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Federal Court of Australia
15/06/2021 3:12:00 PM AEST

IN THE FEDERAL COURT

ASIC V David Murphy and another

NSD 1099/2020

RESPONSE TO ORDERS SOUGHT AND ORDERS SOUGHT AND SUPPORTING SUBMISSIONS

1) The first defendant consents to the first request that the matter be transferred to the Department of Public Prosecutions.

2) The first defendant opposes the second request as the plaintiff does not have a case against the first defendant, but does against other corporate parties over whom it has jurisdiction.

3) Other orders as the Court sees fit.

Submissions

4) The plaintiff appears to be using the current proceedings as a charade to conceal an advised corporate fraud which I have proven to it in my email service to it of April 21st 2021 (attached, particularly part in red) and instead seeks to sue an intended victim of that fraud, pursuant to my letter of complaint served upon it by me of May 5th 2020 (attached), and not the corporate perpetrator as an indication that they have either no understanding of the genesis and antecedents of the matter and are wasting the Court's time and resources if not pursuing the said fraud and current 'echo' frauds – or have another agenda. Hence the Court should not entertain the plaintiff in the concealment of the ancient and the current bank frauds of moneys, that have been declared by ASIC to still exist and be available to pay out loans and debts, so that this latent specie of so called '7931' fraud cannot be visited on myriad numbers of innocent and unsuspecting parties decades later who have obtained court settlements on "terms not to be disclosed", as a trigger for future long distant recovery at great interest.

5) Hence the matter should be dismissed and the second order granted in the reverse that I can have access as the plaintiff has not been able within 28 days, in writing or in the consequent interview, to rebut what I have said to it in the letter of April 21st, including at the consequent, within-the-28-days, meeting of May 6th.

6) In response to my service of the letter of April 21st, the plaintiff, at last, tardily convened the interview meeting I had offered to come into exactly one year after my offer to have a recorded meeting in my letter of May 5th 2020. The plaintiff convened the meeting on May 6th compliance meeting to accuse me, as the first defendant, of fraud upon a guarantor who is not performing its role as heir apparent co-guarantor, under the guarantor declaration of AGC, its former subsidiary, in reference to the Deed put to me via three instructed (as to amounts and dates) agents to recover my clandestine, but observed, appreciating 1966 Court Order settlement moneys, when I had not been the one who breached my Terms of Settlement at the start of the recovery phase, phase two, on April 23rd 1990. The said meeting of May 6th backfired on both counts for which it sought convictions of the whistleblower mark, who by a stroke of good fortune had not been able to make sense of the

provision, until nine years later in 1999, with the chance discovery of his childhood Supreme Court file from Supreme Court archives on May 25th 1999.

7) An organization that sues people who make complaints as a warning to the general public to not make complaints about crime and fraud has no justification for its existence and merely exists to perpetuate and protect crime by attacking those who complain. The Court should not encourage such behaviour upon the part of organizations which purport to act in the public interest, but when put to the test are found to do no such thing and prove to be guardians of crime and fraud against litigants who obtain and seek to access their Court settlement moneys. The plaintiff, in seeking to whitewash investigations to protect corporate crime, such as settlement recovery, which in my case backfired with my chance discovery, will yield a meaningless and useless result from its charade and only serve to confirm the recovery of court settlements with precedent interest as ASIC approved.

8) The investigation should be expanded to include the corporate party who stood to enjoy the return of 1,665% ($7,931 over 24 years from June 20th 1966 to June 18th 1990 at an in-evidence 9.5% per annum at annual rests accruing at $70,000) accrue to its account and to the practice of confiscation and embezzlement of moneys paid to creditors on debtor's behalves, such that the moneys are withheld from impacting the creditor's account, (though the debtor has adequately performed) and, notably, the appreciating moneys are not returned by the recipient bank obtaining legal/legally processed tender. Without these two areas of crime, (1966-1990-1996) and the current day corporate coordinated embezzlements, being addressed, any outcome of this current charade as it is, is fraudulent and only a whitewash to convict the whistleblower finally accessing his appreciating childhood settlement moneys and to cover up the original fraud practised upon the original plaintiff and his family in respect of both his attached settlement moneys and the paid off factory sale moneys of his next friend father.

9) In short the plaintiff's action to conceal and exonerate corporate crime is not only a charade, it is a contempt of Court and outright assault on the authority and workings of the Supreme Court and the common law and the right of a party to access and keep his/her guaranteed appreciating settlement moneys, all three of whom and which ASIC seeks to undermine in this Federal Court case on behalf of its many corporate clients and is asking the Federal Court to be a part of and apply the coup de gras.

Further Submissions in Support

10) There are three classes of allegationees in this matter, two of which are highly culpable. For a balanced and not predetermined investigation into the matter all should be investigated as to let them off the hook and charge only the remaining intended victim is nonsensical and a charade and renders any resulting determination, where there has been a concealment of any of the past and ongoing frauds from the Court, to be of no value.

11) The remaining intended victim, myself, the other being my father (and arguably my sisters), against whom the premeditated proven corporate fraud, outlined in my calling-ASIC's-bluff letter of April 21st and the subject of my letter of complaint of May 5th 2020, was practiced is in the jurisdiction of the plaintiff and of this Court to investigate as a corporate crime against the first defendant settlement creditor and the next friend in Supreme Court matter 1443/64.

12) If the plaintiff will not investigate the clockwork precision 1966-1997 corporate fraud against the original plaintiff / current first defendant, then the first defendant moves that the

proceedings be dismissed as the plaintiff has not been able to rebut what I said in that second throwing-down-of-the-gauntlet letter of April 21st, nor in the consequent meeting of May 6th, and merely wishes to convict the victim so as to protect corporate interests and a treasured settlement recovery practice, aka a '7931'. To do as such is a gross abuse of process as the plaintiff, by not being able to rebut in writing, or at the ensuing May 6th meeting, has no case against the first defendant, per se, as a Supreme Court settlement creditor, who was not the actual party who, on April 23rd 1990, breached his Terms of Settlement and so was made the entitled beneficiary of a due and reqiosite provision, and so is entitled to his negotiable, guaranteed, appreciating somewhat removed moneys. If the plaintiff will not investigate the replicable '7931' corporate fraudulent practice against the first defendant, and presumably many many others over many many years, the matter which is being brought to fool the Court should be dismissed as an abuse of process charade as it is being run to conceal and perpetuate a fraud at its inception and current frauds now being perpetuated on debtors in my law-provided-law-allowed due process actions to access my said moneys as static cash to help others.

The first defendant further moves the Court to order the plaintiff to:

13) - disclose and include as a defendant the corporate client beneficiary of the 1,665% interest return on the 30 year 9.5% p.a. ersatz loan substitute provided to me in 1966 and recovered with excessive interest in 1990,

14) - include the alleged confiscation and misappropriation, embezzlement, of legal tender moneys paid to the various debtors' accounts and kept in unison by banks for no stated reason except that the exceedingly rare Deed modified moneys appreciate at 40% per annum, true rate, in line with the provision of the 1990 Deed of Engagement and Provision and are of great appeal to banks who have mostly been garnering the quarterly 10% interest in unison,

15) - and also that the plaintiff thoroughly plead the in-evidence corporate fraud against my next friend father and myself as outlined in the calling-your-bluff April 21st document electronically served upon the plaintiff, which the plaintiff has been unable to rebut as a matter of due process but has instead improperly taken action against the reporting victim, who beneficially did not breach or default and who has exposed the corporate fraud – which in his case 'backfired',

16) - that the plaintiff thoroughly investigate the collective and in-unison confiscation and misappropriational embezzlement of authentic legal tender moneys by the creditor banks against the debtors, which was the subject of my unrebuttable letter of complaint to the plaintiff of May 5th 2020, when the moneys, since admitted to be "available to pay out debts and loans", and not disputed to exist, have been compliantly paid to the creditors' accounts, but rather corralled and not allocated to the debtors' accounts by creditors due to the creditors having a problem with their bank, due to the moneys inherent appreciation qualities arising from the provisioning modifying Deed, and

17) - that if the plaintiff will not plead the fraud against the debtors by the creditors' banks, the matter be dismissed for being a charade and want of prosecution against those doing the defrauding, as an abuse of process, and

18) - that there be an order that the plaintiff disclose to the Court the two manifestations of fraud, actual and alleged, and discloses the corporate identities of the perpetrators as to both in its pleadings to the Court and not engage in an abuse of process and concealment of crime

to fool the Court and punish the whistleblowing mark, who just happened to find, nine years later, that he had a provision in a twin edged Deed. If the Court will not require a full investigation into the corporate practice of recovering Court settlements with interest, particularly where the mark is not the party to have breached his Terms nor defaulted under the ensuing Deed, then the proceedings should be dismissed as a misguided and misconceived partisan victimization of a whistleblowing mark designed to protect an illicit corporate practice, which ASIC is fully aware of, requiring the matter to be dismissed in its entirety or expanded to encompass the corporate fraudsters who did and who now seek to benefit and conceal a corporate fraud from coming before the Court, in an attempt to trick the Court and legitimize a treasured '7931' fraud with the imprimatur of the Federal Court,

19) - that the plaintiff, purportedly investigating the frauds against the debtors by the recipient banks, be seen to be perpetuating the fiduciary breach practice of not accounting for the receipt of moneys to the designated accounts to the benefit of debtors and endorsing the actions of those corporate entity/ies, who sought to defraud the first defendant and his family, and who are hoarding, by way of embezzlement, the admitted-to-exist moneys paid out to the debtors' accounts with the creditor's banks and not accounting for the admitted-to-exist moneys paid by the beneficiary arising from his provision in the Deed,

20) - that the Court take note of widespread coordinated fraud against the debtors, in that moneys paid to the benefit of the debtors with the creditors' banks are being confiscated and hoarded, embezzled, and not accounted for once received due to the moneys' property of accruing at 40% per annum at quarterly rests in acts of fiduciary breach.

21) - that the plaintiff be acknowledged by the Court to be attacking my right to access my Supreme Court Order originating appreciating moneys, in any one of the four ways which the law provides and the law allows for me to access my moneys, when the Supreme Court has declared the moneys to be mine to do as I please, and I choose to assist others and settle their debts, in exchange for one quarter of the debt amount and so suffer a 75% loss in my ministry of paying out debts. By doing so I suffer a loss each time in order to be able to access my appreciating settlement moneys in 'static' cash form as the realization price I need to pay, where the debtor gets the serendipitous side benefit of having her or his debt extinguished for only one quarter of their outstanding amount for assisting me to access my modified Court moneys in a more liquid but non-appreciating form, and

22) - that it be recognized by the Court that this action, which shines a light on the bank's practice of confiscating moneys, only arises due to the website designer whom I paid, unilaterally and without reference to me, reserved the name Debt Wipeout so as to protect it against being poached by others seeking to pay people's debts so as to sustain continuous losses.

23) My Published Attendance Costs – 40 hours

24) Other orders as the Court sees fit.

25) Thus far, the matter has been an action to conceal a treasured replicable corporate fraud from the purview of the Court and attempt to have the Court condone this coordinated corporate fraud against children who settle out of court and against debtors who have their debts settled by way of payment of undisputed stewarded moneys entrusted to the said settlement creditor due to his not having breached his Terms of Settlement nor having defaulted under a subsequent deed, which triggered an account to grow.

Dr David Murphy
14th June 2021