the owner’s consent that this matter is now at an end. Save for the Court dealing with its own for seeking to commit multiple frauds and crimes in Court.

Bail Conditions re Websites

1. I request that any preceding orders granted in favour of the former prosecutor be overturned and the bail conditions be at an end as they are collaterally motivated to bring illicit financial gains in future actions by putting into evidence seemingly implicit admissions by duress, by having me take down tendentiously marketed to me and innocuous webpages that no one ever visits or responds to, because revealingly someone somewhere regards those virtually impossible to find lost and buried webpages as a threat to their machinations and malintentions.
2. My charges for taking down my many websites and webpages will be a non negotiable $20,000 each per day with $200,000 per day for the unable to be opposed, affidavit styled, in memorium, website designed to flush out my father’s (the next friend in 1443/64) arson murderer and give background causing all parties to seek to avoid dealing with the overwhelming and found-to-be-indisputable affidavit styled ‘In Memorium’ document that the Prosecutor thus opposes, but has not been able to fault. The site has currently succeeded in flushing out one suspect, who evidently must have found everything on the site totally objectionable and most distressing and has indicated, by demanding that the incriminating ‘arson murderer flush out’ site be immediately taken down, that there is no need to look any further. There is no other reason why they would make such a demand. How could they have possibly known the site was even there unless someone in the know alerted them to it and told them to, more or less and in effect, dob themselves in. Strangely enough, the suspect reported themselves to ASIC, who then had the CDPP consequently demand that all my sites, including the in memorium site, now be taken down as they could not be faulted or overcome, including devfinresp.org, which ASIC and the prosecutor find most offensive because it helps people with managing their personal accounts, which ASIC opposes. ASIC has arson murders suspect’s name to give to the police or the Coroner to appear at the forthcoming Coroner’s hearing, which my sister tells me that she is at last filing, now that we have the suspect arson killer who has indicated that there is no need to look any further.
3. My charge for taking down each website will be $20,000 a day as their quite unfounded demand is mostly detectably collaterally motivated and designed to appear to secure implicit admissions by performance so as to gain points later on, so I am going to invitingly charge what I deem fit, as is my right. If they get paid $20,000 for a conviction then I can charge $20,000 per day per website if they want to use me to help them get their conviction.

Conclusion of the Matter in the First Minute

1. At the outset of proceedings in the criminal division of the Local Court, in my very first minute at the microphone, I handed up my the extract from my inadvertent, uninformed, accidental, entirely avoidable, ill timed, annulled, debtors petition bankruptcy of September 4th 1997, which annihilated the prosecution’s argument that the monies, today, do not exist, which the Magistrate did not argue, that at some point in time in the past they did exist. Thus by my handing up of the extract, the prosecution’s argument evaporated and the CDPP had and still has no case, all in the first minute, when the prosecution had not even bothered to turn up. Since it was considered that no solicitors would do no such thing to each other in the first minute at the mike and cut short one of the most promising money spinners that they have ever seen, sudden death in the first minute, that I be forever indemnified – and then keep the now defeated case going as if it had never happened when it did. Who would do such a thing, a case running in four jurisdictions all at the same time (only the highest jurisdiction prevails, but hey, let them all have some fun, if they can get anyone to instruct or pay them – like who???). Another law therapy feather in my cap and I thus won the case in the first minute and that is on record. Her Honour did not discontinue the proceedings in consequence of my sudden death act in the first minute that killed the entire case. All the rest after that is entertainment and learning about the law as the prosecutor’s case flew out the window and the witnesses’ alleged debts, all three or four of them implicitly back paid. The prosecutor did not even bother to turn up on day one as he should have known I would do such a thing as I know my case and he is just making up a case that does not exist to make money, like happened to me twice before, once in 1991 and once in 1997.

The Eight Sentence Running of the Matter

1. Recently, in preparing a defence in my now 58 year duration matter, I simplified my entire matter down to four sentences for it to be ready for any Court. I got the highest Court possible. The sentences are:
2. *On 20th June 1966, $7,931 was paid, pursuant to a Sydney Supreme Court Order, on my behalf, into a Sydney Supreme Court bank account.*

*The moneys were never spent.*

*Two in-evidence rates of interest have since been applied to my moneys, one after the other, from June 20th 1966, right up to the present day.*

*My moneys, to this day, still, have never been spent.*

1. The complete eight sentence text is attached.
2. Then, just before midnight on the evening of May 2nd, when I was trying to send the two documents, my email program jammed and would not send. I sat there sitting, wondering and then, one by one, four sentences to take it up to eight came through and my matter ran in the Eternal Spiritual Court at about midnight. I had encountered the ESC, or the Space Court, as I call it or them, in about 2012. They are the Eternal Spiritual Court before whom all are judged after one dies but I had encountered it about 10 years earlier at an earlier stage in one of my matters. At that point, what is now the first sentence, the allegation came through and I typed it in. Then I made the confession, first one ever as one does not do them in civil. Then came the verdict of “Guilty” and the sentence which I accept as the appropriate sentence in my manner of case and I thought “I did not know that, I was nowhere near that.” However in my situation with my past, I can carry that restitutional sentence out whereas it would crush 99% of people. I added the additional four sentences to both the Prosecutor’s document and the chief legal officer of ASIC’s document and sent it off at 12.45 am with the case having run spiritually in the ESC, the Space Court as I have also called it, the highest jurisdiction of all courts anywhere. Those who work in law must believe in entities such as the ESC, as many judges would have encountered it and maybe some barristers and lawyers, and we must believe in the spiritual world, as if we don’t then we do not believe in curses or blessings or law, as all law is spiritual, and oaths, as all oaths are spiritual, and so so many other abstract nouns. Hence I had my judgment here before I was to die. Most other people have to wait till after they die. Since then, all those people who have approached me in regard to having their debts, loans etc have been done according to the sentence of the ESC.
3. Later that morning of May 3rd, at the return of the allegedly criminal matter in court 5.5, the prosecutor admitted to me, upon my enquiring, that he had seen that morning’s email to him, which had the cascade of Calderbank offers.

Ms Pietsch’s and the Prosecutor’s Clients’ Cascade of Calderbank Offers and Their Intentional Defaults

1. On May 10th 2022, both in response to my cascade of Calderbank offers, both the prosecutor, Mr Nicholas Morrissey, and Ms Nathalie Pietsch, chief legal officer of ASIC both, on behalf of their presumed instructing principals, as being legal people they would of course have at least one very solvent one each, both of whom I had effectively served, as otherwise they have no standing in the two matters, both defaulted on the seventh day and willingly became in default and indebted to me, respectively, representationally and voluntarily, for $140,000 and $100,000, when they and their clients had been given an excellent and exceedingly fair, day one chance to be out of total liability for only $1 each, $1!, but they or their instructing clients each both had so much faith in their matter, being that my moneys had ceased to exist due to an annulled 1997 bankruptcy, or in Ms Pietsch’s client’s apparent case my moneys ceased to exist upon either the day ASIC filed in the Federal Court (October 6th 2020) or on the 28th day after service, or on the date of either of the two Federal Court Orders. I did not file a defence due to contentions about jurisdiction, as my jurisdiction in my matter until every last cent is paid is, of course, the Supreme Court, and not the lower ranking Federal Court. The Pietsch dates have to be viewed against the evaluative buy out offer as to worth by Deutschebank, (as the overriding objective of the two, abuse of process, ASIC and CDPP cases is for Deutschebank to get the moneys, claiming that it is theirs due to AGC having upped the 9.5% p.a. 1966 rate to 40% by way of the June 18th 1990 Deed, upon which date, at a calculable 11.20am, the very time of signing, the (a) shadow account hit $70,000.00, so as to be opportunisically be accruing 40% for 6 to 8 years before eventually bankrupting me, as planned, which all went awry, and so get 6 to 8 years at 40% up until that happened, (these are real nice people), hence the opening of proceedings offer three days before ASIC’s October 6th filing, thus acknowledging that as at October 3rd the moneys were considered to be still very much in existence as confirmed by sending the offer to me, as I was considered to be the owner, meaning I can do what I like with my moneys. Presumably, thus, it may be said that the annulled bankruptcy argument cited by the prosecutor can now be discounted meaning that at least up until either October 6th 2020 or 28 days after service, the moneys had all been in existence and thus the preceding debts paid. This representational act of default by both in tandem seriously impacts the standing of the parties who instruct them as in default debtors to me by both of their own dovetailing choices until they lift themselves out of their jointly elected indebtedness and default standing in the matter by paying me in full as settlement beneficiary. Since both of the debt moneys are part of the contemplative and anticipatory, wide ranging “all moneys outstanding hereunder” Deed provision at any time in the future, then, on this coming June 18th both amounts rise by 10% to $110,000 and to $154,000. Most chillingly and eerily, the latter, whoever that party is, has elected and bound him/itself, as if forever cursed, to copy the trajectory of the original, ever ascending increments commencing June 18th 1990, perhaps without a guarantor safety net, which on September 18th 1990 went from $140,000 to $154,000, and it will keep rising forever and forever eternally, unless he/it pays up and settles any and all debts with me. The prosessecutor, on that client’s behalf, is intentionally, as instructed, and corroboratively, thus copying the initial 1990 growth of the Reserve One moneys, though as a liability, rather than as an asset as I have done, perhaps due to its/his being on the wrong side of the April 23rd 1990 attempt to have me breach my 1966 Terms of Settlement, which attempt backfired with consideration. This trajectory reached $154,000, on the date of the first quarterly rest, September 18th 1990, with the default on that day of his instructed signatory agent, Byrnes, and he is on the same trajectory, which hauntingly, is his/its future forever for embarking on a path of crime and fraud, unless he pays me out in full. On this June 18th, 2022, he/it will incur his first forever compounding quarterly 10% interest amount. He/it, to compound matters, also has knowingly and recklessly, in a totalitarian and authoritarian manner of defiant dismissive response, summoned up the birth of Reserve 16 by way a collaterally motivated and invidiously illegal condition in the bail conditions and this established Reserve 16 on April 26th 2022 when the criminal bail conditions were served upon me. A further $5,000 x 4 hours = $20,000 is being further incurred for Tuesday, May 31st’s appearance, setting off a continually ever accelerating exponential effect so the $160,000 will go instead to $176,000 on June 18th. Any other such incursions will also attract the same hourly charge.
2. The Pietsch figure, on behalf of her instructing client, goes likewise, on behalf of her client, to $110,000 and so on and so forth continuously, until I am paid out. I am not even sure who these two accursed ultimate purveyors-of-fake-and-fictitious-guilt clients are, that have gotten themselves enmeshed in something out of their control, considering that upon day one, May 3rd, 2022, they could have gotten out for only a very paltry $1 each, but with admissions.
3. These two appear to be the beginnings of Reserves 18 and 19, which may eventually be drawn upon by way of implicit set off.

Prosecutor’s Implicit Admission by Performance in Favour of the Defendant that my Moneys Exist and the Jailbait Moneys I Paid Are Not the Proceeds of Crime and Witnesses’ Indebtedness Ceases

1. Prosecutor implicitly admits on behalf of the CDPP and the Commonwealth Government, by performance, that all my moneys did indeed exist contrary to his Crown Case Statement and that the five witnesses have no continuing debts - read carefully to see how it was done.
2. On May 19th, I was, more or less, directed, in faith, to make an offer to the five witnesses to buy and pay their outstanding debts/loans, if any, in accord with the May 3rd sentence handed down, via the prosecutor, as I could not directly contact them to do something like that. At both 6 a.m. and 10 a.m. I wrote twice to the prosecutor for him to relay to the five witnesses that I was making a civil offer to buy their creditors’ debts with them, and then, having become the owner of their former creditors’ debts with them, pay them out as mine, and so, by Friday 6pm, they would no longer be indebted as I would then own their debts and thence pay them and all they each had to do was visit or ring or email their creditor/bank and duly send or show my explanatory offer letter and obtain, on letterhead, a figure from the creditor for me to both buy the debt and thence pay my debt. At the very instant of my making the offer, the prosecution’s case went civil and the criminal aspect concluded, leaving my June 15th application to the CDPP as the only matter remaining on the table. By 6pm Friday, May 20th, nor critically by the following Friday, May 27th, which I would have allowed, if any were genuine, not even one of the witnesses had, in actual fact, been able to successful in securing a sentenced ‘buy/pay’ figure (which since coming from a higher Court sentence would also be binding upon the creditor or bank, lest the debt be annulled due to their dereliction, for the ultimate benefit of the debtor) on the creditor’s letterhead and so since, by the 6pm deadline, even by the 27th, none of them could get a committed figure, so their debt ceased to exist as far as the debtors were concerned, as the creditors were unable to arrive at and commit to a figure in each and every one of the five witnesses’ cases. At 6pm, Friday 27th, I ultimately withdrew the offer and I was no longer obligated to ever again make the same offer, as I only have to do it once, due to the ‘only one bite of the cherry’, Calderbank type offer legal principal. However, I imagine the prosecutor did not advise the witnesses of my generous, do or die, offer, in accord with his duty of care to the witnesses, because he knew that one or two of them would not have ever ever been able to get any figures at all off a purported creditor as they did not have any purported debt in the first place and so allegedly were operatives, and, so as to get around the problem, he did not tell any of them or one or two would be found out as impostors, as that appears to be the only reason why every single one of them failed to secure written ‘purchase/pay’ figures. If they were all genuine then he would absolutely have done so, but my newly sentenced ‘purchase/pay’ process, arising from the ESC verdict and sentence, found that at least one of them was bogus, perhaps even two, or, as said, otherwise, he would have acted in accord with his duty of care for the witnesses, and tell them, rather than keeping them captive and in the dark and exploiting them so he could have a case which does not exist - so as to show me up. But he apparently knew I could not be shown up and that my offer was genuine as I have the wherewithal to be able to do it, as otherwise he would most absolutely have sought to do so and so, by performance, or rather his evident lack of it, he implicitly and adequately enough, admitted that each and everyone of my various reserve moneys to be all real and thence knew, as a professional in his field that the debts, once bought and thence paid would be gone, again, out the window for a second time, so he did not tell them so as to avoid a predicament, and thereby ‘admitted all’ as we say with UCPR section 17.3’s. *T*ouché*!*
3. And so by this new determinative do-or-die technique we have an effective and convincing proof from the prosecutor, himself, by his actions or wavering over eight days, that my moneys do indeed exist and are real and I can indeed use them to buy other’s debts, and then pay them as my own, and so, invidiously and admissively, at least one, maybe two of the witnesses, maybe even three, are bogus, and so all of the allegedly indebted witnesses are relieved, debt or no debt, bogus or not, and the creditors, concessionally and bindingly, have their recourse somewhere else much more solvent. *Double T*ouché*!*

Collaterally Motivated Bail Conditions

1. On April 26th 2022, the prosecutor brought down collaterally motivated bail conditions to negatively impact me and others and to arguably outlast the case. Under the above sentencing I have been able to easily comply with the conditions as to assisting in the sentenced ‘purchase/paying out’ of people’s debts and loans etc, but the conditions in regard to my innocuous, virtually never visited, non profit, non commercial websites, such as David’s Dinners, where he is merely seeking to commit about 1,350 bordering on criminality instances of constructive elder abuse, are collaterally motivated, totally unjustifiable and designed to assist other parties future civil matters by appearing to make implicit admissions that if I take down such and such a site, it will be inferred that what is on the site is not true or not in the public interest and the bail condition is designed to negatively impact me in future legal matters and so I shall, quite justifiably, with reference to this entire document in its entirety, charge moneys for doing so, as his bail condition here is collaterally and financially motivated and totally needless and vindictive. Some of the sites he wants taken down have curses attached to the performing, or directing, of such an act so as to give his instructing principal/s pleasure and an illusionary sense of victory. I am not obliged to comply with a nonsensical and tendentious bail condition that brings harm or loss or is motivated to commit criminal or tortious elder abuse or deny people information about my public prosecution – and not be paid for that manner of intrusion. In fact by making such odious and gratuitous conditions it is submitted that it can financially bind his clients in their gratuitous demanding, without any rational explanation provided, as to why various of my websites should be taken down as seemingly irrational bail conditions. Notably, the demand that I take down devfinresp.org as ASIC evidently regards it as absolutely abhorrent and a complete abomination that people should be exhorted, taught and assisted for free to manage their personal finances and not be perpetually in debt to numerous of its instructing paying principals as a bail condition that is most definitely overreaching, tortious and selfishly and financially and collaterally motivated, as it is contrary to everything ASIC stands for, as ASIC, upon this sword of a website, only wants people to comply and has no interest in actually assisting anyone with anything important – hence the damning bail condition prohibition on devfinresp.org and its teachings from 2013 commissioned by Mission Australia and provided by me for free which are totally and irreconcilably at odds with ASIC totalitarian and authoritarian dogma – hence the collateral bail condition. As said, the needless taking down of my events for singles and seniors site is an instant commission of some 1,350 acts of elder abuse crime, and so, I am not obliged to comply with such an illegal and criminal bail condition, thus impacting many of my members, going back as far as 1978, without being paid, perhaps vicariously and representatively.
2. Hence, since the bail condition that I take down my quite innocuous websites without being given in writing any justifiable reasons, and if it is so important to your clients for me to do so for their pleasure and financial advantage in imputing defamatorially that there is something illegal or tortious about them, then I hereby advise that I will be charging an amount for my doing so, as is my right for such a nonsensical and unjustified bail condition in the absence of any requisite explanation. If it so important to someone’s legal or financial position that my sites be taken down with no reason given then I am charging whatever I like for nonsensical intrusive tendentious bail conditions negatively impacting my quality of life and that of countless others.

My Invited Charge Out Rates and My Billing

1. Hence I am charging an amount per week of my own choosing for your baseless and unwarranted intrusions into the lives of many and if you or your self centred clients willfully go into default, as they are now, as of May 10th, 2022, out of contempt or otherwise, I shall promptly put them back up. But then I may not and may just keep the meter ticking because you have invited me to do as such as charge you and your clients, such as ASIC. The amount is to be paid to me up front and kept two weeks in advance. The amount I am setting, if it is so important for you or your clients to be seen to have achieved an illusory degree of dominance over me, now especially, as explained above, you and your clients’ matter has turned civil as of May 19th, will be a Temple tribute of $100,000 per week per website or per webpage, negotiable, which is $2,000,000 per week for some 20 sites, as I understand your client has incredibly deep pockets and wants to be in debt to me, as much as possible, is it not the case I ask under section 17.3 of the UCPR, or equivalent. I may even be able to locate many many more that I have forgotten about and so charge much more, payable immediately, and the Deed interest will apply, should you or your imposing and intrusive clients be so happy and disposed to descend into intentional and actionable default.
2. The billing cycle starts as of tomorrow, June 1st, 2022, and the account is to be kept in good order and paid up in advance or invited advised penalties of 100% will apply. This account, if it goes into arrears, will come to be known as Reserve 20, the Reserve with the Commonwealth Government, and if it so wishes by performance the Commonwealth Government can go on to take on the role of the ninth guarantor.

Bail Conditions

1. I will allow a grace period of seven days for the withdrawal of a condition that willingly puts donations in the Temple coffers which, should the account intentionally fall into arrears, will invite a certain manner of proprietary equitable (iidepaige) lien/s over all your clients’ assets, if any, at their implicit and constructive invitation to me, by needlessly imposing this bail condition over intellectual property of mine, or the like, for which I can charge what I like and teach others to do so also to whom you may send me to that end and be remunerated for assisting them, at your and your clients’ generous election, in providing such opportunities.

The Taking On of the Global Warming Challenge and Birth of Reserve 16

1. However, it is notable, that in serving upon me the bail conditions document, the prosecution for the Commonwealth Government has arguably, quite intentionally and knowingly, responded out of contempt to my contractual civil bet to be found at paragraphs 26a-h on my aussiedebtbailout.html webpage, as concerning the Global Warming challenge, published on April 1st 2020, open to all comers. On April 26th the CDPP’s and ASIC’s totalitarian and authoritarian instructing paying principals characteristically responded by contemptuously, dismissively and impetuously (look up) demanding the entire irrefutable, flawless and impeccable Global Warming 100 charts project be taken down as they could not find fault with my site as no one could not overcome the chart evidence therein and so, implicitly, in response to the challenge, adequately enough committed to and activated my the contractual civil bet, but contemptuously, defiantly and dismissively waived any opportunity to discuss the quantum for the said wager bet, leaving it to me to pick absolutely any figure at all that I like, and unlike in my previous invited 2014 contractual civil bet of March 10th to 14th, 2014, I do not have to be able to ante up to come up with my chosen figure as I had to in 2014, so I have picked a binding figure that I like, that on May 31st, with service of this Notice upon its operative, the processicutor, binds the other side opposed to me whose authoritarian response was for me to shut down my site and offer by way of a threatening bail application alleging me to be a criminal and my study to be criminal. Hence, since I am dealing with criminals, as my study shows them to up to be, the figure that I have chosen is the sexiest figure that I could summon up so there could be maximum blessings for all on my side and all those who sincerely wish to come across and leave the side with the curse.
2. The figure I have decided upon for my activated Global Warming - Australia Says No, contractual civil bet ‘fortress’ study is:

$999,999,999,999,999,999,999,999.99

1. which is $999 **sex**tillion, 999 quintillion, 999 quadrillion, 999 trillion, 999 billion, 999 million, 999 thousand and 999.99, which is one cent short of 1 septillion, the sexiest loving amount ever, meaning there is going to be magic.
2. By their contemptuously and dismissively abdicating and abandoning any right as to input into my choice of quantum as to my contractual civil bet awaiting them in my challenging irrefutable and unassailable ‘Global Warming – Australia Says No’ challenge trap, the prosecution’s totalitarian authoritarian instructing client/s, who imperiously commanded the shutting down of such sites because they cannot fault their findings, have brought instant and implicit sudden death insolvency upon themselves. Now all we have to do is go in and clarify and collect and mop up as the battle is o’er and I have implicitly won. ‘It is all over bar the shouting’ as all was done lawfully with attention to detail and all I’s dotted and t’s crossed.
3. The bail application proponents had no interest in entering into discussions as to quantum of the contractual civil wager do not give a toss as to what figure I come up with as they do not ever intend to pay anything – and now, under the accrual system of accounting, they are instantly, technically insolvent for pushing a mass deception which they all know to be a pack of lies, as far as Australia goes, called global warming, the alleged driver of so called, now unfounded, alleged ‘climate change’, as far as Australia goes. Australia is now out of all that unfounded and tendentious rubbish and not up for any moneys as the contemptuously decisive study proves beyond reasonable doubt if you take the time to study the 100 charts, the commentary and the temperature data.
4. In the 28 days since the very contemptuously decisive bringing to life activation of the lying in wait, two year old contractual civil bet wager challenge as to whether there is any evidence of global warming in Australia, upon which any future policies or law could justifiably and honesty be founded, and which all contenders have never been able to overcome, my contractual civil bet sprang to life and I instantly became the entitled owner of all the moneys and assets previously owned by all of them and much more, instantly and implicitly putting them all into implicit insolvency and penury. This activation has instantly brought Reserve 16 into existence, just as I had lawfully done with the Chinese Communist Party, its members etc who have been in technical insolvency since my having foreclosed at law on March 28th 2020, pursuant to a lawfully taken international ‘war lien’ – which brought about the approach by ASIC in response in April 2020, one month to the day (28.4.20) as an evidence to all Courts and immediately created Reserve 12 on the accrual basis of accounting.
5. If Reserve 16’s and the prosecutor’s client are the same then, if the taken on contractual civil bet implicitly ‘wiped’ them out as of April 26th and they are insolvent, then they will mean they are incurring debt whilst insolvent when the 128th quarterly rest 10% comes up on June 18th. And they had a chance to walk away for $1 on May 3rd and it could have been over, Reserve 16, it might be argued or may even be nil as both clients had the chance to walk away for $1 each – and Ms Pietsch’s client might have been able to get out of Reserve 12.

Fatal Differences of Opinion as to When and Why and How My Reserves 1, 2, 3, 4, 5, 6 , 7, 8, 9, 10, 11 only, Moneys ceased to Exist

1. Ms Nathalie Pietsch appears to think that my moneys ceased to exist on the 28th day after the service of the Federal Court process served upon me, being the date of November 3rd, 28 days after filing was October 6th + 28 days which equals November 3rd and so on November 10th she wrote a letter saying some of my moneys, referring to Reserve 1 only, had ceased to exist due, apparently, either my not having filed a defence within 28 days.Hence, for Ms Pietsch to say my Supreme Court originating, Deed modified, moneys ceased to exist on November 3rd or thereabouts because I did not file a defence in a made up me-too action which has no jurisdiction because people who have an accident at the age of 9 and settle out of court but get a 30 year loan at age 12 and seek, arduously and protractedly, to access their appreciating, Supreme Court Order originating moneys can not make it a Federal Court matter because a) the jurisdiction is the Supreme Court until the last due cent is paid, and we are a long way from that event and secondly b) there has been no date or event by me that has ever caused the jurisdiction to switch from the Supreme Court to the Federal Court, such as my, myself, filing initiating process in the Federal Court in respect of my matter. Another party, wishfully doing so, for an undisclosed, secret, presumably overseas, corporate client, not being disclosed to the Court or to me, does not achieve that result if the last cent has not been paid and I am still independently in the process, at great cost to myself, of non commercial, non-profit, capital gain, recovery. Hence the prevailing jurisdiction is the higher jurisdiction. And if I were to go to jail, as a victim of 177+ frauds in what has for the prosecutor’s side become a civil matter, (as being a victim of 177+ in evidence frauds means that I must have significant moneys of some very attractive nature), I will be billing for my time at my published $5,000 per hour rate, for my five doctorates, $1,000 per hour each for nuisance, work carried out etc, of whomever, as decisively, I wasn’t the party who breached my Terms of Settlement on April 23rd, 1990, and I am bearing the considerable costs of my recovery from my own amassed resources (being reserves 1 & the, undisputed as yet, reserves 12 & 16, which latter two can both be accessed by way of the doctrine of equitable set off, with the assistance of the five obligatory guarantors, none of which originated or were ever in the Federal Court or subject to its rules, act or legislation).

Notice to Court of Default and Indebtedness to the Defendant of Two Legal Representatives’ Instructing Clients to Avoid Paying $1

1. I bring to the attention of the Court the prosecutor’s instructing client’s incapacity and indebtedness to me due to their being in default for the moneys due to me, for which they are willingly in arrears and in default (having started at $1 each) and cannot appear and cannot be represented until they have paid me their arrears, both of which have arisen during this case. The two voluntary debilitating indebtedness incapacities of the two clients arose pursuant to service upon their legal representatives of the Pietsch document (attached) and the Morrissey document (attached) in response to which they were both so sure that they would win this matter, that they would not pay even $1. I seek that the proceedings be stayed until they have settled their debts they have incurred of me.
2. The whole exercise appears to be to sell guilt and get money off of people when they are not at fault and have not breached their Terms of Settlement, nor defaulted under any nefarious Deed put to them when having been approached so to do, so their whole system, in my matter, is an alleged fraud, and Nathalie, or rather her client, should have gotten out for a dollar but has shown it/they have no financial sense and should perhaps be on a financial management order for making breathtakingly stupid financial decisions and not getting out of Court cases for $1. Clients, such as Nathalie’s, who approach Supreme Court settlement beneficiaries to have them breach their Terms, must be doing this to many people who settle out of Court “on terms not to be disclosed”. I would not be the first since 1614 but I hope to be the last person who is the subject of these unwarranted attacks by ASIC and the CDPP, and perhaps the Federal Court, when the settlement beneficiaries have not been the ones to have breached their Terms of Settlements (see my two accompanying June 15th application documents concerning the sacrosanct alleged fraud) when called upon at their homes by instructed as to dates and amounts finance and investment professionals, so to do.

New Ring-in Newbies Set Up To Earn Less Money Than The Frontline Experts and the Old Hands

1. It is interesting to see with reference to the “all moneys outstanding” appreciating 10% effect, that some of the newer people who have just being brought in as monopolized ‘johnny come latelies’ like Lisa and Joanne and Jessica and Mercedes, have been designed to earn less that those ‘old hands’ and perhaps be ‘fall guys’. The ones who got in early were designed to make more monies and the reason why there has been delay is clearly so they pick up more 10%‘s, with their eyes on the peculiar Deed interest growth aspect of of my moneys as the years go by, which the newies are oblivious to and do not know about. This shows a design in what is happening by all of their instructing principals in favouring the old hands.
2. It would appear that Lisa and Joanna had been sent along specifically to do an employment type scam upon me when ASIC had seen that, following upon the May 6th consultation, I had completely changed my system to the then 400% ASIC III systems so, to throw to deliberately throw me off track, they sought to engage me with a proposition that an employee would locate 400% system leads for me and be paid for her doing so. Hence ASIC or the CDPP sent a Ms Lisa McKay to fetch $8,000 or as much as they could get for them off me with no intention as to provide any leads or benefit, no matter how easy I made it for her. I thought a so called admin lady would be able to make an appointment but she did not make even one with the names I gave her in about six to eight weeks - not even one. The employment idea that she proposed to get $1,000 cash per week was new to me so I decided to see if it would work, but it did not an as soon as the CDPP served me both she and Joanna disappeared and ceased all communication and presumably were reassigned to another assignment to go on ot do the same to someone else. Notably it was known to ASIC and the CDPP that I had just recently withdrawn a large amount of ‘bait’ cash from a bank so they sent Lisa and Joanna to come and get it off me by way of a documented and thus far undenied scam aand to get me off the new system where eventually there would be no outlay, as is now the case, for anyone to get started, which is not what ASIC wants as the new free system does not assist them and their clients to get a conviction.

I have provided Reserves 12 and 16

1. I have successfully provided Reserve 12, as of March 28th, 2020, which fact has never been in dispute, and Reserve 16 has just been made available as of April 26th, 2022, which fact is also not in dispute. Both are now available for lawful tapping into and ‘fishfetching’, and the Guarantor/s have been in place since as early as June 18th, 1990. I am also able to make available my other Reserves. So it is up to those who can, e.g. banks and guarantors, to go fetch. All is prepared.

Final Considerations

1. A question that must be asked is: was I, and am I, entitled to my unspent moneys and to do what I please with them, due to my not having been the party who breached my 1966 Terms of Settlement when called upon at my house to do so, and my not being the party who defaulted under the Terms of Settlement, as did the four instructed agents of AGC, and my having obtained the guarantee for all those elements in the Deed put to me that are and remain capable of guarantee, and my not having been in error that in any way that anyone has been able to find - at least not that I am aware of – but they are going to try their darnedest . Hence, if I have allegedly never been at fault and did not obtain my settlement moneys until the Deed, as a registrar of the Supreme Court concluded, then I can do what I like with the accrued moneys, so as to be able to finally access them, such as give away small portions of my entitlements to the creditors of debtors – so they both ‘get paid’ at once.

If I have been the victim of a staggering 177+ frauds by ASIC’s, or its instructing principals’, professionally skilled operatives over 3½ years, then it is fairly telling that for 16 teams and individuals to approach me, over 3½ years, having each time been given my number to ring me, so as to go on to defraud me as all, everyone of them, provide absolutely no assessable benefit, not $1 across the lot of them, as they all seek to obtain moneys which later, all of them, are alleged to be the ‘alleged evidence of the proceeds of crime’, and so it is fairly clear that, in the quarters of those who are in the know and out to get such moneys, that my moneys do indeed exist, as otherwise there would not be so many in 3½ months who would approach me on my phone number, usually while I am sitting at home, to be a victim of 177+ frauds, all notably arranged in two parallel type groups which notably, both started up at around the very same time, early September 2018, so my moneys must exist to some very considerable degree, especially to the people in the know who would know whether it is real or not.

The above figure above in paragraph 3 is just the money that the banks are sitting on and have tucked away, p.o.c.k.e.t.ed away, from just the duplicates, for their quarterly compounding 10%’s. The grand total of all the moneys, duplicates and all, that the banks are sitting on (as of this June 18th) is $994,107,779, so they are all highly motivated to not pass on any of the moneys to the accounts of the debtors as for them this has been a digital bonanza, a gold rush that grows and grows as moneys such as these are impossible to get commercially and virtually never come along in anyone’s lifetime from the most bizarre of legal circumstances pursued assiduously by a victim, whom some of them set out to defraud. There is no business that can deliver this bounteous treasure trove so they want to steal it, not only from me and cheat all the debtors etc. The thievery is almost invisible until one puts it all on a spreadsheet and analyzes it and then you can see what has been going on. Touché!

As of June 18th it will be $964,629,240 (Reserve 1, commenced June 6th/8th/20th 1966) + $24,016,352 (Reserve 12, non appreciating, commenced April 26th, 2022) + $5,462,187 (Reserve 16, non appreciating, commenced March 28th, 2020) =$994,107,779, and it is only going to get much larger for the banks and all beneficiaries. On June 18th we will be just short of a billion dollars and this is just the beginning, as the appreciating moneys are an end in themselves or can be drawn from reserves 12 and 16 in cold hard cash that I have done the ground work to provide. This is just the beginning for Australia and all Australians!

E & O E

Time which I was obliged to spend preparing this submission: 60 hours at my published investor/doctoral rates.

Dr David Murphy

Funds Owner and Defendant

Lienor

Contractual Civil Bet Winner and Precedent Owner