**IN THE SUPREME COURT OF SYDNEY**

**In the Matter of**

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

**1443/64 aka 2011/327194**

**The overriding Common Law Jurisdiction of the Supreme Court continues until every last cent owing and "outstanding" and to which I am entitled is paid**

**Frivolous and Vexatious, Extraneous, Ex-Jurisdictional Matter**

**In the Local Court Commonwealth Criminal Division**

**Case name: R v David Gregory MURPHY** **Case number: 2022/78429**

**Prosecutor’s reference number: 2021PR01733t**

**Dr David Murphy**

**Funds Owner**

**The Defendant has been caught allegedly paying the debts of others which are not his to pay.**

**In June 1966, $7,931 was paid, pursuant to a Supreme Court Order, on my behalf, into a 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 1966, right up to the present day.**

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

**Defendant’s Confession: “To get rid of some of the moneys I admit that I have been paying other people’s debts which are not mine to pay”.**

**Verdict: Defendant found Guilty !**

**Sentence: Defendant to buy other people’s debts first and then pay them.**

**INSTRUCTIONS:**

To Ms Sarah McNaughton SC

Director CDPP

To Mr Nicholas Morrissey

Prosecutor CDPP

1. On Tuesday, April 26th, at the first CDPP prosecution mention, after I had filed my concluding document disclosing the March 25th, 1999, annulment (attached) that evidences that my reserves 1, 2, 4 , 5, 6, 7 and 8 moneys (reserves 9 to 15 were yet to come into existence at that time) have never actually ceased to exist, or were ever impacted by the cited annulled bankruptcy, which is the CDPP’s argued cause of the said seven reserves of moneys having ceased to exist in 1997-9, I then promptly filed in Court my two stamped transfer documents (attached), which I had filed in the Federal Court on June 15th 2021 for transfer to the Criminal Division of the Local Court in support of ASIC’s motion for transfer for prosecution of the fraud. My two documents outline, in some detail, the generally invisible but fully documented fraud which has occurred against me and, to a degree, my father, the ‘next friend’ (legal term) in my childhood matter, which gave rise to the fraud over the past near 60 years, i.e. from 1964 to the present day.
2. On the handing up and filing and service of my concluding bankruptcy extract in Court, the matter ‘s.witch.ed’, as I, of course, know my case, and no one doubts it, and your former matter ‘evaporated’ and ‘flew out the window’, so to speak, and is no more, as by my handing up and service and filing in Court of the annulment extract, it was established that you do not have a case and you know that to be the case, as I have told you. You are to correct me if you say I am wrong and are to do so within seven days, i.e. by Tuesday, May 11th, by way of email. Nor, as my appreciating, negotiable, guarantored, legal tender, equitable entitlement moneys were in unaffected, continuing existence throughout 2017-2022, do you have remaining any of the four witnesses, who also now figure as having been compliantly paid, as my 1997 bankruptcy had been annulled in March 1999. Similarly, all the said seven reserves have continued to exist right up to the present day and all the 2017-2022 debts, thus, consequently compliantly paid, is it not the case?, I ask and invoke section 17.3 of the UCPR.
3. So it was never a matter about moneys ceasing to exist or that “do not exist”. It was your mistaken case that my seven reserves ceased to exist due to the 1997 bankruptcy, which did not exist, and so I disposed of it immediately with just one applicable document so as to disabuse you of any further confusion and misunderstandings as to what my case is about – as I know my case. There is only one case, my Supreme Court matter which is in a protracted settlement accessing stage, and will be until the last cent is paid to me.
4. I have outlined it in detail and proven the fraud, notably in the section in red which proves the fraud beyond reasonable doubt and should make it very easy for you to prosecute.
5. I now request you advise me what steps you will be taking to prosecute the fraud to be found in the two served Federal Court transfer documents in the interests of all Australians who settle out of Court and become the victims of these unseen, undetectable frauds that are practised upon litigants who settle out of Court on “Terms not to be Disclosed”. To not proceed to prosecute such covert practices will be seen to be encouraging them.
6. As it is all inseparably part and parcel of the same case, it is the duty of you as the prosecutor to prosecute this fraudulent practise and be seen to to prosecute this fraudulent practice and not be seen to be approving of it, once brought to light, as I have done.
7. At our forthcoming progress meeting on may 3rd, I shall be asking you what concrete plans you are making to investigate and tackle and prosecute this virtually unseen fraud, which is a blight on all those who settle out of court and are induced to fatally breach their Terms of Settlement when called upon to do so many years later.
8. It is in the interests of all Australians who use the Court systems to know what you are intending to do pursuant to my exposure and transfer of the fraud from the Federal Court to the Criminal Division for prosecution, much of which I believe can be done in writing, before a staged event.
9. Prosecuting the person who has been a victim of the fraud since the age of 12 and is the whistleblower, on behalf of your clients and instructing principals, is not an option that Australians will accept.
10. Furthermore, additional to the above, at the hearing on Tuesday 26th April, I advised the Court that I intend filing initiating cross charge process in regard to lead up to the prosecution of various operatives who have been retained by and acting for ASIC and / or its instructing principals, in relation to the some documented 65 frauds, each involving ‘jail bait’ moneys being collected, that have been committed upon me to obtain, the said ‘jail bait’ moneys off me for their instructing principals.
11. I put you on notice that, as the prosecutor of frauds, I will be instructing you to prosecute the 65 frauds, as the prosecution of the frauds is all part of the same matter and not distinct from it but quite integral to it. I will write up the cross charge notices and advise you at future progress meetings as to their progress. I advised the Court that I sought two months to complete them but I understand that I should be able to have longer so there is no rush right at the moment as I believe the moneys are all being alleged to have been paid to them as the “proceeds of crime”, rather than as ‘jail bait’ moneys, which they would not have known about when they approached me to help themselves to my lawfully, in each case, gained moneys, with no intention to ever provide a benefit, let alone a net benefit, under the golden rule: never supply a benefit, as to do so would be a fraud as it is complicity, which all of the operative fraudsters took care to never ever supply, or perhaps were ever capable of, or being restrained.
12. Hence, as my ‘jail bait’ moneys were regarded by the operatives are ‘evidence of the proceeds of crime’, none of the moneys have ever been spent, but are rather being safely and centrally stored, so as to all eventually all be produced to the Court as ‘evidence of the proceeds of crime’ on the basis that my guaranteed, accruing, negotiable, legal tender settlement moneys had ceased (nonsensically) to exist by way of the 1997 bankruptcy, and so cannot be spent until they are no longer evidence to the Court as to their being ‘evidence of the proceeds of crime’, when in fact they are all my ‘jail bait’ moneys, which is something, I, as a law therapist, do as an unsure amusement upon seeming but locatable fraudsters, to whom I give all the rope they need, which I can later pull in, and maybe catch a big fish, which this case finally and aptly allows me to do, all in one go.
13. These fraudster operatives, who do not intend to ever provide any benefit, confirmed by the fact that they never ever do, not one of the 65, and always ‘shoot through’, as in each and every one of the 65 cases. Never was there any benefit provided, nor was there ever any intention to, as perhaps they had all been misled by their instructing principals who gave each of them my phone number, in that they had been incorrectly told that they were collecting moneys which were ‘evidence of the proceeds of crime’, not knowing about the annulment which renders that not to ever be the case, and so they could defraud to their heart’s delight, as is their finally honed career skill and choice, with impunity. The bankruptcy annulment extract shows that the moneys certainly never were ‘stolen moneys proceeds of crime’ due to my bankruptcy having been annulled and section 74, paragraph 6 coming into force so that 18 years later all the debts were 100% paid and any 0% to 25% moneys received, applied to reduce my outstanding balance of my settlement, though at a 100% to 75% thoroughly unbusinesslike loss to me as an accessing settlement beneficiary doing so in the only way which the law provides and the law allows whilst implicitly bringing the battle up to the doorstep of the ultimately liable principal by way of a proper due process. Thus, we have got them all, as you would know where they all are – especially the Bankstown mob who seem to be a tight little group, all tarred with the same brush and mates of each other. (I rang one of them yesterday (Fin Hub Finance) and he said there were “no moneys owing” by me to anyone).

Resolution Part 1:

1. Since all of these operative fraudsters are instructed as to my phone number and dollar amounts etc by you or by ASIC or one of your, or its, instructing principals, it may not be necessary to prosecute the career fraudsters at all, but rather more practically, and in accord with Aon v Anu, ASIC pays me directly for the frauds with all the Deed interest which has accrued. The frauds were all conducted so as to collect moneys which were alleged to be ‘evidence of the proceeds of crime’ to be produced to the Court in this eventual and long in the planning case as those moneys, being the alleged ‘evidence of the proceeds of crime’ have not ever been able to have been spent and so are in a trust account with either yourselves or ASIC or one of its instructing principals until the motivations and fraudsters have been whitewashed in Court by way, each of their statements, probably quite candid and unguarded and totally unsuspecting, some of which are to be found in your Crown Case Statement as some of the parties with a gripe have now, with the handing up of my annulment, switched to becoming defendants and their statements have become their defences, and moneys laundered through and by way of the Court and a predetermined and fixed jury process, and only then available to the career fraudsters and their and their supervisors in a say 80/20 team split. The simple fact is that like my spiritual moneys which have never been spent, the ‘jail bait’ Temple moneys, which are alleged to have been the “proceeds of crime” and so, with impunity, defrauded from me, have never been able to be spent until processed through Court.
2. If, as regards these Temple ‘jail bait’ moneys, for which I am but the steward and beneficiary and witnessed trustee, and God.dess sends along Her opportunities to obtain Deed interest on the moneys for the Temple, which are here being tendentiously alleged to be ‘proceeds of crime’ which can be thus processed through the Courts, then my moneys, which I paid out to settle the debts, which we now know to have actually been settled as those debt payments were all 18 to 23 years after the said annulment, and the bankruptcy was the only cause of my moneys ceasing to exist that you could find to cite in the Crown Case Statement, in response to my numerous requests over the past five years to all those who claimed the moneys are not real, do not exist, are not legal tender etc and so cannot be used to settle a loan or debt, though no one at all ever knew of any date or event that would have given rise to such a situation. However, the Prosecution knew that to proceed it had to finally provide the answer to my constantly asked question so as not to suffer the same defeat as happened in the Aiono case when it could not be explained to the Court as to why the money that they were talking about in a specified amount did not exist, and so you have pleaded no other event but the bankruptcy, believing, somewhat mistakenly, it to have arisen due to AGC’s creditor’s petition, which is certainly what brought about my debtor’s petition three days after AGC’s creditor’s petition had been dismissed and AGC did not ring me up to tell me the good news which would have avoided everything that has happened since.
3. However, it appears from your seeing that I had been bankrupted, you never thought it necessary due diligence to obtain a copy of my 1999 bankruptcy extract, which would have told you that you don’t have a case because the bankruptcy was annulled 18 months into the bankruptcy. The reason why you did not bother to go to the effort of obtaining an extract was that it was not important, it did not matter, you were not serious and because, of course, the outcome of the matter was predetermined and you considered that any extract would have no effect on the outcome, simply, as said, because, beyond reasonable doubt, that due to the stakes being so high and the objective of the case being the same as in the failed ASIC case attempt, being to get the moneys, an early outcome was not desirable and so your astounding choice not to get something so vital and fundamental and critical as the extract, indicated, beyond reasonable, or any shadow of a doubt, that the matter’s outcome was predetermined, and so, on the basis of your not having seen need to obtain the extract due to the outcome of the matter being predetermined, and thus any jury verdict rigged, and a farce, and hence a fraud, then any verdict is void beyond any shadow of a doubt. An opaque and fixable jury system must be done away with (see attached jury doc), and replaced with something such as the former Self Litigants Association tested panel process, as frauds can be carried out in a Court by way of a fixed jury. The moneys can also be processed by the creditors’ banks bundling up what they have been paid and sending the moneys on to any of my up to eight guarantors, five of whom are obligatory, which in your Crown Case Statement has never met with any dispute, so that the moneys can be stripped of their 40% interest and whatever else may need to be done, and returned to the creditor’s bank, all within the allotted 28 day period, see attached Guarantors doc, which you have not addressed or denied, so which is not in dispute.
4. Hence, I ask you to be honest and forthcoming, if you can, you may not be able to, and if your instructing principals consent, as they should, and let us be practical and you provide an honest and accurate accounting of the amounts which have been gathered in by the fraudsters as the now backfiring alleged thus far unspent ‘evidence of the proceeds of crime’ ‘jail bait’ moneys and see if your accounting of the moneys raised through the 65+ frauds tallies with my list. There may be more than 65 that I will find, it may be as high as one hundred since 2017, but you would know as they are all your or ASIC’s or its instructing principals’ operatives, so I ask you to honestly list them all, in the spirit of Aon v Anu, and we will see if the two lists tally and align and how closely.

Stay

1. I am seeking a stay on the proceedings until you produce your list of all my ‘jail bait’ moneys that have been collected in from the operatives, as it was always a matter of them always having to approach me, with never any intention on their part, of ever providing a financial benefit, gross, let alone net, in the instructed amounts, and never me approaching them, as is always the case, is it not, I ask under the invoked section 17.3 of the UCPR, or equivalent procedure, as I am the steward and caretaker of the Temple ‘jail baiting’ moneys that the operative’s seem to want to get. They cannot be spent by any of the operatives as they are being alleged to be ‘evidence of the proceeds of crime’, the question now is whose?, but, with the s.witch., ‘evidence of the proceeds of crimes’ against me they are, so you should provide your ‘proceeds of crime’ tally list within say 14 days, because there can be no privilege as I have the proper list and, to not be candid and forthcoming and produce your uncensored list will, otherwise, be admissive that your alleged ‘evidence of the proceeds of crime’ have already been laundered, say 80% to the operative and 20%, or give or take, to the supervisor or manager or instructing principal or whomever, prior to the hearing. If that has been the case, they must all be fetched back and be paid into the Court. With the s.witch the executed ‘frauds’ are by your selfless professional evidence gathering operatives who have all selflessly surrendered the moneys to you, meaning the proceedings should be indefinitely stayed until you pay all the moneys into the Court and provide the listings. So you are to produce the list promptly and deposit all the Temple ‘jail bait’ moneys forthwith so as to look good in this very public prosecution by me, so that I can compare it with mine and we do a reckoning in the light of the ‘annulment s.witch’, that are currently under lock and key in a CDPP or ASIC trust fund. So, at this stage I seek your list and that the alleged ‘evidences of the proceeds of crime’ ‘jail bait’ investment moneys immediately be transferred from the trust fund, or wherever or from whomever or from each of the selfless, due process, money gatherers, and be paid into the Court, and the prosecution be estopped from further proceeding until you have done so, as “moneys outstanding hereunder” under the anticipatory 1990 Deed provision, which is of broad application and at any time in the future, in the June 18th 1990 Deed put to me, together with all Deed provision interest that has accrued, as “moneys outstanding”, lest there be a fraud upon me or Temple moneys continue to remain “outstanding” and continually accruing, as they will be continue to be until a future time of reckoning, at any time in the future, when viewed side by side and in the light of the June 1966 documents from the 1443/64 file, which this entire matter traces back to and issues and descends from.

Resolution Part 2

1. If you allege that I should pay moneys in regard to the four witnesses, whose debts ‘flew out the window’ with the handing up of my bankruptcy annulment document and were, in point of fact, paid at the time they are recorded as having been paid in the respective rows, particularly columns B and C, due to my bankruptcy having been annulled, causing the ledger to ‘light up like a Christmas tree’ as “paid, paid, paid, paid” everywhere and section 74.6 of the Bankruptcy Act 1966 applying, you should say that and still produce your list of all of the alleged operatives’ moneys selflessly obtained as ‘evidence of the proceeds of crime’ and we’ll see what sort of equitable doctrine of set off the lists create for us, in what is becoming, and always was, a civil matter. I would say I will be the one on the credit side. This is the due process situation that your clients have committed themselves to in seeking to obtain ‘jail bait’ Temple money and casting it as “evidence of the proceeds of crime” - we get the Deed interest and whilst it ever continues to remain “outstanding” against a future day of reckoning, it will continue to accrue, as per paragraph 4 (a) Provision of the 1990 Deed put to me due to my not having been the settlement beneficiary party who had been the party who had actually committed the April 23rd 1990 breach of the June 1966 Terms of Settlement and ensuing Court Order, in regard to which, I was not the party to dutifully default, as did AGC’s agent Byrnes.
2. One of the very significant reasons as to why you are prosecuting me as a Supreme Court settlement beneficiary is that you, or some or all of your instructing principals (some may be very surprised to find out who they are actually in bed with) do not recognize the authority of the Supreme Court and regard those whose settlements have unavoidably been protracted and made difficult, as profit making businesses and not beneficiaries, and any due process involving the Supreme Court are regarded as commercial as you do not recognize the authority of the Supreme Court but only recognize the purported userpative alleged authority of the Federal Court, and so there is contempt of the Supreme Court and a being played out contemptuous attritional conflict between the two in evidence, which should be noted by this Court.

**Engagement Billing and Costs**

1. On June 17th 2019, I was recognized as a legal practitioner as I was recognized by the then NSW Justice (Courts) Department as having obtained my first officially recognized, in force, precedent, which gave me my stripes and is a feather in my cap, in regards to the abolition of the jury system, which precedent has now been precedent law since June 17th 2019 and all verdicts since, and arguably retrospectively prior, on the basis of my upheld argument, to be of nil effect, opening the door to many for much welcomed entitlement for recompense.
2. Please note my time charged on Tuesday April 26th, being for four hours at my incurred five doctorates [published](http://scwl.org/attendance.html) rate of $5,000 per hour ($20,000) for general and invited attendance, particularly when there is an element of nuisance and tendentiousness involved. Duplicity will attract a higher, perhaps doubled or tripled, hourly rate. These moneys will later be recoverable by the CDPP upon the defrauding operatives’ instructing principal/s so, at the end of the day, the CDPP should not be out of pocket. These moneys I will subtract from the moneys due and owing to me from my outstanding appreciating Court Order originating settlement moneys.
3. I believe much of the prosecuting should be able to be carried out in writing, which I will be happy to do and so charge accordingly. The preparation and writing of this instructing letter has taken thus 20 hours also at my $5,000 per hour doctorates rate, so an additional $100,000 is due.
4. The amount for this Tuesday, May 3rd’s, Court engagement for a further 4 hour call is an additional 4 x $5,000 which is an additional $20,000. Making a total due of $140,000.
5. Hence the amount due and owing and payable up until May 3rd is $20,000 + $100,000 + $20,000, which should be recoverable by you/CDPP from the instructing principal/s, who I am sure have very deep pockets and won’t miss the money. Failure by you to go to collect the moneys off them after you have paid me will only encourage them to continue to defraud other settlement beneficiaries who settle out of Court.
6. My Terms are that payment be made prior to the completion of seven days, that is by May 10th, lest there be default.
7. Please courier payment to me by company, or the like, cheque, lest a lien be invited and there be avoidable consequential default. In the event of delay the Deed rate of interest of 10% per quarter compounding, provisioned in anticipation of any future “moneys outstanding (t)hereunder” at any time in the future, will always be applied, which presumably you will be able to pass on in its entirety.

Costs:

1. I advise as to my costs in the preparation of this entire letter by way of invoice for twenty hours work. I put a lot of work into my necessitated letters and am entitled to charge at my [published](http://scwl.org/attendance.html) five doctorates rate for engaged and necessitated general attendance of $5,000 per hour. Hence, the amount now due and owing that has been willingly incurred by you for your having willingly engaged me by way of the sending of your vexatious and unjustified document of November 10th 2020 is $100,000.

As mentioned above I aslo charge, as being retained, for the two lots of $20,000 = $40,000 to be added on to the above $100,000 = equaling a total of $140,000.

1. However I make the following very fair cascading Calderbank offer:
2. If the moneys are paid within 24 hours (1 day) by way of couriered bank cheque then the amount will be reduced to $1 only.
3. If the moneys are otherwise paid within 48 hours (2 days) by way of couriered bank cheque then the amount outstanding will be satisfied for an amount of $30 only.
4. If the moneys are otherwise paid within 72 hours (3 days) by way of couriered bank cheque then the amount outstanding will be satisfied for an amount of $300 only.
5. If the moneys are otherwise paid within 96 hours (4 days) by way of couriered bank cheque then the amount outstanding will be satisfied for an amount of $3,000 only.
6. If the moneys are otherwise paid within 120 hours (5 days) by way of couriered bank cheque then the amount outstanding will be satisfied for an amount of $30,000 only.
7. If the moneys are otherwise paid within 144 hours (6 days) by way of couriered bank cheque then the amount outstanding will be satisfied for an amount of $75,000 only.
8. If the moneys are otherwise paid within 168 hours (7 days) by way of couriered bank cheque then amount outstanding will be satisfied for an amount of $100,000.
9. Thereafter the full amount of $140,000 will apply at your election as you threw away an exceptional opportunity to settle for $1 but instead have elected to vexatiously deny me my right to access my Court ordered settlement moneys at a loss where, as you are aware from the documents attached, ultimately no one has to pay me anything to have their debts and loans paid out under the 400% ‘ASIC Inspired Innovation Initiative’ system that came about from the May 6th 2021 consultation with ASIC and was instituted on the anniversary of the 125th Quarterly Rest on September 18th 2021. Upon your payment of the $140,000, if that is the figure you finally elect, I will withdraw the charge of your allegedly knowingly having sworn and filed a false instrument as a lawyer to cause very significant financial loss and damage to my reputation and to cause needless distress, putting me to forced labour causing me to have to write this very detailed, thorough and comprehensive letter for your response, which would never have come about had you not committed an alleged crime which the public has an interest and right to know, as the public has an interest in crime and defences to crime, by way of public prosecution means.

1. You have been given an exceptional opportunity to settle your debt at a great discount for the work you have needlessly obliged me to do when you have no case and no standing and I have done nothing wrong in accessing my moneys in the only way which the law provides and the law allows, which brings any fight up to the doorstep of your instructing principal or client and you are exposing yourself to liability for the debts of others to yourself pursuant to Detention Application 3 (d) when you are aware that as a Supreme Court settlement beneficiary with a protracted settlement, through no fault of my own, I am not a business as you allege, but nevertheless, since, as an act so as to deny others an opportunity to which they are entitled, you would deny innocent individuals and innocent businesses the lawful opportunity to have their debts paid for free with my negotiable, guaranteed, equitable entitlement, moneys that do continue to exist due to my undisputed and unassailable annulment you and the Commonwealth may become liable for their full debt and “all moneys outstanding” as per the anticipatory Deed which makes provision for all moneys outstanding.

1. Terms: full amount must be paid in seven days lest there be default.
2. Please pay me by way of a bankcheque or otherwise it will be viewed that you may be inviting a lien.

Additional

## Licensing exemptions to NCP facilities

There is a range of exemptions available for NCP facilities. These cover people who ‘deal in’ the NCP facility, as well as people who provide other services such as financial advice. NCP facilities that do any of the following may be eligible for an exemption:

* Only allows payments to be made to one person.
* **Is an incidental component of another facility (or incidental to another facility) where the main purpose of the other facility is not a financial product purpose. - Applies**
* Only allows payments that are debited to a credit facility.
* **Provides certain one-off electronic funds transfers (e.g. transfers where there are no standing arrangements with you and your customers). - Applies**

Dr David Murphy

Frauds Victim and Survivor

Founding President of the former Sydney Self Litigants Association.

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