**On the Nature and Origin of the Moneys**

 ‘**Stuck’ monies**

1. The Reserve One equitable entitlement moneys from which payments are drawn to settle debts etc are at a stage that may be termed as ‘stuck’ - or ‘positioned’ or ‘caught’ - and legally so - to use apt terms.
2. The equitable entitlement moneys are also at a stage that they are guaranteed due to a guarantee privily given to me by AGC on June 18th 1990. The guarantee applied to all particulars capable of guarantee in a so called Deed of Engagement and Provision of June 18th 1990.
3. Due to a guaranteed rate of interest offered by AGC as an enticement and a lure to enter into the said Deed, modifying a previous operational in-evidence precedent rate of interest of 9.5% per annum at annual rests, in evidence from June 20th 1966, my equitable entitlement moneys currently appreciate at a now 40% per annum at quarterly rests, 10% per quarter. On June 18th 1990 the rate was modified by way of a provision in the said Deed which had been given to me due to the fact that when I had been approached to breach my 1966 Terms of Settlement of June 6th 1966 by AGC through two instructed agents, I was not the party who actually breached. The breach was on the part of the party who instructed the settlement recovery professional, Martin Comer, to approach me to evidence and engineer a breach on April 23rd 1990 in the gross settlement amount of $9,500, in which he had been instructed as a special ops AGC agent and later, with two other instructed (as to dates and amounts) agents, put the Deed to me on behalf of their instructing principal, AGC, the Australian Guarantee Corporation, who was acting to recover my accruing settlement and other moneys in association with Westpac.
4. Since the moneys accrue at the rate of 40% per annum, 10% per quarter whilst they are termed “moneys outstanding”, they have a status that they are very negotiable and attractive due to their growth and their ability, being court order originating, to settle a debt or make a purchase, providing the vendor is agreeable to be paid with court order originating legal tender currency that accrues at 10% per quarter.
5. When a portion of the moneys no longer ceases to be an “amount outstanding”, such as when it has been processed by a guarantor, or even by the bank itself, it returns to being no longer “moneys outstanding” and the 40% interest returns to 0%. However, at the current stage they are at, being equitable entitlement moneys outstanding and very negotiable, they grow at 40% per annum at quarterly rests, as per the guaranteed provision of the Deed, whilst they are pending processing by one of the up to eight co-guarantors, even if there has been a changing of hands.
6. Hence, the moneys are termed ‘stuck’ as they are stuck at a stage that whilst being “moneys outstanding” they appreciate at a guaranteed 40% per annum whilst being “moneys outstanding” as contemplated in the Deed, rendering them very attractive and very negotiable stores of value and mediums of exchange.

**How Settlement Funds Are Accessed**

1. However, whilst the moneys accrue in this way, the only feasible way to access them is to break off tiny little chunks from the mass and compliantly pay it directly to the bank account of a creditor in a way that is compliant with the Electronic Transactions Act 2000 to, say, settle a debt for someone else, or to the bank of a seller or vendor in the case of a purchase. Since the payment is compliant with the said act and the moneys come from a lawfully instituted, solvent reserve of court order originating moneys, the debt is adequately enough paid. The payment is made by either electronic funds transfer, or if the bank is a guarantor, by way of the doctrine of equitable set off. Either way, once the funds arrive at the bank’s electronic portal, the payment is made and can be seen to be made as the payments are made by email, the successor to telegraphic transfer and morse code. Email can do all those two can do and more. When the payment is made the debtor is able to witness the payment being made and the creditor’s bank receiving the money. If the debtor is able to witness the payment and witness the receiving of the email by being cc’d in and witnessing it, then they know the creditor’s bank has received the money, as they have witnessed it. A debtor must have email to be able to participate in the process and witness the payment. I cannot help people who do not have email or access to it somewhere so they can witness the payment and be able to understand, as the moneys are simply ‘wired’ down a telephone line and arrive at the bank’s electronic doorstep for processing. If the bank has difficulty in processing the moneys due to their equipment not being capable of processing funds which continue to accrue at 10% per quarter, they can send to moneys on to any of the co-guarantors, five of whom are obligatory guarantors and are obliged to process the money back into a form that does not appreciate, if that is what a creditor would want, for who knows what reason.
2. A creditor’s bank cannot honestly say “we are unable to process the money or have it processed” until they have exhausted all eight co-guarantors, five of whom, as said, are obligatory and duty bound as guarantors to strip the 40% off the money and return it to the bank - or pay it out of their own pocket because they are guarantors - with recourse to fetch the moneys from further back in the matter in their own sweet time. The response “we did not get the money”, which all parties witnessed that they did, or we are unable to process or have processed the moneys, when they have not exhausted all guarantors, or “we are not accepting the moneys” and they do not send them back in either ‘cash or kind’ (just as they came and at no cost), just so they can keep them, is usually a preamble to an attempt to keep the 2nd and 3rd 100% ‘piggy back’ moneys for which the fourth 100% has been paid and received for processing and, in fact, the creditor ‘over paid’ as they have been paid with a guarantored security that grows at 10% per quarter, and so are being avaricious. Hence those three responses are deemed as clear evidence of an intention to defraud, a fraud which is committed on the 7th or 14th day after the allowed 28 day period. We thank ASIC for this new initiative.
3. If a creditor’s bank says they are not accepting the money, or are rejecting the money (and does not return it in cash or kind), then the debt becomes annulled and all four 100%’s are to be returned to us in cash! A creditor’s bank cannot say they are not accepting the moneys and keep them. If the creditor’s bank says it is not accepting the moneys and does not return all four 100%’s arising from the ASIC initiative within seven days, the debt is deemed as paid. However, the creditor’s bank is required to return the two ‘piggy back’ 100%’s, the second and the third, after processing. The bank cannot keep that money under any pretext, as the fourth 100% has been paid out to them for the processing so they are estopped from saying they have not been paid. The creditor who is deemed to be benefiting from its bank not returning the second and third 100% may be held responsible for their return and legal action entered into to recover them due to the creditor being enriched. Liens may be taken.
4. Guarantors (not the honourary ones) by their nature are obligated guarantors and are duty bound as guarantors to come up with ‘static’ cash for a creditor (first 100%) and the ‘piggy back’ moneys (2nd and 3rd 100%) because the point of the entire exercise of me doing this is to access my accruing court order moneys in a way that the law provides and the law thus allows. The benefit to a debtor is merely a side benefit to the main agenda of accessing an accruing settlement as I am a settlement beneficiary and not a business. Failure to return the second and third ASIC initiative ‘piggy back’ moneys back to us is regarded as theft and in such cases of theft the full force of the law will be applied to the bank and its licence and to the consorting creditor and to any directors as a disqualificational offence for seeking to benefit by way of a larceny. Such instances may be reported to the police for criminal prosecution. In such cases the creditor will be directly liable to the paying party and any helper or the like for the 2nd and 3rd 100%. What they do with the accruing first and fourth 100% is up to them. It is a very generous system and we thank ASIC for it upon the advent of the 125th quarterly rest, but one that may be open to abuse.

**History**

1. Furthermore, the moneys have a history that they derive initially from a Terms of Settlement of June 6th 1966, when I was 12, to which I was not the party to subsequently breach when called upon to do so with consideration on April 23rd 1990. On that day the gross settlement amount of $9,500 was fetched back by AGC through an instructed operative, Martin Comer, in order to evidence and engineer a breach of the 1966 Terms of Settlement, and a breach of the Supreme Court Order of June 8th 1966, to which I again was not the party to subsequently breach when called upon to do so by the said instructed operative of AGC on April 23rd 1990.
2. The net settlement moneys ($7,931) grew from June 20th 1966 at an in evidence applied precedent interest rate of 9.5% per annum at annual rests to precisely $70,000 on June 18th 1990, (you can do the calculation yourself) upon which date, by way of a provision in the so called Deed of Engagement and Provision given to me due to the fact that I was not the one who had actually breached the said 1966 Terms of Settlement or 1966 Court Order on April 23rd 1990, which provision modified the 9.5% interest rate to a new in-force-to-this-day precedent interest rate of 40% per annum at quarterly rests on June 18th 1990, (a precedent interest given to marks in Deeds when they are not the actual parties who have breached their Terms of Settlement or Court Order but suffered the taking of their moneys and property as if they had breached when they had not). This resulted in a capital appreciation of the “all moneys outstanding” contemplated and provisioned for in the Deed, but never expected to happen, as a goal of the two edged Deed was also to quickly bankrupt me by my being promptly sued in a fake case, (the vanguard Lance Finance case). It took a staggering 35 years to be able to understand the provision in the Deed (1964 – 1999) as neither AGC or Westpac had taken the time to explain it to me and it could only start to be understood in 1990 when viewed alongside both the Terms of Settlement and Supreme Court Order of 1966, which I discovered by chance in 1999.
3. Upon the May 25th 1999 chance discovery of my Supreme Court File and the figures therein the whole fraud by AGC and Westpac that had been practised upon our unsuspecting family to get and cause the loss of some $850,000 in 1990/1, and beyond, started to backfire and unravel and the entire fraud start to be seen in a new light due to my unexpectedly finding two documents (the Terms of Settlement and the Court Order) that I was never supposed to know about and which AGC had not disclosed to the Parramatta District Court so as to gain a judgment by fraud, which they got could not use in the Federal Court on September 1st 1997. On December 23rd 2003, as my cap off Christmas present for 2003, GE Capital Finance, the new owner of AGC, unexpectedly and judiciously rendered a full apology to me on behalf of its new acquisition AGC for any “inconvenience” that the entire matter had caused, to me and our family, because, being the new owner, it was quite safe for them to do so.
4. For the above reason the moneys are very desirable and are legal tender which has a growth quality of 40% per annum whilst ‘stuck’ as very negotiable “moneys outstanding”. However this growth quality tends to render them incompatible with made to specifications processing programs of banks in that the equitable entitlement moneys innately accrue and cannot be combined with non accruing static cash moneys. Hence, it would seem the moneys at this stage have to either be processed manually by a bank, as was the practice a very long time ago, with care taken to account for the 10% per quarter growth factor, or be sent off to any of the co-guarantors for them to process and return, five of whom, as said, are obligatory guarantors obliged to process the funds to conventional non-accruing ‘static’ cash for the credit of a creditor or vendor. Ample assistance is available to guarantors to assist them in the processing of the funds with recourse to other moneys and parties so that the task should not prove difficult.
5. As said, payment is made manually from either reserve 1 or reserve 12. Reserve 12 funds are already conventional static cash moneys and require no irregular processing as do reserve 1 funds. Reserve 12 funds merely need to be fetched from where they may ubiquitously be found. The bottomless pit that is reserve 12 was obtained by way of the taking of a certain manner of lien over ubiquitous illicit funds and foreclosing at law upon them and so the funds were implicitly attached and available once fetched bit by bit for immediate application.

**The 400% system**

1. After a cordial discussion with ASIC on May 6th 2021, a new process was introduced which is termed as the so called ‘ASIC initiative’, or ‘innovation’, or ‘400%’. ‘400%’ is a process that no company or business can replicate because it is impossible for any business to perform or sustain the process indefinitely. It can only be done by a certain type of court settlement beneficiary/creditor in a situation such as mine and is a hallmark that proves beyond all doubt that I am not a profit making business but rather my matter is a ‘creature’ of the Court and of years of due process, not commercial activity. It arises out of an attempt to defraud me after the defrauding of our family of a great deal of money 1990/1 by instructed professional settlement recovery agents. If ASIC had not come along and we had not had our conversation, after a belated one year, I may well still be on the old 15%/25% system. Instead, I am now on the completely different 400% system which began exactly on the date of the 125th quarterly rest on September 18th 2021, when I observed that, with all the payout activity over the previous four years I was not really making any inroads into the quantum of the provision originating reserve 1 and so could be much more generous and really switch away from anything that could be construed as a fee system, as opposed to accessing an accruing settlement – as in my situation, not being a business, there are available to me a few different ways way to access my moneys. The 15%/25% capital swap system, that looked like a fee to some, had been brought about purely by the instigation of a solicitor and later an accountant, to pay **their** fees. Later some other entreprenurial spotters (Kewa and Marina) came along and wanted 35% for their fees. (Spotters are little businesses, I am not. I am more in the role now of a sherrif-in-person, previously a litigant-in-person from 1991 onwards, accessing earmarked and delayed court order originating, accruing out-of-court ‘stuck’ settlement moneys in one of the only ways available to me, that the law provides and the law allows, by means of paying the debts of others with legal tender. To deny me the right to access my court order originating moneys is akin to a contempt and assault on the civil courts. Before the above four came along I was doing it all for free from July 2017 to about December 2018, but not personally accessing my moneys, just learning and seeking to find the best process.
2. In the 400% system, which has been instituted since the ASIC discussion of May 2021 and is known as the ‘ASIC initiative’, or ‘ASIC innovation’, the first 100% is eft’d directly to the creditor’s bank account (or there could be a set off). The second 100%, a ‘piggy back’ money, is also paid for ‘piggy back’ processing to be returned to me as ‘static’ cash as the whole point of what I am doing is to access my accruing, long out of reach settlement moneys in a way that the law provides and the law thus allows. To do so I have to incur, each time, a throroughly unbusinesslike 75% loss, as the whole point of the overall exercise, my being a longsuffering ‘locked out’ Supreme Court settlement beneficiary, is to access my ‘stuck’ court order settlement moneys and this is done by ‘piggy back’ processing. The third 100% goes to a helper or assistant (if any) to me as the recovering party, as people hear about my capabilities and funds usually by word of mouth as it makes waves. People who assist me to access my hard to get at moneys, sort of like being a friend of the court or rather a friend of the sherrif-in-person, are welcome and can receive financial remuneration by way of the third 100% for them and any of their helpers in whatever way they structure it. This third 100% is also sent along to the creditor’s bank for ‘piggy back’ processing by any of the guarantors and returned to us. The fourth 100% is for the guarantor, or could be retained by the bank, for their own processing efforts. The bank could go it alone and do it themselves (with my assistance if wanted) or bundle it up and send it to a preferred, not necessarily just one, co-guarantor (with my assistance if wanted). Each of the co-guarantors will have a completely different angle on processing, depending on their situations. This is all grounds for further discovery to see what comes back at us, initially and ongoingly. Five co-guarantors are obligatory as they inherited or bought into the guarantee obligation without knowing about it through being a successor to AGC due to its in evidence practice of orchestrating the recovery of out of court settlements made to children, and perhaps others, in the 1960’s for a determinable return to AGC over 30 years of 1,665%. Those guarantors who are honourary presumably have different capabilities and can provide different outcomes. The enabling culprit at the bottom of the list of the eight co-guarantors is more a securitor.
3. It was quite apparent at the time in 1990 that the instructed operatives were very well practised and experienced in what they doing and it would be most likely that they were doing numerous of these settlement recoveries in parallel at the same time. Everything was done to plan with great skill and adroitness so it is unlikely that mine was a one off with such an elegant process and now laid bare calculation 24 year ‘$7,931 to $70,000’ at the heart of it. The finance companies did not even have to pay out any money as they knew the marks were not customers at all but rather court settlement beneficiaries and the whole exercise was a recovery of money to make 1,665%, and not a lease, dressed up as a rental, at all. No applications were needed and they didn’t even have to provide a car because no one ever going to come and get it as the marks were not customers. There wass no outlay for the finance company except perhaps to pay for the documentation to the go between who is selling the self-funding recovery scam ‘rights’ to them. AGC may have been doing great numbers of these ‘off the shelf’ recoveries from people who had settled out of court on ‘terms not to be disclosed’ and most assuredly there are finance companies who are still approaching settlement beneficiaries (as I was yet again just last November) and conducting these undetectable covert activities today. From a reading of my letters and documents it is clear that ASIC’s current so-called ‘investigation’ activities are designed to ensure that the scheme does not come unstuck in the court by prosecuting victims and whistleblowers so as to safeguard it so it can continue to be used undetected for the recovery of perhaps all manner of not-to-be-disclosed settlements with considerable interest many years later from people who merely have settled out of court. Understandably, ASIC has a hidden agenda such that it is currently conducting a surreptitious court action to obtain a sleeper precedent so that some or all those who settle out of court and access their settlement monies in a thoroughly unbusinesslike fashion are businesses and under corporate law and needing to be licensed and answerable to ASIC. This is an encroachment by ASIC on behalf of its instructing corporate clients and principals, one of whom is the CCP, on the powers and jurisdictions of all the courts and an abuse of process, an act of domination over the civil courts and a singularly massive and monumental contempt. All the lawyers in ASIC and the CDPP who are pushing for the backdoor legitimization of this racket so that it becomes in undetectable common everyday use against totally oblivious litigants should have their practising certificates ignominiously revoked and be prosecuted. I know all their names.

**Processing**

1. By the above so called ‘400%’ process I sustain a thoroughly unbusinesslike loss each time of 75% but am able, by this means to access a tiny proportion of my equitable entitlement money on a spasmodic basis as I never know when the next debtor is going to come along who would like to legally save 80% on their debt or loan by my paying it out from my reserves 1 and 12.

1. Twenty eight days are allowed to the Creditor’s bank for the processing to complete the rounds via a bank’s preferred guarantor and at the end of the 28 days the processing is deemed to be completed and the debt settled and finally put to rest. This is particularly the case if the fourth 100% is not returned to me. If the fourth 100% is not returned, a creditor is estopped from bleating that they have not been paid, when we all have seen that they had. Of concern is when a creditor or the bank attempts to withhold the second and third ‘piggy back’ 100%’s and keep them as these two moneys that have been sent for ‘piggy back’ processing, paid for by the fourth 100%, have to come back to both me and the main helper. If they do not we regard them as provisioned “moneys outstanding” and they continue to accrue at the Deed 10% per quarter, if being unduly withheld, after having been paid to the creditor’s bank. A 10% rise upon “all moneys outstanding” attributable back to the anticipatory, all encompassing Deed designed to bankrupt me will take place on March 18th 2022, being the 127th quarterly rest. The creditor or their bank have no right to keep the second and third 100%. They are entitled to keep only the first and fourth 100% which, moneys are sourced from reserves 1 and 12. The accumulating reserve 1 and reserve 12, (the conventional moneys reserve which does not need any complex processing and can be simply fished out of ubiquitous, illicit, foreclosed-upon accounts where the moneys are to be found and which have been attached when a particular lien was foreclosed upon at law on March 27th 2020.
2. Processing of reserve one moneys by a co-guarantor can involve a return to the ‘scene of the crime’ in 1966 and to the entities which were responsible at that time for me receiving what constituted a loan to a minor with an interest rate of 9.5% per annum for future recovery contingent upon a breach of the terms to be secured in the future, which backfired on April 23rd 1990, and again on May 25th 1999. Although certain parties are co-guarantors the buck does not stop with them. They are merely staging points who can conduct litigation, if needs be, against the still existing, very well moneyed parties ultimately responsible in 1966 for providing credit provided to a minor, rather than final settlement, so that a 1,665% profit could be attained over 30 years by way of a loan to a minor to a corporate entity, such as AGC.

**Clarity**

1. In 2012, after a whole 48 years, the Supreme Court provided me with long needed clarity when a registrar ruled that it was in the Deed that I finally got my settlement and a Judge said that I can do (almost) what I like with my money, as he found that I have received it. By ruling that it was in the Deed that I get my settlement, it is implicit that I was not the one to default upon the Deed, as did agent Byrnes, and so could access the accruing ‘stuck’ moneys as ‘static’ cash by paying out the debts of others from the funds, or their purchases, which I now do on the 400% system, a system which is impossible for business to replicate and which I can only do as a settlement beneficiary accessing my moneys in one of the few ways the law provides and the law allows for a settlement beneficiary, whose access to his settlement moneys has, for a long time, been kept at bay and a mysterious process.
2. I was, and still from time to time, act in the role of a litigant-in-person and have done so since 1991. But now I act in the follow on capacity of a ‘sheriff in person’ accessing my accruing money by helping others in so doing with my ‘stuck’ guaranteed negotiable moneys that continue to appreciate at the provisioned 40% per annum whilst ‘stuck’. Nevertheless they can be accessed and deducted from the whole as they are my moneys and paid out to others by way of eft, or set off, directly to the bank account of the creditor or vendor.
3. It is now also possible for a creditor to enjoy the benefit of the moneys to do a near double up of moneys that they have lent whilst still retaining the ownership of a debt they have to a debtor.
4. On December 1st 2017, the AM Common Law Reserves Temple Charitybank, a private religious reserve bank owned by a spiritual Temple, was instituted as a ‘functional construct’ umbrella, a basket so the speak, to house the now fifteen reserves which have come into legal existence, each with their own legal and historical origin since 1966. Only three of the fifteen reserves are ever drawn upon, reserves 1, 10 and 12. The others serve as backups if needs be. On September 20th 2018 a BSB was reserved, 792.000, which to this day remains reserved, solvent and in use.
5. On October 1st and 2nd, ASIC submitted two documents to the Federal Court which stated that they had found that the moneys could be used to pay debts and loans – and so were real. They are real as there has never been a date in their history since June 6th 1966 when they ever ceased to be real, ceased to be legal tender, ceased to be mine or ceased to be able to be drawn upon to pay a debt which is not mine. Nor has there ever been an event either that would make that to be the case. It is notable that since the default of the Deed by an instructed agent of AGC, Mr James Warren Byrnes, on September 18th 1990, there has been a clear run ever since and the ‘stuck’ equitable entitlement funds in each of the reserves (but 12) have grown. On December 18th 2021, the 126th quarterly rest took place and the next one takes place on March 18th this year when all “moneys outstanding” will again appreciate by 10% across the board.
6. What would be apt as a future project with the moneys is if an app could be developed for mobile phones and the like to make the moneys more convenient to access for people to use on a day to day basis. This is an area for further consideration and development of these moneys that are ‘stuck’ as negotiable moneys which are guaranteed and hence very attractive. Currently they are just not as accessible as they could be for the masses to enjoy. At the moment for me to execute a payment, it is done over 48 to 72 hours and is a laborious manual process and not done at one sitting. It has taken time to get it right and requires a simplification to the process soon, if numbers grow.

**Final Comments**

1. It would have been noted that in the name “Asherah Magdalene Common Law Reserves Temple Charitybank” there is to found the word “Temple”. To sum up the moneys and put them in another way, what we looking at with these moneys are moneys that have the nature of being ‘spiritual’, or ‘divine’, moneys in a ‘spiritual’, or ‘divine’, bank owned by the Temple, a temple that goes back a long way and has seemingly been making its reappearance quietly felt on Earth since at least 1963, and perhaps elsewhere.
2. After the Temple comes the Kingdom.
3. Being spiritual moneys, as such, they are quite as tangible and detectable and legal and consequential as the abstract legal concepts of law, contract, agreement, tort, equitable entitlement, rights etc, all of which may also be said to be spiritual. Their being spiritual appears to be why these peculiar ‘stuck’ moneys have some most peculiar properties, such as their innate growth and their guaranteed status. And, of course, we say that spiritual moneys can most certainly pay or trounce any material debt and when a creditor or bank receives these detectable spiritual moneys as a payment they receive something quite special into their hands whose ‘magic’ will only become ever more apparent over time.

Dr David Murphy

Settlement Beneficiary

Funds Owner