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| **From:** | David G Murphy <lawtherapy@devfinresp.org> |
| **To:** | hrservicecentre@westpac.com.au |
| **Subject:** | UCPR SECTION 17.3 SELF EXECUTING STYLED REQUEST TO CONFIRM AND NOTICE TO PAY OFF SPECIFIED CREDIT CARD ETC AMOUNTS OUTSTANDING |
| **Date:** | Thu, 06 Oct 2016 08:00:06 +1100 |

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| PDF document attachment (Deedyellow2pages400dpi.pdf) |
| Microsoft Word Document attachment (Westpac Request to Confirm and Pay Off.docx) |

6th October 2016

**UCPR Section 17.3** **Self Executing Styled Request to Confirm and**

**Notice to Pay Off Specified Credit Card etc Amounts Outstanding**

To Westpac Bank

I refer to the attached Deed of Engagement and Provision and extract from my Credit Reference Association report of June 1990 in which it appears that AGC, formerly owned by Westpac, entered the letters “GTR” in response to receipt of a dutifully forwarded copy of the said Deed, received by AGC on 18th June 1990. AGC has confirmed on the CRA report in writing that the letters “GTR” mean guarantor.

Please confirm that your former subsidiary AGC, the Australian Guarantee Corporation, at that time a finance and investment company in the business of providing guarantees, as its name adequately indicates, was guarantor of the “all (account) monies outstanding”, accountable to myself and my father, under and as per the said Deed, a situation triggered by the dutiful breach of the Deed by the appropriately surname-selected Byrnes on 18th September 1990.

The Deed makes no mention of there being a guarantor or guarantee, as far as the two parties to it go, but the Deed does contemplate there being “monies outstanding”, which came to be the case and which arising monies were, at that time, being contemporaneously raised by the syndicate as pre or post flowthrough for their client.

To answer this request, if uncertain who is the guarantor, you have a choice of three parties,

 - the grantor (the well known go between and settlement recovery syndicate head)

 - the grantee (the investor by a 1966 Order of the Supreme Court and settlement creditor and dupe to whom earmarked settlement funds were 'lent' for future recovery at interest) and

 - the Guarantee Corporation (lest there be a fraud upon my father and myself and for upside potential of a handsome account of a Court ordered investor)

“MRD”, for **Mr** **D**avid Murphy, does not appear to be an option as MRD is not the one who is in the DTR column for 180690. “GTR” is the party who appears in the DTR column as the here admitted or designated debtor to attract my eventual attention in relation to the “all monies outstanding”.

I understand that Westpac sold AGC to GE Capital in 2002 but suspect that this matter was not reflected in the sale nor sorted out prior to the sale through no fault of my own and now rests with the parent guarantor.

All roads lead to Rome and, upon your confirmation that AGC was the evident guarantor, it can be safely assumed that it is beyond reasonable doubt that it nominated for that capacity, as its name descriptor, as it was in a good position to be able to recover off another party who evidently had appointed the apt named Byrnes (as an evidence to the Court) and his syndicate team (Comer and McDonald et al of Project Equity Finance) and benefit from the “all monies outstanding” funds being invested with it, as a good commercial business decision, is it not the case, I ask under section 17.3?

It was indeed a prudent step on 18th June 1990 for AGC to have indicated its GTR capacity as a strong guarantor would certainly be needed to recover the amount outstanding to me from Byrnes' syndicate's principal (so someone from that time is in line for a hefty commission).

I understand that this matter has outstanding upside potential for Westpac Bank hence the decision to indicate that AGC was the guarantor so the matter would eventually come home to roost with Westpac and the monies parked with BT.

Pursuant to the forgoing I now take the opportunity to advise that I direct that within seven days the following amounts be taken from the guarantored accruing investment account of the “all monies outstanding”, which I intend to bank / remain banked with Westpac/ BT, for you to settle “monies outstanding” under credit cards:

Westpac Bankcard 5610 5921 7083 5505 Limit $ 2,400 Balance $ 2,069.83

Westpac Mastercard 5163 2020 2024 7726 Limit $17,000 Balance $ .02cr

Westpac Mastercard 5163 2300 0039 6171 Limit $25,500 Balance $26,547.89

Westpac Visacard 4564 7120 6911 6085 Limit $ 7,800 Balance $ 7,585.34

Chase AMP Line of Credit 02 004 6065 Limit $10,000 Balance $ 9,748?

Colonial State Bank Balance $13,038.83

National Bankcard / Mastercard Balance $10,309.54 or $10,473.99

ANZ 6007bpay Visacard 4509 4921 6106 1459 Balance $8348.36 /$5,352.62

Commonwealth Bankcard 5610 5120 0733 0975 or Visacard 4564 4250 8040 3982 or Mastercard 5353 1620 0011 7895 Balance $ 2,154.78

Commonwealth Mastercard 5520 3352 0735 9068 Balance $ 5,481.57

and that these credit card accounts now be marked as settled from the accruing “all monies outstanding” due to me with the enlistment of the parent guarantor.

Also please credit the following parties to my annulled debtor's petition bankruptcy of 1997, brought about by AGC's non disclosure in 435/93, with the nominated outstanding amounts as withdrawals from the said accruing account. These can be paid by way of payment to ITSA as the guarantor is the guarantor of “all monies outstanding”.

Emap $490

Mason Stewart $980

Next Publishing $640

Pacific publications $317

Southern Crossings $355

Telstra $1,681

Also to be paid

Greg Castle-Jones: $25,000 to St George account BSB: 112: 879 Account: 028109850

Roslyn Carol Lunsford of Ryde: $250,000, client of Westpac

Please confirm that these credit card accounts and my former line of credit of $10,000, some of which reflected my impeccable financial status in your eyes, are now settled and marked as paid and in order and forward me statements accordingly and reinstate the cards, with the original credit limits intact, as at all times I have had the sufficient assets under the Deed and guarantee, as the then guarantor and now parent guarantor would have cause to know - and this avenue of settling of the cards would have been known to you at all times.

I write this letter to you now as I am getting close to retirement age and seek to realize and draw upon these arguably bank guarantored asset accounts and bring them up to date.

Yours Sincerely

David Murphy

Investor

ph 8214 8397

0419 605 365