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| **Subject:** | NOTICE OF INTENTION TO FORECLOSE AT LAW UNDER DETERMINABLE EVALUATIVE SELF EXECUTING GENERAL EQUITABLE LIEN |
| **Date:** | Fri, 13 Jan 2017 22:00:01 +1100 |
| Microsoft Word Document attachment (Westpac 2017.1.docx) |
| Microsoft Excel Worksheet attachment (Aquifers.xlsx) |

13th January 2017

To Westpac Banking Corporation

2017/1

On 23rd December I forwarded you a notice to further access the “all moneys outstanding” Deed of Agreement provision afforded me, currently parent guarantored by Westpac, to effect payments to a number of destinations and to top up my account/s with specified amounts for specified purposes. Twenty one days was given for you to effect these payments, as my bank, but these you have failed to do and the payments, as directed pursuant to the Deed and implicit guarantee, have not been made and so there is default and multiple dishonour (31) of the guarantorship on the bank's part.

Having an absolute right, as a guarantoree, to performance upon demand under the Deed and guarantee, in the email letter of 23rd December, I issued further directions for further withdrawals from my same guarantored “first aquifer” moneys so as to effect payments for a variety of designated causes and reasons. By today, 13th January, Westpac has failed to comply in so far as even the smallest amount. Westpac has not furnished any reason as to why it is unable to again further honour the implicit guarantee, which it was well able to three times do, on November 4th and 16th . These moneys were to be drawn down from or against enguarantored moneys and so Westpac has committed multiple (28) dishonours and defaults.

As Westpac has today multiply defaulted under the Notice to make the payments from my money, money which is mine under the said “all moneys outstanding” provision of the Deed and guarantee, I advise that I am, this day, January 13th, as of midnight, as is my right in the circumstances, taking a determinable evaluative general equitable lien over the Westpac Banking Corporation and all its assets, whatever they may be, wherever they may be, if any, as my next step as an investor by an Order of the Supreme Court.

I further advise that, pursuant to the taking of the lien, I am allowing a further seven days for Westpac to comply with my directions that the payments be made and forthcoming to the designated destinations. This allows you till 20th January to effect all the directed payments. By doing so I will have allowed 28 days for the bank to further perform under its guarantee, as it demonstrated, on Novembers 4th and 16th, it was well able to do from the provisioned funds, whose guarantored status I had brought to its attention on October 6th.

I furthermore also advise that: if all the payments are not made to the destinations, as directed, I shall, without further notice to you, in self executing fashion, determine the lien and thereupon foreclose at law, on all the as of tonight encumbered assets and thereby become the owner of all the assets and capital of the bank, wherever they are, whatever they may be, if any, as upon 20th January the bank will be in double multiple default and double multiple dishonour and I, as resisted creditor, am thereby and thereupon entitled to foreclose at law upon the bank, conducting a guarantee for equity swap, the banking version of a debt for equity swap, if the bank is unable to perform under its “inherited” (amantled, ensaddled) guarantorship.

A determinable evaluative general equitable lien effects a valuation upon an obligor upon the event of a dishonour or default and, upon its determination upon double default, title to an asset or entity can pass to an avoided creditor, (who in this case is an investor by an Order of the Supreme Court and a settlement creditor approached to be relieved of his settlement moneys plus interest, to be escammed to the uttermost) in self executing fashion, without any further notice to yourselves.

If Westpac is unable to honour its guarantee as to the “all moneys outstanding” in the relatively miniscule amounts currently sought then the bank will evidence, by way of the evaluative processes of the determinable evaluative general equitable lien, that its value is less than the moneys directed, in even the smallest amount, and so I foreclose at law upon the implicitly in essence devalued bank, as is my right, as the bank is unable to perform under the implicit guarantee and a bank that cannot honour its guarantees is not worth much, and can go for a song.

Hence should Westpac not perform under the notice of 23rd December, I advise that, at law, I shall, is it not the case I ask under section 17.3 of the UCPR, on the 28th day, become its owner and the bank, at law, move into private hands as I have every right to be paid my guarantored moneys “outstanding” upon demand (which I largely leave on deposit with the bank)? The bank for some reason, if compromised and unable to perform under its guarantee, is worth less that my moneys directed to be paid or transferred. Hence the lien shall have been in order and the foreclosure at law of legal effect.

Hence, be now advised that you have an additional seven days to perform or the evaluative lien, now tonight being taken, will be determined and my foreclosure at law will take place at midnight of January 20th, at which time I will become the owner of the bank and all its assets with your deemed consent, as if you did not consent you would promptly pay and make available the funds I have directed to be paid and made available from moneys which are mine and currently parent guarantored by Westpac.

Now is the time for any dispute or to forever hold your peace.

Should you choose to not further perform it will be understood that perhaps it is very likely that you wish for me to take this course of action as there are very good and most attractive reasons for wanting me to do so as most interesting benefits and advantages will accrue to the bank and its clients under my private ownership.

The writer advises that, with the imminent foreclosure at law of the lien, that before week's end, Westpac apprise the ASX of the situation and forward to the ASX the email documentation of 6.10.16 and 23.12.16 and this email of 13.1.17 and immediately seek a trading halt on Westpac shares due to Westpac's imminent risk of privatization at law and requisite withdrawal from the register and passing into private hands within one month of the email letter of 23.12.16, as, as at midnight on the evening of the 20th January, Westpac passes, at law, into private ownership as the fitting finale to a 53½ year legal saga by a prominent Sydney litigant in person and Supreme Court designated investor.

And who better to become the owner of Westpac? The creditor is an Investor by an Order of the Supreme Court dated 8th June 1966 in this matter and Australia's foremost law therapist, being founder of the Self Litigants' Association in 1999, an ex teacher (once a teacher always a teacher) and architect of the Developing Financial Responsibility alternative to budgeting system for budding investors, an ardent advocate of treatment alternatives, an importer of digital therapies, a scriptwriter and accomplished theologian and founder of Australia's only ever new major denomination, for want of a better word, a long term successful and proven event organizer and, with the aggregation of his aquifers, undoubtedly the largest single enguarantored private individual, perhaps corporate even, stakeholder in Westpac, due to the Deed and implicit guarantee, so the powers that be and the masses should have no issue with him.

What I, as the investor / settlement creditor, have done:

On 13th October 2016 I drew upon my first aquifer (account attached) and successfully paid out a number of debts. Westpac, by accepting payment of valuable consideration for the three Westpac cards, zeroed out the three cards' balances and, by so doing, validated the entire first aquifer as money was extracted from that very source for me to settle the three card accounts, as the attached account shows. Hence with that recognized and accessed money I likewise, with the same stroke of the pen, or keypad, as far as I am concerned, paid out the other debts referred to in the email letter of 6th October 2016 and these are all settled by me. The first aquifer is fully validated as a real source of moneys against which the plaintiff can draw, which of course it is.

It is perhaps inevitable that the plaintiff, who was

 - accorded a Terms of Settlement that in retrospect portended recovery and who was

 - established for the entirety of this matter, and for ever afterwards, as an Investor by an order of the Supreme Court and who was

 - ultimately not the one who breached the Terms of Settlement when approached to do so and, in recognition of that fact, accorded a provision for all moneys outstanding and an implicit guarantee, lest there be a fraud upon the investor and his family, and be subject to leverage from amongst its own ranks,

should one day mount a determinable evaluative equitable lien over the guarantor, should it prove unable to perform, and determine and foreclose at law over the guarantor, who cannot meet its financial obligations, as his own asset in which he, as a said investor, has the highest individual stakeholding, being the enguarantored aggregated aquifers. Such things have probably happened in the past before and I am probably by no means the first in the world to do this proceedure.

In this matter AGC became the guarantor of the interest rate, for which the mantle falls upon Westpac. The only way for the interest rate obligation to be arrested, in a matter such as this, is for the settlement creditor to ultimately, by virtue of the offered interest rate committed to, inevitably become the owner of the guarantor, as must perforce happen, and then and only then the interest rate obligation is arrested. With the commitment by AGC to becoming guarantor of the offered interest rate, the inexorable march to privatization began on 18th June in 1990, and now the future looks very bright for Westpac with hitherto undreamed of possibilities for all. It is a situation in which there is a chance to really start afresh.

To the trained eye recovery was provisioned for and set in train from the outset on 6th June 1966 with the inclusion of the trigger term “These terms not to be disclosed”. There was no benefit to a settlement creditor, such as I, in that term and its inclusion only served to assist the liable party to transform an outlay into a long term investment with an established 9.5% p.a compounding rate of interest (for Sydney) pending recovery contingent upon a later to be secured disclosure of the Terms. The Court, in 1966, could see that this matter was earmarked for recovery with the inclusion of that trigger term but when the time came to evidence and engineer a breach by me of the terms on 23rd April 1990, with consideration, I was, in fact, not the one who breached. Hence the Deed provided recourse for recovery of the “all moneys outstanding hereunder” with chance disclosure, at a later date, of a guarantor in the wings and ready.

The settlements, upon 4th and 16th November, of the three Westpac cards were not the first time there has been requisite performance under the Deed and guarantee. On 23rd October 1992, the then guarantor, the Australian Guarantee Corporation, precedentially performed under the Deed and guarantee and honourably paid $20,076.16 to me upon demand by way of a bankcheque, reducing the quantum of the moneys then outstanding in the second aquifer. The accessing of my first aquifer monies to pay out the cards in November 2016 denotes the third to fifth time there has been compliant performance under the Deed and guarantee. Although the then guarantor, the Australian Guarantee Corporation, paid upon demand, I did not at that time know it was any guarantor, even though its name clearly indicated as such, but at an early stage it showed its hand as being such by performing, an act which I would come to appreciate much much later. The second incident of repayment, in accord with the Deed and implicit guarantee, was on 27th August 1993 when Judi Joseph, Comer's associate and a seconded PEF recovery syndicate member, honourably made a $7,100 reduction contribution from her estate to the quantum of moneys owing in the second aquifer. Hence there have now been five instances of performance under the Deed and guarantee over the past 26 years, the latter three, more than half, by Westpac itself.

Judith Elizabeth Zappacosta advises me that if you have not yet paid her amount as directed she would prefer her $125,000 to be paid directly into her National Bank account BSB 082-632 Account number:47425 1899.

Also be advised amounts outstanding, not paid as directed, such as moneys to the trust accounts, accrue Deed interest of 40% per annum at quarterly rests as such amounts stem from and are derivatives of the “all moneys outstanding” provisioned for in the Deed and if you cause such amounts to be outstanding then interest accrues. The interest for delay should not come from my moneys as I have given adequate and supported directions for payment. The next interest date for these moneys is three months from 13th January being 13th April 2017.

Twenty three milestone dates in the 1964-2017 journey to foreclosure at law:

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The foreclosure at law in a case such as this is appropriate as it is a confluence of my Developing Financial Responsibility and Law Therapy in a settlement recovery case such as this where the settlement creditor has not breached. It is perhaps not uncommon.

If you have any issue with the foregoing please advise by January 20th as the now in force lien permits.

E & O E

Yours Sincerely

David Gregory Murphy

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