Moving Titles in Trusts; Claiming and Moving Trusts as a Remedy; Functioning As Commerce

Concise Explanation: All About Claiming and Moving Trusts as a Remedy.

Talking about decoding Trusts in the book Gilbert Law Summaries - Trusts by Albert C. Halbach, Jr. and looking up the words in Black's Law Dictionary.

It's all about trusts. A gentleman asked a question earlier and I would like to explain. Everything I've been doing in the past, I've realized it was debtor/creditor and I realized that we were doing everything all wrong and backwards. I really changed my whole focus. Everything is completely different now. I'm gearing everything towards trusts. It really makes more sense. Once you get into trusts and study trusts you find out a lot of what didn't jive under debtor/creditor all of a sudden makes sense under trusts. I'm switching everything into the trust mode. Instead of doing debtor/creditor I am going to stick with trusts. I'm going to live, eat, and sleep trusts.

I'm leaving the debtor/creditor behind. Not that I might never use it as a hybrid, but you really can't get a remedy as secured party creditor. Your remedy is in trusts and it's commerce through trusts and equity. In a trust you are the lender of an asset held in special deposit and if you don't express the trust you are the debtor under the UCC debtor/creditor relationship. You would have to bond the case and the bond is really with the trust. A bond is a trust in a trust relationship. Here we have been talking about trusts all along but we've been construing it, along with everybody else because we never expressed it as a trust, so they are construing it and getting us to function under debtor/creditor, under UCC, Accept For Value/Return For Value (AFV/RFV), and everything like that.

We have things in trust that are similar to those, although I wouldn't call them Accept For Value. It's all really explained in Gilbert Law Summaries - Trusts as a basic primer for statutory trusts, which is really the black. The trust that we really are talking about is the white trust, which is opposite the black, but if I teach what the black is you'll know the white by sight. To give an example: The AFV/RFV under debtor/creditor, which in my opinion and the evidence I've discovered, which is not exactly strictly opinion, what we were doing by AFV/RFV was creating a lien, which was under UCC, which was a negotiable instrument and anything under negotiable instrument law is debtor/creditor and you are creating a debt. A debt is what we are using as money in the system today and it is functioning as credit. Credit is what we use as money. These liens that we are creating that we were putting our unqualified signature to, which is the rule of the signature that I go by in expressing the trust, but since we are not expressing it as a trust we are creating a lien, so what we are doing is just making a bigger debt to pay another debt. We got double debt upon debt. They love us for that because we are creating more money for them to utilize. Here all along we thought we were getting some kind of set-off and we weren't even touching the set-off on the private side. We weren't doing a discharge on the public side. We were just adding to the debt, the public debt. It is my conclusion that we no longer need any AFV/RFV because there is a better route

and that route is 180 degrees the other direction. I think that is what they were using to lead us down the path by giving us a few bones here and there of successes because I don't know anyone at all who can claim a 100% success rate on any methodology that they use out there. No matter from A-Z, whether it was litigation, redemption, OID methodology. Everybody has a success rate of about the same. That made me wonder why. Why is it that it looks like you could throw a garbage can lid in there and get a remedy to some degree? When somebody could take somebody's success and duplicate it exactly the same way and they don't get a success. That made me wonder why.

Then with this trust stuff I was studying all along the more I studied trust my eyes got opened up to the fact that hey it's been trusts all along. All of us have been talking about trusts but we have been talking about trusts only in a protection method for protecting assets. That was just a device for protecting assets of the debtor from the creditor attacking him. We want to put it into trusts, treating trusts not as a defense move, but solely as an offensive move. I've been finding out that's what they have been coming at us with all along. It just looked like debtor/creditor because debtor/creditor and trust relationships are so closely related they look similar on the surface. When you dig down into it you will find out they are a little bit different. When you find out trusts are operating in a totally different world, in equity, and here we thought it was Admiralty all along, which is nothing more than debtor/creditor. They were taking you into Admiralty to force you into breach of contract but really there can't be any contract because there is no money. You can't give a value for consideration. Under trusts you don't have to give a value of anything, it's a thing. Whatever the thing is, the res, that is what is put into the trust. That's the principle, that is the property. That alone should tell us something. The fact that most of us were getting... The debtor/creditor relationship is so closely related to the trust that you have to dig down into a little bit. Plus, it operates solely in equity and that is where the trust power is. That was like the Admiralty coming at you under debtor/creditor, which was operating and taking you into equity and then for the enforcement. Then you got the breach of the duty under equity because equity is not compelling you to do the duty. When you didn't do the duty you wound up in jail or you owed a debt and they foreclosed. Really it is the same as the trust. What we thought was Admiralty, or debtor/creditor, was really trust. If it walks like a duck and talks like a duck it's a duck! We are talking about the actions of a trust. If it walks like a trust, talks like a trust, then it is a trust. That's the whole secret. No parties in the trust need to know they are forming a trust, including the Grantor, the Trustee, and the Beneficiary. That does not negate the fact that a trust was formed. If the law recognizes a trust then there is a trust.

As long as I have one of following Elements - intent, purpose, parties, or specific res[18], then I have a trust. As long as I can prove that; after I've made a claim, then I have standing to come in and make a claim as the beneficiary and say that the trustee didn't make a payment, or disbursement. When I prove that I have formed a trust, then I have a prima facie case against the trustee; a court of equity assumes that the trustee is guilty.

prima facie, adj. Sufficient to establish a fact or raise a presumption unless disproved or rebutted. **Black's Law Dictionary 1228 (8th ed. 2004)**

That is exactly what they were doing when they took you from Admiralty into equity. The same thing happened there. The strength comes in equity where the court is going to assume the trustee is guilty, didn't make a payment, and the only way that the trustee can prove that he is innocent is that if he has a record that he made a payment. The only thing a court wants to know at that point when are you going to make a payment. If you are not going to make a payment then you are in contempt. This is where the power of the trust comes in. It is in equity. Here all along we were talking about a trust operating in equity with a different face mask, thinking it was debtor/creditor or Admiralty and it was not. They are tricking us to come under debtor/creditor, under UCC, creating these negotiable instruments thinking we are going to do a set-off or discharge and there is no way possible. How does one get a remedy then?

Even though the remedy is not in the creditor/debtor relationship, or the secured party creditor, the remedy is in trust; commerce through trust. It's not that you are a "secured party creditor."It has nothing to do with that. That is going in the opposite direction. Knowing who you are as Grantor is the important part. For example, if you are the Grantor of the trust, or the Beneficiary, or maybe the Grantor and the Trustee, then you've got different powers through the parties, whichever way you want to play it. The key is whoever is the signer on the instrument, that was the Grantor of the whole thing to begin with. That is where it all began. If you didn't express it to be a trust from the beginning, here it was a trust because there is no money, and everything has to be a trust. When you go to the grocery store to buy groceries you think you are paying for something with Federal Reserve Notes, and that is just your purchase, you aren't purchasing anything. You are forming a trust. The same way at the gas station when you buy gasoline for your car. You aren't buying gas, you are forming a trust. Everything today has to be a trust. We are forming hundreds of trusts a day probably in some cases. Are we treating them as trusts? Did we realize they were trusts? I don't think so. Now, if they give me an offer that comes in the mail in an electric bill I'm going to treat it as a trust. It's an offer for a debtor/creditor relationship, only you don't know that it is a trust. I'm going to express it as being a trust by forming the four elements necessary. I am going to have intent, purpose, parties, and specific res. I'm going to turn that offer into the specific res. I'm going to return it to them as the special deposit under trusts. (special deposit/trust deposit)

If you look under **Black's 4th Edition Revised** it says under the definition of trust deposit -

trust deposit - a trust deposit is for the purpose of the depositor to make a payment for an obligation or a debt, or some other purpose.

Whatever the Grantor wants to do he really can do, as long as it's for a lawful means.

I could use that deposit to pay a debt or an obligation. I could give the specific order to do conversion and convert the assets to say money, whatever their money is, and take care of the debt. The remedy is really not in debtor/creditor, it is under trusts. We are really moving titles in trusts functioning as commerce. My bond is my word and my word is really my bond and really we are talking about a trust, a pledge, a duty, an obligation for a party called the Trustee to do whatever the will or the purpose of the Grantor for the benefit of another party. The third party could be another party or it could even be the Beneficiary or the Grantor himself. So, what I liken to debtor/creditor under AFV/RFV is really in Gilbert Law Summaries - Trust on page 127 under A there and §441 it is talking about the Alienability of Beneficiary's Interest. We also want to see §98 on page 27 for a tie in.

1. Right to Transfer - In General [§441]
Beneficial interests in a trust are freely alienable [that is a lien] by the beneficiaries, unless there is a valid provision to the contrary in the trust instrument. Thus, a beneficiary can assign, pledge, or encumber his/her interest, or even transfer it in trust for another. Also, if the interest is not conditioned on the beneficiary's survival, it will pass by will or by intestate succession.

a. Rationale
The beneficiaries are equitable owners of the trust estate; their interests [title] are property, and each therefore has power to transfer and convey her interest in the trust to the same extent that she could transfer her other property.

b. Transferee's right [§442] [Here is what is likened to AFV/RFV, but is not actually that.]

A beneficiary can assign only such interest in the trust as he or she has. The transfer is not a transfer of the trust res itself, but only of an equitable interest [beneficial title] therein. Whatever conditions or limitations [a lien] attached to the beneficiary's interest prior to the assignment apply against the assignee.

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[18]**res.**The thing. The subject matter-that is an action concerning an object or property, rather than a person; the status of individuals.

That becomes the hot potato. Whoever you give it to or assign it to now has the hot potato. That would be the person you would return it to.

Once it's attached to the beneficiaries interest I flip it, flip the hot potato to the new assignee and that hot potato transfers with it. There is your AFV.

That is how we would treat something similar under trust but it is likened to a debtor/creditor. It comes into being able to make the claim that there is a trust. What if the judge says, "I don't see a trust here?" You have to prove a trust. That was the Mac Truck door opening for you to drive that truck through when the judge says that.

That is an opportunity to prove the case, that there is a trust.

Q. How am I going to prove that there is a trust? Intent and purpose is by the Grantor.

It is pretty simple to prove the trust.

The parties is also simple.

There are only 3 parties to the trust, Grantor, Trustee, and Beneficiary.

Since I am the Grantor making this out, signing everything, granting everything by my signature all I have to do is define who the Beneficiary is and who the Trustee is.

using the moving titles platform

Then the specific res would be the actual offer itself, or the case itself, what I would (1) turn the offer into the trust res[18] by claiming; by using the moving titles platform. If there was not a title I would have (2) to create a title first, claim that title, then merge that and (3) move that title if necessary if I wanted to terminate the case. Or, I could (4) come in and compel the Trustee to do his duty for the disbursement if he didn't do it; after I expressed[19] and proved the trust[20] in the first step.

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[19] An **express trust** is a trust created "in express terms, and usually in writing, as distinguished from one inferred by the law from the conduct or dealings of the parties."[1] Property is transferred by a person (called a trustor, settlor, or grantor) to a transferee (called the trustee), who holds the property for the benefit of one or more persons, called beneficiaries. The trustee may distribute the property, or the income from that property, to the beneficiaries. Express trusts are frequently used in common law jurisdictions as methods of wealth preservation or enhancement.

[20] **Trust**. Black's Law Dictionary: 2nd Edition. **Definition:** 1. An equitable or beneficial right or title to land or other property, held for the beneficiary by another person, In whom resides the **legal** title or ownership, recognized and enforced by courts of chancery.'

I've got the specific trust res as property. I'm putting it into special deposit, once I put it into special deposit for the purpose of whatever I wanted to use it for the Beneficiary.

If I am the Beneficiary and the Grantor then the Trustee has to do the duty to say pay the obligation, which is nothing more than the same scenario on a mortgage. Everything is really operating the same way.

Once we get the model down we can put the model up and apply it to anything at all, any kind of offer that comes into the mail, whether it be an indictment, a charge for a bill, or whatever you want to call it.

Proving that trust I am going to have to be able to create records that are evidence that are not objected to in court. I have to know a little bit about evidence rules and one of the things we use is a notary because a notary's record is self-authenticating and is outside the hearsay objection to hearsay rule. That is why we

use a notary on everything. A notary is going to certify it and that notary record actually becomes the evidence I need to prove the trust because a trust forms upon the **present transfer**[2.1.1] of the trust property (the offer). Whatever the trust property is, the specific trust res, when I form a record of a transfer, which is one of the methods of formation of a trust. When I have two records to substantiate the transfer then I've created a trust.

There are four methods of creation of a trust.

1. Declaration by words or conduct;
2. Transfer, which is under UCC 3-200's, (see Appendix A) which is negotiation.
    a. endorsement, which is a signature. Anytime somebody signs that is an endorsement.
    b. delivery;
    c. assignment - that is what we are going to do on a UCC-3 after we claim it on a UCC-1;
    d. by operation of law.

3. Appointment.

4. Contract - which is going to be formed in the future in the trust. The one we are going to use the most is number 2. Transfer, which is going to be an endorsement and a delivery. I'm going to prove endorsement on a Green card sent by Certified or Registered Mail. When they get the Green card they are going to sign it. The signature is like an endorsement. It's going to prove also delivery, which is one of the methods under Transfer.

Here we have a method of Transfer representing Transfer, or method of formation of trust being endorsement. We have delivery and assignment on a UCC-3. When I do a UCC-3 after claiming it on a UCC-1 that it is mine, I can do something with it, assign it to somebody.

process discussed here

I am going to assign it say to the Trustee, whoever that may be. The Trustee is going to be a **Present Transfer**,[2.1.1] proved by the endorsement and delivery with the Green card of a specific title representing the trust res. At that moment the trust is formed. I'm going to have a notary certify that it was done on a Presentment, endorsed and delivered on the Green card. I'm also going to have an assignment on a UCC-3 and certified copies of that pulled out. I am also going to put a notice in the county of a filing [UCC-1] and pull that out certified. Now I've got multiple records to prove that I transferred trust property.

when the trust forms

That is the main thing, to prove by record that you transferred specific property to the trustee. That is when the trust forms.

Now we've got a trust!

I can prove I've got a trust!

[2.1.1]§2.1.1 The Inter Vivos Trust

We note at the outset that, as plaintiff contends, when an "owner of property), declares himself trustee of property:, a trust may be created without a transfer of title to the property"' ... Here, Peterson was both the settlor and the initial trustee. Consequently, so long as Peterson actually transferred the titled assets to the trust, it was unnecessary for him to take further action formally transferring title of those assets to the trust. As a mailer of law, the conveyance of the property was sufficient.

Must be a **present transfer** by the property owner for a classic inter vivos trust to arise. "If a property owner undertakes to make a donative inter vivos disposition in trust by transferring property to another as trustee, an express trust is not created if the property owner fails during life to complete the contemplated transfer of the property. In other words, there must be a present transfer"' of some property interest to the designated trustee. If one gratuitously promises to transfer property in trust at some time in the future, a trust will not arise until the transfer is actually made, provided there is a manifestation of an intention to create a trust at the time of the transfer.

Declarations of trust, and, of course, testamentary trusts, are exempt from the **present transfer** requirement, the former because legal title remains with the settlor, the latter because a will speaks at death. In the case of declarations, however, there still must be the manifestation of an intention to create a present trust. Also, a promise to create a trust in the future, if supported by a present exchange of consideration, may be enforceable under contract principles.

A will, on the other hand, speaks only at death. A will is a *testamentary* instrument *(i.e.,* it speaks only at death). An inter vivos trust is not a testamentary instrument. A revocable inter vivos trust may be a will substitute, but it is not a will Under the common law, an inter vivos trust arises when title to some interest in property passes to the trustee during the lifetime of the settlor. Because a 'will is ambulatory (i.e., it speaks only at death), the mere execution of a will that names a trustee as legatee or devisee under a so-called pour-over prouision"' will not give rise to an inter vivos trust. This is because no property interest passes at the time of the will's execution. A 'will may be employed to add property postmortem to a trust that was established inter vivos?" and. of course, to impress postmortem a testamentary trust upon probate property. However, under the common law. pour-over provisions in wills cannot create inter vivos trusts and really have nothing to do with testamentary trusts.

The omitted-child (or pretermitted heir) statute. An omitted-child statute in a common law jurisdiction is designed to prevent unintentional disinheritance by will of the members of a designated class of individuals. At minimum, the class will comprise the children of the testator. In Section 118.15.89 of this handbook, we consider how the revocable inter vivos trust can be employed as an instrument of pretermission, specifically technical pretermission by pour-over devie and substantive pretermission by pre-death funding.

When an agent may establish a trust of the principal's property. An agent acting under a durable power of attorney may impress an inter vivos trust upon the principal's property, provided the express language of the power of attorney authorizes the agent, i.e., the attorney-in-fact, to create the trust. Also, the principal must not have expressly or constructively revoked the agent's...

continued...

When I made the claim that I have a trust and came in and proved trust (this is in a court case). I am going to come in and do it specifically in one place, because everything I'm doing I'm doing administratively, it's all private, and if I bring that into court in the public side of the court I'm going to waive it and bring it back in and they can't stand that information in the open court. And the first shot across the bow that you are bringing something in they are going to say, "Hey, you need to go for a psych evaluation." That was the warning shot that you were going the wrong way. If you don't take heed you are going to lose all your substantive rights because you are putting it into the wrong place (the public).

they can't stand that infor-mation in the public

It needs to go into chambers and in order to get into chambers you are going to have to put a Protective Order on it because the Protective Order proves that it is (CONFIDENTIAL COMMERCIAL INFORMATION), which is Confidential Commercial Information, also known as Trade Secret Information. It comes under your

discovery rules in your state. In Florida here it is under 1.280 under the General Rules for Discovery. Under c. that is the protective order and c7. talks about CONFIDENTIAL COMMERCIAL INFORMATION and Trade Secret Information. The Protective Order establishes the fact that you have Trade Secret Information that can't be revealed into the public. Really it is State Secret and you need to look that up in **Black's Law Dictionary**(see below).

state secret. A governmental matter that would be a threat to the national defense or diplomatic interests of the United States if revealed; information possessed by the government and of a military or diplomatic nature, the disclosure of which would be contrary to the public interest. -- State secrets are privileged from disclosure by a witness in an ordinary judicial proceeding. -- Also termed governmental secret;

government secret. See executive privilege under PRIVILEGE (3). [Cases: Witnesses 216. C.J.S. Witnesses §§ 361-364.]

diplomatic, n. See DIPLOMATICS.

diplomatics. The science of deciphering and authenticating ancient writings. -- The principles were largely developed by the Benedictine Dom Mabillon in his 1681 work entitled De re diplomatica. -- Also termed **diplomatic (n.)**.
Black's Law Dictionary 1446 (8th ed. 2004)

get into chambers

You are foreign to the United States jurisdiction. They are foreign to you so everything that you do in intercourse with them is considered to be diplomatic relations. It would be "contrary to the public interest." They don't want the public to know about this stuff and that it is possible that you can do it. It is State Secret Information.

protective order trade secret

You can't bring this stuff in on the public side of the court. That is why they hold a gun to your head and say, "Hey, you need to go for a psych evaluation."

It's a warning that you have to bring it into chambers so once we have a Protective Order established, it is established to be Trade Secret Information, CONFIDENTIAL COMMERCIAL INFORMATION, and that gives you the reason for the in-camera hearing.

If they don't grant you the in-camera hearing they are not allowing you to bring your evidence in to prove your case.

What is that in violation of?

That is in violation of due process. You mean to tell me we don't have any due process in this country left? I believe that we have at least some kind of substantive rights left that are functioning in the public.

We don't have a total dictatorship, do we?

If they deny me due process, on an appeal that is an automatic win.

That is how we get information into the court.

That information we put into the court is the proving and claiming of the trust. Once I get it in there I can give instructions to do the set-off and discharge and bring the accounts to closure and settlement. It all starts at the rule of the signatures, at the formation of the relationship of a trust and that is where we need to be gearing our minds into - where was the signature put on the first time?

A lot of people are having trouble with that because they are not coming back down to where this signature on a particular case was first used. That is where the trust was formed. If you didn't express it at that time, even if it was 5 years or 10 years down the road, you can still go back and re-express it and change it around to a trust. All these sub-trusts we are creating are really trying to gain access to the Cestui Que Trust, which is the Social Security STRAWMAN account.

When we fall into dishonor in a case in a debtor/creditor relationship they have the ability to access the account for the funds that are floating around for the face value of the complaint along with all the bonds that are attached in the background, the **bid bond**, the **performance bond**, and the **payment bond**, which is really what they are after. Those are the big-ticket figures. That is what is really paying all the fictions because the case value itself probably doesn't pay the electric bill on the courthouse. The bonds in the background is what they are after.

When I claim the trust as being the case, the trust res, and all proceeds therefrom, and therefore everything in one fell swoop is generated and tied to that case are mine. They go into special deposit also. This cannot be touched by them because I didn't authorize it. I can't tell this stuff in open court on the public side. It must be explained in the paperwork in chambers because it is State Secret and CONFIDENTIAL COMMERCIAL INFORMATION that is going to be a shock to the public. They don't operate like that in the public. We would have chaos then. That brings us back to that old TV show, Get Smart. Take control because we are all fighting chaos. As he was in Getting Smart. The alienability of beneficiary's interest was a key thing. It also says that in §98 on page 27 under...

3. **Alienability [§98]**
Because trusts are created only by some form of transfer by the settlor (even if in the form of a declaration passing title from the settlor individually to the settlor in his/her fiduciary capacity), it is usually, if somewhat casually, stated as standard doctrine that the interest held in trust must be alienable [or transferable].

a. **Common Law [§99]**
At early common law, certain future interests (e.g., possibilities of reverter and contingent remainders) were non-alienable and therefore could not be transferred into a trust (although, e.g., the retention of a reversionary interest in the trust

estate after transfer by the trustee of a fee simple determinable, or other interest in trust property that is less than that held in the trust, was permissible). Today, however, in most states all future interests are freely alienable and may be placed in trust; where this is not so, the old disability remains.

What are they doing?

They are construing the trust because we never expressed the trust. In 1776 The Declaration of Independence which basically says that we have all rights given to us by Yahweh and all those rights are unalienable. They can't be transferred. But, you see everything today is about commerce and moving titles so they tax the movement of the title.

It's all about commerce and commerce can't deal with this kind of a narrow view. They have to make the titles transferable or alienable. Transfer is the same as a lien.

b. **Inalienable property [§100]**
Certain other types of property are not alienable, and hence cannot be transferred into a trust-e.g., certain tort causes of action in some states, or the interest of a beneficiary of a spendthrift trust [The Declaration of Independence is nothing more than a spendthrift trust.] (see infra, §§460-489)

(1) But note
Strictly speaking, the "standard doctrine" referred to above applies to transfers into trust and not to whether inalienable property can be held as a trust res; thus, if an inalienable cause of action arose in the trust, it could be held as a trust asset.

Since we are talking about the spendthrift trust lets go to §460 on page 131. It comes under B. Restraints on Alienation.

2. **Spendthrift Trusts [§460]**
A spendthrift trust is one in which, by stature (see supra, §443) or more often by virtue of the terms of the trust [remember, the terms of the trust is The Declaration of Independence.], the beneficiary is unable voluntarily or involuntarily to transfer his interest in the trust. In other words, he cannot sell or give away his right to future income or capital, and his creditors are unable to collect or attach such rights. This type of trust is usually created to provide an interest for the beneficiary that will be secure against his own improvidence.

So, even if you made a mistake and got into trouble you still couldn't transfer your rights under The Declaration of Independence. That is the estoppel. That stops everybody from transferring and coming at you. Is that what is happening today? Aren't they liening up your property? Then that must not be so. The Declaration of Independence must not be in effect then. Now we go to §498 on page 139. I don't know exactly when this came about but I would say sometime after 1861, the Civil War. Sometime between there and 1933 a protective trust came about. In Protective Trust it says…

4. **Protective Trusts [§498]**
A protective trust has long been used in England and is increasingly used in American jurisdictions (see supra, §493). A "protective trust" usually is an ordinary trust that pays out its income regularly but which, upon an attempted voluntary or involuntary alienation of the beneficiary's interest, becomes a discretionary trust, sometimes a broad one to apply the income for the benefit of any or all of a group that includes the original beneficiary (see infra, §500).

Any time someone tries to take the beneficiary's assets, attempts to voluntarily put a lien against it and tries to collect on the beneficiary's assets, a protective trust is now being construed because they are saying under the modern view that we don't have unalienable rights any longer under The Declaration of Independence. We have commerce coming in and re-construing things for the benefit of transferability to do commerce because now the creditors are saying you owe and we want to collect. But, a discretionary trust was formed after this protective trust due to this attempted voluntarily or involuntarily alienation of the beneficiary's interest. Now we jump to §490 on page 138.

3. **Discretionary Trusts [§490]**
A "discretionary trust" is one in which the trustee [U.S. bankruptcy trustee] is given discretion to make or apply (or withhold) distributions of income or principal or both to or for one or more beneficiaries, whether or not the instrument [The Declaration of Independence] provides standards for the trustee's guidance (but see infra,§501).

So, they are allowed to withhold. That explains why all along we are not any successful at getting our remedy under whatever method you use.

It is per the discretion of the trustee. He has discretion to decide whether or not to do the set-off or the discharge solely at his own discretion.

If he looks at it and says, "*If I disburse the funds to the beneficiary as soon as I do the creditors are going to jump all over his assets. I can't do that because that would be in violation of the trust*." All these assets were put into trust, say in 1933, to protect them from the creditors.

The creditors were trying to cease (seize, take) the assets. In 1933 that is about when the discretionary trust came in. They voluntarily gave all the assets into this discretionary trust for protection. They really weren't enforcing The Declaration of Independence where all titles, rights, and interest were held in trust and were unalienable. It was designed to keep the beneficiaries from their own improvidence. So what is happening since then is by prescription. **by prescription**

prescription, n.

1. The act of establishing authoritative rules. *Cf.* **Proscription.**

2. A rule so established. -- Also termed (archaically) **prescript**.

3. The effect of the lapse of time in creating and destroying rights. [Cases: Limitation of Actions 1. C.J.S. Limitations of Actions §§ 2-4.]

4. The extinction of a title or right by failure to claim or exercise it over a long period. -- Also termed negative prescription; extinctive prescription.

5. The acquisition of title to a thing (esp. an intangible thing such as the use of real property) by open and continuous possession over a statutory period. -- Also termed positive prescription; acquisitive prescription.

Cf. **Adverse Possession**. See (for senses 3-5) Period of Prescription. [Cases: Adverse Possession 1-95. C.J.S. Adverse Possession §§ 2-225, 263-299, 327-338; Conflict of Laws § 76.]

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Adverse Possession- The possession and enjoyment of real property, or of any estate lying in grant, continued for a certain length of time, held adversely and in denial and opposition to the title of another claimant, or under circumstances which indicate an assertion or color of right or title on the part of the person maintaining it, as against another person who is out of possession.

6. International law. The acquisition of a territory through a continuous and undisputed exercise of sovereignty over it.

7. Oil & gas. A Louisiana doctrine that extinguishes unused mineral servitudes after ten years if there is no effort to discover or produce on the land or the land pooled with it. **Black's Law Dictionary** 1220 (8th ed. 2004)

Moderator: Nobody has claimed the trust, so there has been a failure to claim the trust, and they failed to exercise it and they are going to destroy and extinguish your right and title to do that.

Isn't that what they kind of have done already, somewhat similar?

Now you are in agreement with them and if you are in agreement with them there is no controversy, no case, and they can't foreclose. Just a simple acknowledgment of the debt, which is an agreement with them which ties right in with the scriptures, "*agree with your adversary quickly lest he take you into court and extract every cent that is due him*." **Matthew 5:25**

So, we put in an acknowledgment of debt and follow that with, or along with an order for a settlement. That would be an estoppel and give us time to put in the paperwork for what is needed to do the settlement.
How are we going to do the settlement?

IMPORTANT!

do the settle-ment

I've gone through this before, but I will do it again. If we drew a circle in the middle of a piece of paper and drew a vertical line right down the center of the circle and split it in half. On the left side is the public side, the minus side where the liability is. On the right side is the asset side, or the private side. I would draw a horizontal line on the bottom of the circle, straight across, and now what you have is the traditional upside down T account, which is nothing more than a ledger under accounting. You have assets on the right and you have liabilities on the left.

How to Settle your STRAWMANS Cestui Que Vie Trust
https://www.youtube.com/watch?v=sT6Me2Sku8k

All those people who are going into the Depository Trust Company (DCT) are going to be falling into a potential trap. When they go into the Depository Trust Company (DCT) and they go in they are answering questions and are not asking questions as king, because a king always asks questions. It is as-king questions as king. The one who asks the questions is the king. They are asking the questions of whether or not you know what you are doing in there. You are not going in as the King asking questions.

They are asking the questions and they are the king and you are debtor.
Those people who are successful to get in there think they are getting access to their accounts. Here is where the big benefit comes in and if you fall into the trap by taking the benefit you've never even got out and you got yourself into a bigger mess than what you got into. You are nothing more than a better paid slave. They are going to give to you all the treasury securities, the T bills, or gold certificates, and whatever is in that account. They are going to give it all to you. At that moment what you do with it is going to determine whether or not you are going to be succeeding in completing what you thought were starting out doing or whether you are never going to get out and you are going to increase the debt even farther and they are going to love you for it.

If you take those certificates, those T-bills, and spend them like money, like they hope you will, you are going to take the benefit, which is the debt, and you are going to spend it back into the debt system thinking you got access to your account and didn't. All those debt titles on the left side - we are going to draw another circle and put a capital T in there. T stands for titles. At the foot of that T we are going to put a small D. D stands for debt. It is the titles to the debt on the left side. We are going to do another circle on the right side and put a capital T in there also. That is the titles and at the foot of that T we are going to put a little A. A stands for assets. It is the title to the assets. If you take those titles to the debt on the debt side and you spend them you are just going to create more debt, double debt, paying debt and you can't pay debt with debt. It just keeps mounting up. That is why they are loving you. You are creating more problems than you realize. You are putting the final clinches on the collapse of the whole thing, but if you treat it as a trust and you take the title drawing a line from the Td up to another circle at the top. We are going to put SM in there. That is your STRAWMAN account. We are going to merge

the titles. We are going to move the title and draw an arrow to that SM. We are going to move that title to the debt into the SM STRAWMAN account. On the right hand side, the title Ta , the assets, which is going to be the same amount as the Td on the left. They are going to be equal. We are going to draw a line from the up into that SM STRAWMAN account.

Now what we have done is we settled the accounts and in effect we are closing it. You have the assets equally with the debts and what happens when you take a minus and a plus and bring them together? It discharges on the public side and it sets-off on the private side. You bring the account to zero.

Here is the thing. One penny of real money, lawful money, on the private side will discharge all debts, all fiction money, on the liability side. If I fell into the trap and used those titles to the debt as money I never did collapse the trust. I never did terminate the trust. The trust still exists. If I move both titles into the STRAWMAN, the debt and the assets, the STRAWMAN account terminates. The trust purpose has been fulfilled. There is no trust. What happens is the trust is terminated? The trustee must wind it up. He winds up the trust and terminates the trust. In other words, he has to disburse the funds, the real money that is still being held in private, minus say one penny. After we gave the order for the settlement we are going to give a discharge on the public side and we are going to give an order for the set-off on the private side. We are going to give an order to set up a new trust on the private side. Once that STRAWMAN account is closed the remainder from that account is going to be transferred into the new trust.

In that new trust you are going to get a whole different kind of credentials for it. The STRAWMAN account with its capital names and all the accounts associated with him are eliminated, they are gone. They are terminated, period. All your electric bill accounts, everything in that way, will no longer exist. You are going to form a new trust and another account. You are going to have the remainder of the assets being put into that. That is going to remain on the private side. You are going to come back over and order a new trust to be set up on the public side, e.g., a NON-PROFIT. You are going to order the Treasury to do the trade or whatever they are going to do to generate the interest held on the property or the assets held in the private and deposit that interest into that NON-PROFIT on the public side. We will live forever on the interest generated from that as long as you just use that interest to purchase goods and services consumed by the real man held in private. As long as you don't conduct a business with that new NON-PROFIT you won't be commingling your funds again. You won't be creating any new debt. In effect you have taken care of the war debt, taken care of all past debts, all present debts, and then all future debts that may be in the future. You've discharged them on the public side and set them off on the private side. The remainder was transferred into this new account on the private side, which is generating interest on a new NON-PROFIT on the public side and that interest is placed into that. You will write checks like that and nobody will be the wiser. It is not taxable because it is foreign source.

= = = = = = = End this Part

You will be given the credentials to identify this new trust entity and you will become whoever. You will be able to travel like you were before, probably with more freedom than you had before under today's terms. That is basically it in a nutshell. The documentation is simple as long as we do due process and notify all parties. They will never answer back. They never have. If they did they would be acknowledging the debt themselves and that would stop the prescription. So, we have to go ask questions because the one asking questions as king is king. The questions I want to be asking are, "*Do you have all the necessary forms in your possession to close and settle this account?*" If they say yes then say, "You've already got the order for the settlement, then close and settle it." If they say no then I would give them an order to give me the forms I need to complete the information so you can close and settle the accounts. It's as simple as that. I think we make things too hard under this debtor/creditor brainwashing that we continue to go back to like a dog to its vomit. We don't have to.

That also explains the reasons why some of these 1099-OIDs that were put on withholding there and taxed it back to the principle and as soon as they got it back to the principle the IRS seized the funds or locked up the account. The IRS accountants could not give the disbursement to the beneficiaries, who were debtors. As soon as the assets were transferred to them the creditors would jump all over them. What they had to do is seize the assets and apply it to the debt. That is why you didn't get any funds. Until we pay the past war debt, all the present debt, and the future debts that may be out there... and do the discharge on the public side and set-off on the private side and terminate that account.

With that why don't we open it up with some questions?

Moderator: With this explanation based on trusts it makes things a whole lot clearer.

Guest 3 - You said using UCC is not debtor/creditor instrument but you are still using the UCC-1 & 3.

Moderator: If you will notice on the UCC forms it says NON-UCC FILING. If you select that block it is no longer a UCC filing.

Guest 3 - On the UCC 1 andUCC-3 we keep on the private side and we acknowledge it by using the Registered Mail ID number?

Moderator: Right. What I am doing is I'm specifying that it is non-negotiable. As being non-negotiable that is being strictly private. Anytime I've got a negotiable instrument what I've done is put myself back under debtor/creditor. That's all we've been doing with all these bonds, set-off and discharge bonds, is operating under debtor/creditor. Money orders, promissory notes, all that stuff. We were just creating bigger debt.

Guest 3 - So what I've gathered on the bill I can just be the Grantor and transfer that to a trust and name a particular trustee for my benefit, is that what you are saying?

Moderator: Yes, right, under a special deposit, which is also known as a trust deposit.

Guest 3 - How does that work, a trust deposit?

Moderator: If you look up in **Black's Law Dictionary 5th** it says the trust deposit is where money or property is deposited, to be kept intact and not commingled with other funds of the property of a bank, and is to be returned in kind to the depositor, or devoted to a particular purpose, or requirement of the depositor, or payment of a particular debt or obligations of the depositor. Also called special deposit.

special deposit. A bank deposit that is made for a specific purpose, that is kept separately, and that is to be returned to the depositor. The bank serves as a bailee or trustee for a special deposit. -- Also termed specific deposit. [Cases: Banks and Banking 153. C.J.S. Banks and Banking §§ 283-287, 290.]**Black's Law Dictionary** 471 (8th ed. 2004)

Guest 3 - So it is just a matter of specifying the purpose for the deposit of the res?

Moderator: Yes, and I believe under the Restatement of the 2nd Law and Trusts or *Restatement of the law, second: trusts 2d*[55]it is section 345 where it talks about conversion. I can convert trust property into say cash or credit and then order it be applied to the debt, or the obligation, or the purpose of the Grantor.

convert trust property into cash

55 https://searchworks.stanford.edu/view/1814203

American Law Institute Published by American Law Institute Publishers, St. Paul, Minnesota, USA. (1959)

Guest 3 - Then the trustee has to do that?

Moderator: Yes, or else he is in breach of trust.

Guest 3 - In that case it has to be a non-negotiable?

Moderator: Yes, because it is non-negotiable if I tell them it is a trust or special deposit. That is non-negotiable.

Moderator: We have put it into effect in a limited way. We have one foreclosure that was on the sale block and going to be foreclosed and 2 hours before we put in some material and went up to the judge and asked him to get the thing pulled off. We thought we were unsuccessful at the time, but the sale was discontinued. That time we just put in an NOI (Note of Issue[28]) in an expression of the trust. We didn't follow it up with the proof of the trust, which is the Statement of Interest. We took

another case and we tried the same as we did in the first one and we went the next step and put the Statement of Interest in fact there and that case got closed down.

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[28]**Note of Issue** - a document that lets the court know that all discovery is complete. It is a way for the court to know that the lawsuit is technically ready for trial. Once your attorney prepares and files a "**Note of Issue**" your case will sit on the trial calendar for many months.

Guest 1 - You didn't have to go in-camera then, you were able to deal with it right there?

Moderator: No, we didn't get in-camera with it.

Guest 1 - You basically blew them out of the water without even needed to go private?

to review key points start here

Moderator: Right, right.

Guest 1 - So, just two foreclosure cases to your knowledge so far?

Moderator: So far, Yes. We've got some others that are trying different things. I know they are trying it themselves based on what we've been talking about. I'm not totally aware of what they are doing and some of the successes on that yet. This technology is totally new. This is getting in on the ground floor and we are just now starting to ride the wave.

Guest 1 - You've probably had some great number of months that you have been on these phones calls. I've only been with you 4-5 times over the past 6 weeks. I think you've done this for 8 or 10 months, haven't you?

Moderator: No, I've had the Money Banking and Trusts show for almost going on two years now.

Guest 1 - Claiming and Moving Trusts as a Remedy just came in June so you are real fresh in your knowledge?

Moderator: Yes, I've been studying trusts since I started the show but I didn't put a label on it and coin the phrases and make it public, so to speak. At that point I saw the direction to go.

I would like to point out to everybody, it doesn't really rest on the fact that we haven't done any of this, whether it is me or anybody else. It's whether or not you've studied the facts, or the doctrine so to speak, and this is not theory. This is actually ripping off and exposing how they are operating presently and how they've operated in the past. It is explaining how they have been doing things. This is not theory. I would like to point out the fact that just because me or anybody else hasn't had any experience at it, don't allow that to stop you. If that is the kind of attitude or mentality we have then Edison would have never discovered the light bulb. Or, Christopher Columbus would have never discovered America. They would

have said, hey, unless you've done it before then you can't be doing it. Unless you sailed out there and discovered America you can't go out there and discover America. Or, just because we didn't discover the light bulb we can't discover the light bulb. That kind of thinking is not quite right. It depends upon whether or not you believe on what we are talking about that makes it willing for you to step out by the belief, or the faith, based on sound judgment based on facts, not just on conjecture, but based on material facts to support you doing what you honestly believe in. I can see from studying trusts that it makes a whole lot more sense coming at it from the point of view of trusts than under the debtor/creditor stuff that we have done in the past. Really, the trust thing puts and explanation on why we haven't been successful. I really think that once we get this down and understanding the basics and its application and mimicking what they've already been doing and are presently doing we will have a greater success. We should be able to get up there to 100%.

In fact, I can see where we won't even have to go into court. The only way I'm going to go into court is if they drag me in there.

call a treasury directive hearing

I'm going to call a Treasury Directive Hearing under the IRS Treasury Directive 25-06 and under that USAM (U.S. Attorneys' Manual) 6-4.010. That basically says that Individual Master File (IMF) in the IRS - all other agencies has got to comport (*to agree, correspond, or harmonize*) to that ...correct the master file.

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Treasury Directive Hearing, under IRS Treasury Directive 25-06

https://www.treasury.gov/about/role-of-treasury/orders-directives/Pages/td25-06.aspx

USAM (US attorneys manual) 6-4.010

https://www.justice.gov/jm/jm-6-4000-criminal-tax-case-procedures#6-4.010

Who sets up the information in that Master File?

We do, you and I do.

status as trustee

We self-assess ourselves and we sign the declaration forming a trust on the IRS 1040 form that appoints our status as being Trustee on that trust.

We did that.

When that judge looks at that folder and sees that in there and we come in there as beneficiary say, there is a conflict here.

Correct The Master File

We've got to go back in and correct the Individual Master File (IMF), to the way that we want it as the "Beneficiary, "When the(IMF) is corrected by the IRS, then there would be a conflict with the Social Security Account. If we are listed as the "Beneficiary" on the IMF and the "trustee" on the Social

claim the trust in the IMF

Security Account then all the agencies including Social Security must match up or we must be incompetent.
We need to go back and get the records straight.

Claim the trust in the IMF and from that point you have standing to come in and move the titles and terminate the trust. When you terminate the trust you get the disbursement.

The paperwork is not that hard.

I think trusts is a whole lot simpler. Now I don't need to dance to their tune on their stage, using their tools, and expect to any results better than they are going to give me. **...end this part**

Guest 1 - I've been listening to you a lot and doing lots of research to come up with some more questions. One of the things you said recently is to use non-precatory language. Non-precatory language is order, command, and direct. You were talking recently about when we send out a notice and demand, e.g., for the genuine wet-ink signature promissory note, should we be sending out a notice and command?

Moderator: Yes, or direct, "I hereby order you or direct you to…" I don't like the word command. I like the words order and direct. It is not precatory.

Guest 1 - Could demand be considered precatory?

Moderator: - Demand? No, I don't think so. I would lean more to demand, direct, and order. **...end this part**

More Questions and Answers
Guest 1 - Last night you were talking about the Treatise on Trusts that you are currently studying. The reason that you are focusing on that so much is because it is pre-1933 and... is that book for those of us who want to operate in the private?

Moderator: Yes, because Gilbert Law Summaries is the "statutory" "black trusts" and The Treatise on the Law on Trusts by Thomas Lewin is the white trust, the private trust. It is 1776, before the Statutes and Codes, before the United States formation. (Published in 1858) It is not under common law. It is under equity. Equity is not common law.

Guest 1 - You brought up the term equity and I think there is a lot of confusion for some folks out there. Since I've been listening to you you've clearly emphasized that the in-camera[29];in-chambers, is the equity area, the man, the fair conscience venue that we want to be in. But then even when we are standing in the public open court room there is an equity component to that as well that has been merged with the Admiralty. If you could help us understand the difference of those two equities that we are dealing with that would be great.

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[29]**in-camera.** In chambers; in private. A cause is said to be heard in camera either when the hearing is had before the judge in his private room or when all spectators are excluded from the court-room.

Moderator: The pre-1933 equity that we are talking about is solely gained in chambers, but post-1933 equity has really been morphed into nothing more than Statutes and Codes because they redefined it. That is in the public, on the public side of the court. They have hidden the real equity in-chambers and they have given you something that is supposed to be equity but it is nothing more than Statutes and Codes and they are the bond of obligation, or statutory trust.

Guest 1 - That is what makes the people that are using the Tim Turner stuff so scared to get into the equity court because it is really just a bond of obligation.

Moderator: - Right, right. If I want to talk about 1776 equity like The Declaration of Independence where I have unalienable rights of the substantive man that is in-chambers, in private.

Guest 1 - Where in that public court room - I've been there before on an event - they really talk like you are not even in the room. Is that because there is no conscience there and it is just a move forward for the corporations to gain their profits, is that really their agenda and nothing more?

Moderator: It is all form, process, and procedure on that side. The real man can't show up because he is not the fiction. It seems the only thing they realize is not incompetent is one of their attorneys.

Guest 1 - Once we get into chambers, because your technology is so cutting edge and new and seemingly so grounded in so much doctrine and history...

Moderator: It is not doctrine and history. I'm just revealing how they have been doing it all along up to the present. I'm actually showing the practical application of it. That is not doctrine.

Guest 1 - Forgive me for using the wrong term. Also within the conviction of the people listening to you, one of the challenges we might face, even once people that are studying and listening diligently and following you diligently to be able to be effective for remedy, if we were to share this with someone else trying to find remedy, would it be possible for us to go into chambers and speak on their behalf?

Moderator: Quite possibly it might be, but I don't know about that. I would have to run through some research on that. You might be able to come in as the friend of the court, say. Pre-civil war, back then, you could defend yourself. You didn't have so many attorneys. You could come in yourself. Yes, if that is being held in-chambers that stands to reason that you should be able to come in there with somebody else in-chambers. I think we've got enough things to worry about as it is without complicating with a few more twists - get it down to the bare essentials so we can get a finer grasp of what is going on and how to handle it, elimination of all possible variables - keep it down to as simple as possible.

Guest 1 - You've spoken many times about perfect title. Perfect title would be the circle without the line going down the middle of it, which would also be allodial title. Once we finally do achieve the notification of all the agencies that you have spoken about and there is proper notice all over the place, and the IMF file is finally where we want it to be, at that point would it be possible to obtain allodial title on real estate?

Moderator: I believe so, Yes, it has to be. That is when America, the common law, the Republic, comes back for at least that individual or as a group that does it, or all depending if we all do it. Or pay it for all, let's put it that way.

Guest 1 - With that one penny of real money you were talking about, for example.

Moderator: Yes, Yes.

go to the IRS

Guest 1 - One of the things I was reading about was about the merger of titles and how it says that the interests have to be exactly the same. One of the things that was brought up - if you don't mind I'll read the text from [Gilbert Law Summaries - Trusts] Parties to the Trust if that is ok, *Merger of title where sole trustee is also sole beneficiary [§159]… are one and the same person... the result is a merger of legal and equitable titles, defeating the trust and creating a fee simple absolute in the trustee-beneficiary*... Interests must be exactly the same for merging to occur. My two questions about this are,

1. Who determines what those interests are, by whose decision?

2. How do we determine the nature of what the word exactly means in this context?

Moderator: As the king, he doesn't really sit down and know specifically everything that is being done so he kind of gives the order, so to speak as a general command, to do what needs to be done and then the grunts down below them, the servants of government, have to comply and do the detail work.

you've got unlimited credit

The person I would go to that has to know the amount of the debt would be the IRS. They have to know the amount. Now maybe they might not tell me the amount, but I really don't care what the amount is because I've got unlimited source of credit, say, and the debt is - just take an equal amount of interest from the asset side and apply it to whatever the amount is on the liability side so that they are equal in interest, so that the titles can be merged, of equal value or equal interest. Then send me a receipt that it has been settled so I know it has been settled. Then the remainder, put it into that new trust. Then I order you to generate the interest and put it into this new NON-PROFIT on the public [correctly: private] side that I can spend as I see fit on the consumables for the maintenance of the live man.

Guest 1 - Once we have that set up where we can actually have an account

at a local bank where we can write checks from it, as you said so no one would be the wiser, is there any, for example if we wanted to pay off a debt for a friend would there be any reason we wouldn't want to do that? Could we get into a situation...

Moderator: I wouldn't want to commingle funds now, although I could teach the other person how I did it. I would watch out about commingling funds because I don't want to be connecting that NON-PROFIT with a US business or trade and find out I've just ruined everything I've done and put myself back under a debt situation again. You have to learn how to administer the trust once we've taken control of the trust.

Guest 1 - That's probably going to be one of the trickiest things to learn over the long term?

Moderator: I think it is really basically simple. As long as you stick with purchasing goods and services for consumption for the real man, if that is all I'm doing is being a consumer and I'm spending it with the interest that was generated then I've got no worries because I'm not commingling funds.

As soon as I want to put that someplace else and go into somebody else's... commingled with the debt side again, like solve somebody else's problem with my interest then I think I'm going to commingle and I better watch out about what I'm doing. There could be a work around from that. I might form a separate corporation, or separate trust, totally different and then whatever profits it would generate it would be taxable. That would be a whole other ball game.

Guest 1 - So, if we don't get into a situation where we are commingling directly with that NON-PROFIT that you just mentioned then we wouldn't have a responsibility to file any tax return, right?

Moderator: Right - because it is foreign source. It's draw against the private side that's held in that new trust account in the private.

Guest 1 - If we wanted to, for example, pay someone's rent or their mortgage payment or whatever it would be a great idea to set up an additional entity so it would be a domestic organization that could commingle that would handle some of those issues.

Moderator: Right, and that might want to be a private charitable trust that would fund that with maybe some of the interest that you've got, but that is going to function as a separate entity and it is going to be responsible for its own taxes.

Guest 1 - there is the bridge that we are probably all been looking for. There are still a lot of hurting people out there that we would like to help.

Moderator: We are going to help them the best by getting them educated so they know and understand it's all about a trust. Then they can go do this process.

They can claim their own trust because everybody has got a trust. Everybody who has a STRAWMAN trust has a birth certificate.

Guest 1 - I know, but a lot of people don't want to take their head out of the sand. You know what I'm talking about.

Moderator: Well, am I going to jeopardize my standing and my position to help somebody who doesn't want to know or understand? Then I think they are better off being a slave.

Guest 1 - The term state secret that we've been talking about, where we can't disclose that in open court, is there any situation where we might find ourselves needing to maintain that CONFIDENTIAL COMMERCIAL INFORMATION, that private information, besides when we go to court?

Moderator: Anything of a private nature can't be commingled with the public. You are commingling the terms, commingling the knowledge. You are in breach of the trust when you do that and that is why you are incompetent. Knowledge can be trust res. It could be intangible goods, intangible property can be intellectual property. It could be res. Any time I commingle it with the public then I'm in breach of trust. If I'm in breach of trust then I'm a debtor because the trustee breached. In that article we've been reading, right on the first page on that Treatise on the Law of Trusts it says that the trustee is the debtor. If I get into a debtor position I've breached the trust.

Guest 1 - You are talking about when you are interfacing with a public entity such as a court?

Moderator: Yes, either with knowledge or understanding or anything that is trust res at all. Interest or whatever.

Guest 1 - Outside of, for example, a court, we would be functioning in our private capacity on an ongoing basis anyway so that wouldn't be an issue outside of a public type of venue, correct?

Moderator: Well, Yes but, am I talking to one of the STRAWMAN entities, so to speak, or am I talking to the private man outside some place? I don't know. It is kind of one of those touchy lines, a fine line of what is public and private.

Guest 1 - You know what I'm trying to sort out is how to keep a secret when it's appropriate to keep a secret?

Moderator: Private contract. Put in a special deposit. Treat it as a trust. Remember I said every time you approach somebody think about the relationship you are forming? Are you forming a debtor/creditor relationship or are you forming a trust? I can form a trust on intellectual property, just on general conversation or knowledge, giving it to you. Do you know right now we are forming a trust?

Guest 1 - We are?

Moderator: I'm trusting what I'm giving to you; you are going to hold in the private and if you don't you are going to commingle and you are going to be in breach of my trust.

Guest 1 - Isn't the potential fee $100M?

Moderator: Under a commercial venue, yes.

Guest 1 - I think that is what you put out there.

Guest 1 - One of the things in the method of trust creation that I'm trying to wrap my head around and see if it is even possible is contracted, because if there is no lawful money can we even enter into a trust by contract because there is no legal money, there is only legal tender?

contracts are colorable

Moderator: Right, that is why I say all contracts are really colorable contracts, which are just wrapping and hiding a trust at its core. We can't have a contract today. It has got to be a trust. Even if we think we are forming a contract what we are really forming is a trust. Although we never expressed it as a trust and it allows them to construe it and they are going to construe under debtor/creditor, under UCC. That is how they are going to foreclose on you.

Guest 3 - We were talking about the trustee being a debtor, right?

Moderator: Correct. We are the trustee in the public; the trustee is the trustee in breach of the trust because they construe it under debtor/creditor and we have to go into a court action.

Guest 3 - That is why we are the trustee in breach of the trust and we have to go to a court action.

Moderator: Yes, only until we express the trust as beneficiary and make a claim. If he is a performing claimant to the indenture he wouldn't be a debtor. If the indenture wasn't particularly worded say, like The Declaration of Independence, there is no specific wording other than "we have unalienable rights," but now they are construing it as debtor/creditor because nobody expressed it as being a trust. They are construing it the way they want to because nobody is saying anything. Nobody is standing up and saying, "No, that is wrong. It's not that it is transferable. It says that it is not transferable, period." I think that is what the founding fathers had... they had enough of what the English has as charity and constraints against them and they designed that specifically in there for that purpose. They said, "...unalienable rights," non-transferable, period. Now, let's operate on how they've construed this. Let's give them what they want so I'm in agreement by acknowledging the debt to whatever they say I owe. Now the prescription[30] has been stopped. There is an estoppel. I'm in agreement and there is no controversy.

Now, later on, after everything has been closed and settled, let's go back to 1776 and correct this and go back to that.

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[30] **Prescription.Black's Law dictionary fifth edition.** In Louisiana, prescription is defined as a manner of acquiring the ownership of property, or discharging debts, by the effect of time, and under the conditions regulated by law. Each of these prescriptions has a special and particular definition. The prescription by which the ownership of property is acquired, as a right by which a mere possessor acquires the ownership of a thing which he possesses by the continuance of his possession during the time fixed by law. The prescription by which debts are released, is a preemptory and perpetual bar to every species of action, real or personal, when the creditor has been silent for a certain time without urging his claim. Civ. Code La. arts. 3457 – 3459. In this sense of the term it is very nearly equivalent to what is elsewhere expressed by "limitation of actions," or rather "the bar of the statute of limitations."

There is a distinction between title by "limitation and a "prescription title." In that the latter is based upon a presumed grant to the property or use, while the former is not, (case site) ...while this distinction between a highway by prescription and one by dictation is that "prescription" is an adverse holding under color of right, while a "distinction," whether expressed or implied, rests upon the consent of the owner. (Case site)

Guest 3 - So the beneficiary has to indicate, either the grantor or beneficiary has to make a claim against the trustee, right?

Moderator: The grantor can't really make a claim unless he reserved some kind of rights or he is co-beneficiary. Only the beneficiary can make a claim.

Guest 3 - So, the beneficiary can say that I've been wronged by the trustee?

Moderator: Yes.

Guest 3 - So there needs to be a burden of proof for that?

Moderator: Once you've made claim that there is a trust and proved that there is a trust all you have to do is make a prima facie case and a prima facie case is nothing more than an affidavit put into the court with a petition to claim that, "Hey, you breached the trust." The courts, under equity, will presume that the trustee is guilty because they are going to believe whatever the beneficiary says at that point.

prima facie case is nothing more than an affidavit

Guest 3 - Then that ties him to the issue of commercial debtor/creditor?

Moderator: No, don't construe it being back under debtor/creditor under trusts. No, trust is different. Remember, the debtor/creditor that I was reading from, the trustee is the debtor, is out of that the book "Treatise on Law of Trusts" by Lewin which was from 1888. That was before debtor/creditor, UCC, and all of that stuff we had after 1933. We still had at that time lawful money.

Guest 7- What do you think of the idea... obviously we want to do this with the SS-5 and go for the Cestui Que Trust, what if one was to dabble their toes in the water a little bit by dealing with foreclosures and other bills and such in this fashion?

Moderator: - I think that your chance of success is going to be a higher rate than say what we were under debtor/creditor methods. You might not achieve the higher rate that we want to achieve by getting the whole ball of wax, or cutting the head of the snake off altogether. You still got the root in the ground and you still got these problems with the IRS, having yourself as being a debtor in there and if you try to come in as beneficiary in a court you may have some problems because the records don't match [in the IMF].

Guest 7- I see, so there is a lot of groundwork to be laid first. Shifting a bit, you said before that if we had done something wrong here that it would put you back into debtor/creditor, so if one grabs the whole ball of wax, as you just stated, is it possible at that time to do something wrong to put you back into debtor/creditor and then what happens, you have to go grab a new card and new trust?

Moderator: Let's say you commingled after you got everything straightened around, I don't know what would happen. They may try to come back at you and take the whole thing back. I don't know.

Guest 7- so you've got 10 Social Security cards to basically jump in there and start over again maybe?

Moderator: Yes, you may have to redo the whole process again. Really, the process is not that hard.

Guest 3 - Some are wondering if this is the right avenue to be going down. Is there a way that you could mess this up and cause yourself a big enough problem in the future that you wish you had not done this because you can't undo it. I just heard you say I think you could just grab another SS-5 and go get number 3, or 4, or 5 card...

Moderator: This new trust probably wouldn't have a new Social Security number.

Guest 3 - So you've got you newSS-5 and done it By Grantor and...

Moderator: Some other way that they have set up and probably identifies this new entity as not being in their United States jurisdiction.

Guest 3 - So this maybe this does cause such a problem; shall we say is almost irreversible?

Moderator: How are they going to charge me under their Statutes and Codes if I'm not under their Statutes and Codes? I think it comes back down to as functioning as pre-1888 or 1889, to when the United States came into existence. We had common law and you were only responsible for certain things if you hurt somebody. I don't think you could get out of that. You are back under your brother's keeper. You are under the 10 commandments. Things are a whole lot simpler. Now you getting back into commerce as far as getting the consumables you need, all the fancy cell phones and telephones, all the cars and things you need. You don't need live in a

hole the rest of your life because you got out. You need to have access to those things that you need. That would be through that new NON-PROFIT based on that interest that you would be buying the consumables that you consume.

Guest 3 - You had an analogy tonight about Edison - you don't give up just because it didn't work, you just kept going. I'm seeing this as very big and I have to grasp this whole thing and get it right because if I mess it up I'm in trouble, but tonight you've sort of brought my mind around to something different and the idea that I might grab a foreclosure and work that in the court as you've shown that can be done, or some bill that I've assigned over and done in this fashion, and learn this in that way before I go for the SS-5 trust.

Moderator: Right. You might not have the success rate that you hope for but I think that could be done.

Guest 3 - I'm learning. I'm figuring out this is not working and that is not working and I am learning this where before I was saying I didn't want to do anything before I really grasped this.

Moderator: I think you can't do any better than everybody else. At least that I would say is probably is guaranteed. Whatever success rate everybody is I think you are going to have at least the same success rate.

Guest 3 - With the debtor/creditor?

Moderator: With the trust until you make a claim and pull the root out. If anything, at least it's another tool to put in the toolbox, but if it is the sole thing that has been running this whole thing all along and here it was disguised as debtor/creditor because it wasn't expressed as a trust to begin with and they construed it to be debtor/creditor... again, if it walks and talks like a duck, it is a duck.

Moderator: Do you see trusts? I do. How come with the Depository Trust Company (DCT), for example, we are going in there under debtor/creditor? Why are we going there under trusts? How come the IRS, which is Trust 62[40], how come we are doing debtor/creditor with the IRS? Why aren't we doing trusts? It doesn't make sense.

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[40] TTILE 31> subtitle II> Ch. 13> subchapter II § 1321, 31 U.S. Code 1321 Trust Funds (62) Puerto Rico Special Fund (Internal Revenue)

Why would we fight something that is trusts coming in with some other kind of law form other than trusts? Trust is equity, pre-1933 equity, or post in-chambers. It makes better sense. The more I study it I see more about trusts that was there all the time. The other teachers in this have always said, it's all about trusts, and bonds, and insurance, but yet they don't go down the trust path. They go down the debtor/creditor rabbit hole. Well, I'm going down the trust rabbit hole. Anybody who wants to follow me is welcomed. I see it as trusts and trust is the way I'm going to treat it, 100%. I've gotten away from debtor/creditor. I've successes under debtor/creditor, Accept For Value, Discharge. I've done some of that stuff.

I just wasn't satisfied how it was turning out. There was no rhyme or reason, it was hit and miss until what I came across that it was just a success here and there that they gave everybody. It was just a ring in the bulls nose leading them down the path that they wanted them to keep them from the true path, which was 180 degrees back the other way, under trusts.

Guest 7- You are sort of in a different realm of the whole trust thing.

Moderator: I think most people are using it as a defense to protect assets from the creditor getting at the debtor's assets. They are using a trust as a protective mechanism. That is not what I'm using trusts for at all. I'm using trusts as an offense.

Guest 7 - That would beg the difference I guess.

Moderator: Nobody has ever done that before, as far as I know. At least I've never heard of it.

Guest - I think the guy that was just speaking was referring to people that think they know a lot about statutory trusts and they probably do, but you are the only one that has been expressing the private trust. I've been to quite a few different trust meetings and hearings and that sort of thing. I'm realizing now it was all statutory, not private.

Moderator: Right. Anything that is a statutory trust is operating under debtor/creditor in the public. It is really the black trust, which is this Gilbert Law Summaries book, but I say that if I show you the black then if you see white you'll know the white when you study it by sight. We are also studying the white under A Practical Treatise on the Law of Trusts by Lewin; downloadable here:

http://www.archive.org/details/cu31924018816110 or http://books.google.com/books?id=OeXCAAAAIAAJ&pg=PP9&dq=a+practical+treatise+on+the+law+of+trusts+vol.+I&cd=1#v=onepage&q=&f=false for Vol I and

http://books.google.com/books?id=IfHCAAAAIAAJ&pg=PA845&dq=a+practical+treatise+on+the+law+of+trusts+vol.+II&cd=1#v=onepage&q=&f=false for Vol. II].

There are some real eye-openers in that, right on the first two pages. And then you tie that in with Select Cases and Other Authorities On The Law on Trusts by Austin Wakeman Scott [downloadable here:

http://books.google.com/books?id=dya5AAAAIAAJ&printsec=frontcover&dq=law+of+trusts+Scott&lr=&cd=3#v=onepage&q=&f=false]

... and you've got some case cites to support that right there in that Trustees manual anyway. You tie that in with Scott's on Trusts and you've got some

dynamite stuff. Tie those books together. That's the private trust. That's pre-statutory, pre-United States.

This Treatise on the Law of Trusts by Lewin is 1888. This was the first American version and based on the Eighth English Edition from England. We are going to go back into the English version and go back to the Sixth to get you back to say 1776 and see what that compares to in this 1888 version.

Here is the confusing thing.

They use all these old terminology like feoffement, offment, and feoffee to uses, cestui que to use. What the heck are these people talking about, we don't use that.

That was the trick they are using the hypothecate and get us to pledge voluntarily our assets because they no longer just change the definition of known words that we are using, they've taken the definitions and switched the words.

That made us go on a straight path and they made a 90 degree turn and took perpendicular path with us. They made the switch. I always thought they jumped off the track and formed a perpendicular...

No, they tricked us to keep on going so we think we are onto this law form that we continued on in and they actually made a switch by the definitions and putting new words on it because they were going by the old 1888 version. Just on the first two pages there were some revealing things and enlightening facts by Lewin.

That book "Law of Trusts" is actually the blueprint on how they have been operating all this time.

Guest 1 - You mentioned something a while ago about case cites, now when we are in the private is there a need to utilize case cites as our law in-camera right?

Moderator: You ever wonder why maxims didn't work on the public side? It's because maxims are in equity. So, we'll use maxims. One of the maxims is "He who claims trust must prove trust."

maxims are in equity

Guest 1 - Do we need to utilize case cites in the private.

Moderator: I don't think so because under trust I'm probably just going to use equity, what is fair and just. Equity is a whole lot simpler. Equity is going to compel you to do what you should have done or to compel you not to do say a breach of trust.

Guest 1 - That really does make a lot of sense. Then we don't have to deal with all that case research.

Moderator: Right. The 900 lb. gorilla is trusts and equity. Equity is the 900 lb. gorilla.

Guest 1 - Gilbert being the statutory, when we are in the public court, if you were to be in a statutory trust, there still isn't any conscience, even though there is a statutory trust, a conscience where they are going to recognize you as the real man because they can't?

Moderator: Right.

Guest 1 - Are you going to put together a list for people to study for the law on trusts and the treatise on trusts?

Moderator: That Treatise on Trusts by Lewin is so choked full of information but yet you have to use your decoder ring, your Black's Law Dictionary with you, the 1st version of Black's Law, the 1883 version. That's going to get you with the 1888 book and the terms they were using at that time. Have that with you. It is very slow going.

You have to look up almost every word because even the words that you think you know like the word "in" has a totally different meaning. It says here like, "So the lord who was in by escheat, a disseisor, abator, and intruder, were not amenable to the subpoena; for the first claimed by title paramount to the creation of the use; and the three last were seised of a tortious estate, and held adversely to the feoffee to uses." In "the lord was in by escheat" the word in means "under or based on the law of, that is, to bring an action in contract." At that time we had valid contracts because we had lawful money.

He was in by contract, and action in contract by escheat. You have to be careful the words that you presume you understand you almost have to look up the little words and see what they are talking about there.

Guest 1 - They sure didn't teach us that back there in 1st grade.

Moderator: No, they didn't and they probably didn't want you to even go near there. To me all that is fee, fi, fo, fum feudal times and that is what we are operating under today.

Guest 1 - The gentleman that wrote The Declaration of Independence, is that the brain that they are operating from and why that is such a great document to utilize because it is really from that whole frame of private.

Moderator: At one time it was public but they put the whole public in trust and now they have formed the private vs. the public. Actually, when 1933 came around your Republic American common law and everything got put into trust. It is still being held in trust but you can still access it through the in-chambers because that is where the substantive rights of the real man still exists. Hardly anybody gets in there. Once we merge the titles and terminate the trust now the Republic comes back.

Guest 1 - Could you talk about when we merge roles, for example, we are obviously always going to qualify our signature from now on with everything we sign as the Grantor and if we get into a situation where we decide to merge... can we be a grantor and a trustee or can we only be a grantor and beneficiary or the only time the trust terminates is when we merge all three or is there a fatal combination that terminates a trust?

Moderator: You said three things there and it's a yes to all three things. Yes, you can be grantor and trustee under a certain situation, or you can be grantor and beneficiary under certain situations. Yes, when you merge the title into one entity, the trust terminates.

Guest 1 - What about trustee and beneficiary if there is one in the same party? Would that terminate it?

Moderator: Yes.

Guest 1 - So, if you had multiple beneficiaries, one of the beneficiaries could be trustee and beneficiary or would you have to have multiple trustees and one beneficiary or would that terminate the trust if one of the trustees was the beneficiary when you have multiple trustees?

Moderator: If you have multiple people you have to take their rights and merge their rights. Are they holding everything equally or are they holding a percentage? If they held equally I think that any single one would be able to merge the title for the rest of them because they all hold equally. If they are all holding each a share then they would all have to come together and merge.

Guest 1 - I'm looking at the word alienability and then we have the word alien. I was trying to figure out where that might have originated from. Do you have any ideas on that?

Moderator: No, my guess is as good as yours on that one.

Guest 1 - there are so many people dealing with different situations, whether it be that they don't have any existing court cases or...

Moderator: They are really in the best position because they don't have anything pressing on them. They can take the time to study this and get this down so they know it like the back of their hand and they don't have to be under the gun because they have to know it tomorrow.

Guest 1 - That would be like the 1st person who would want to use The Declaration of Independence to express and then do the SS-5 as Grantor, but what I was wondering is maybe if you could put together a chart from the people that have no issues to the people who have court cases, to maybe people who have mortgages and no foreclosures pending against them, to maybe everybody else who has an

action in court as far as the way they may want to take action just to get a chart of how we would to act based on where we are at?

Moderator: That is basically what I'm trying to do - put together a model that applies to whatever situation that you've got, because it is all a trust. Trust operates the same way.

Guest 1 - The reason I brought that up is sometimes people are talking about their mortgage notes and bringing up the SS-5 (application for SS card) and that's not the right thing to do and maybe they have a court case and talking about the SS-5 or no court case…

Moderator: Yes, they are using it because they think they have to bring it back into that Social Security account. No, you don't really have to. You can treat the case solely as a trust.

Guest 1 - Maybe you could put together a visual model so everybody can look at and say this is where I am and where I plug in to get an idea of where they are on the tree?

Moderator: They need to bring it back to the signature. Where was the signature on the existing trust formed? That's at the signing. Usually at the signing they get your signature by accommodation signature rights under debtor/creditor because you fell silent or fell into a dishonor. Or, you are the holder of the instrument because you didn't do a return, a proper way of returning it. They get you under that debtor/creditor thing and you are liable under that, but you are not expressing it to be a trust to begin with and that signature is really how it all started. Maybe that or the bond that you signed or that acceptance of that indictment and you are holding that indictment because you never expressed it to be a trust. Therefore, **you fell silent and they construed it under debtor/creditor and they got you under arrest or your property.**

declaratory judgment and then your N.O.I.

Guest 1 -When you fail to qualify your signature on a mortgage note and then you do your administrative process and then your declaratory judgment and then your Notice of Issue (N.O.I.) to get into chambers where you can bring your creditors bill in equity, at that point to claim trust and prove trust because you don't have the note that you originally signed and they haven't brought it forward, what is the model you are going to use to claim the proof? Would it be the case you filed against them?

Moderator: Most people have some kind of a copy of the note that they signed because they gave you copies.

Guest 1 - A copy is just fine?

Moderator: Yes, I'm the one who signed the note.

Guest 1 - That's all it takes is a copy to bring it into chambers? I was wondering if you had to have the original in order to claim?

Moderator: You are not going to have the original and the closest thing I would get is a certified copy. If I can't get a certified copy then maybe I better protest **"I didn't get a copy because I was a signer on the note."**

Guest 1 - I think that answers a lot of questions for a lot of people because I understood the process right up to getting into chambers but then to prove and claim that's what our emphasis is going to be, to get a certified copy.

Moderator: I would form a Notice of a Declaration in the county and put that on the UCC and form the two records to prove that I was established that I was the Grantor because I was the signer.

form a notice of declaration

Guest 1 - If anybody can rebut that they would have to what?

Moderator - Produce another note signed by somebody else. How would that happen if they can't even produce the note? Where is their evidence to rebut my claim? Produce it. *Davila v. Shalala*848 F.Supp. 1141, 1144 (S.D.N.Y. 1994)says unless you produce a record; none exists.

Guest 1 - Once you claim the proof, once you are in chambers, then I can claim myself as the beneficiary?

Moderator: - If I don't get any rebuttals to my claim then my claim stands. Now I have standing as Grantor/Beneficiary and now come in with a prima facie case of the affidavit and now that I make the claim against the Trustee that he didn't make the disbursement the court of equity is going to assume that he is guilty, and he didn't. They are going to treat him that way and ask him, "When are you going to pay?" He doesn't have a record of a payment.

Guest 1 - When he didn't make the disbursement he is in breach, right?

Moderator: Yes. That could compel him not to breach the trust. Order him to make the payment! [This could be used as an offensive move to prevent a case going to court for breach of trust.]

order to make the payment

Guest 1 - You said the affidavit a moment ago... what affidavit were you talking about specifically?

Moderator: My affidavit is going to stand as truth of the case and is going to be on the private side, in-chambers. Otherwise, on the public side an affidavit is nothing other than the lowest form of evidence that points to a competent point witness that can be put on the stand and sworn in and cross-examined.

Guest 1 - So it is going to be an affidavit of truth?

the affidavit goes on the public side and the private side

Moderator: An affidavit of truth, Yes, put in on the public side that is going to state that I've got the right to make the claim. But then I could also put in an affidavit on the private side...What they do to prove their claim? They just make a claim on a foreclosure and they attach somebody's affidavit of assignment.

Guest 1 - The one in the private... how would you treat it?

Moderator: They will be treated two Different ways.
That would be the law of the case. [This is what the judge, in-chambers, will have to rule for your benefit.]

The one in the public is just going to be pointing to a fact that there is a witness that needed to be put on the stand, say for example, would be me because I'm making the claim. I'm making the claim as the Beneficiary. That is the lowest form of evidence in their realm, in the public side of the court. It only points to somebody that is supposed to be getting on the stand and testifying and subject to cross-examination.

Guest 1 - What would they look at as a higher form of evidence if we have to bring it in on the public side?

Moderator: Well, I'm operating colorable on the public side under their rules and regulations, but really I'm operating dually on the private side in-chambers and I have a simultaneous process running, simultaneously. I've got a colorable claim on the public side, which I'm stating that I'm Beneficiary, but that really sets up the in-chambers proceedings where my affidavit over there is going to be in a different realm and a different law weight.

Guest 1 - Once we get into chambers are the only people that are going to be there is going to be me and the judge or is the attorney for the plaintiff going to be there, too?

Moderator: Possibly. It depends on how you can set it up.

Guest 1 - For the CONFIDENTIAL COMMERCIAL INFORMATION do I want to even reveal anything to the attorney for the plaintiff?

Moderator: No, Really, the attorney is representing the other party, which privately I should have gave them all the documentation at one time. They should have had it. We could play it like, "They already have the documentation so there is no need for them to be in the hearing. This is for judges eyes only." Maybe they might object and the judge won't allow it that way. That's ok, they already got the information anyway. See, they don't hold any weight in-chambers. They are FICTIONS.

Guest 1 - Oh, no conscience, they can't be recognized in-chambers!

Moderator: Right!

Guest 1 - So no matter what they say the judge can't hear them just like he can't hear me in open court?

Moderator: Yes, the same way in reverse, yes.

Just the opposite, the mirror image.

That is why they couldn't acknowledge the debt when we asked for a Debt Validation. They would be stopping the prescription. [See above definition on page 7 from Black's Law 8th Edition[49].] Just like in-chambers they can't be heard just like you can't be heard in the public side as a real man. Their fiction in-chambers can't be heard and your live man in public can't be heard.

~~49~~ **prescription, n**. 1. The act of establishing authoritative rules. *Cf.* **Proscription.** 2. A rule so established. -- Also termed (archaically) **prescript**. 3. The effect of the lapse of time in creating and destroying rights. [Cases: Limitation of Actions 1. C.J.S. Limitations of Actions §§ 2-4.] 4. The extinction of a title or right by failure to claim or exercise it over a long period. -- Also termed negative prescription; extinctive prescription. 5. The acquisition of title to a thing (esp. an intangible thing such as the use of real property) by open and continuous possession over a statutory period. -- Also termed positive prescription; acquisitive prescription.

It's the mirror image backwards.

Guest 1 - But I can be heard when I go in as the plaintiff because I'm not going in as a real man, I'm going in as a fiction, correct?

Moderator: Right, you are going in as a STRAWMAN.

Guest 1 -When you are talking about going into the public you are talking about going in for causes of action, correct?

Moderator: Right, causes of action is agency that they are accustomed to see in their forum or in their process and procedures. I would do that just so we can come into chambers on the private side and prove my case.

Guest 1 - So you are talking about, for example in a non-judicial state where if they filed against me I would have to come in there, not under my causes of action, but I could come in just putting in a NOI (Note of Issue) to get a protective order just to get -in-chambers in that situation, correct?

Moderator: That would be a counterclaim then, say in Florida.

Guest 1 - Right. So you what you were talking about is if we were coming in as a plaintiff in a non-judicial State to get it into court then we might be the Beneficiary on the witness stand because we were the plaintiff and we file a cause of action, correct?

non-judicial state

Moderator: You have to bring in a case, so you have to have some kind of independent action.

Guest 1 - In Florida, for example, I wouldn't need to bring in the causes of action so I wouldn't need to be on the witness stand as the Beneficiary, for example?

Moderator: You may never get to trial and get on the witness stand. If you are making a prime facie case they may settle before it gets there because all you want to do is get it into chambers.

Guest 1 - That's right. As you said before, whatever I've got to do to get in there that's what I've got to do.

Moderator: Keep in mind that in-chambers is the same as an in-camera hearing. They are synonymous.

Guest 5 - You were talking there about foreclosures. I want to pick up some of these that people want to walk away from them. Putting it into a trust I understand is the best way to go. Now I would be the Trustee on that new trust, but there is the matter of the old trust that is being dealt with.

Moderator: The old trust would probably be incorporated into the new trust. You are bringing an independent action through this new trust you are forming with a cause of action. It encompasses the old trust because you are going to incorporate it in there and turn it all into trust res and a special deposit.

Guest 7- It's workable then?

Moderator: Yes.

Guest 1 - If we got away from a fiat currency system and actually went back to a gold currency system... we were to have gold certificates or silver certificates or some type of certificate for an intrinsically backed system, all this would continue to be just as valid because there would still have to be trusts that we could go back and obligate...?

Moderator: Yes, there would still be trusts.

Guest 1 - The only way this would be an issue if they would actually hold the intrinsic value directly in our hand, correct?

Moderator: Trust does not have to have a value.

Guest 1 - What I am getting at is the only way we would not want to utilize all of this is because we would actually hold the gold in our hand because we don't have to trust the piece of paper in our hand is worth something?

use HJR-192 like it is supposed to

Moderator: Really, I kind of like the system the way it is if they would allow us to use HJR-192 in the way it supposed to be meant to do. Really, we have the ability to create as much money as we need to get us through any crisis or situation that we could face. Then once that situation is abated then we could relieve the debt, release it, by the release valve by doing the opposite on the other side and bring it down to more manageable levels like it was always meant to function as. The whole problem is they're not allowing us to do that. There are just some greedy people that are not allowing us to seek the remedy and the opposite, the set-off on the other side. The discharge on the public and the set-off on the private, the relief value. Actually, that ledger sheet is nothing more than the House Joint Resolution. You can pump up the public side, the discharge side, as much as you want to get you through any kind of emergency but then you set it off on the other side, bringing the public side back down into a level that you could manage. I hate to get away from that because we have a perfect system, except it is being misused.

Guest 1 - I don't disagree with you on everything you just said, but they are talking about, for example, the Federal Reserve may go away so if things were to change as far as the system we are currently in and I don't see that happening.

Moderator: They aren't accountable to anybody but themselves. They are not accountable to the people because they are still functioning in the Democracy, but I don't live in a Democracy. I'm supposed to be living in a Republic but I got hypothecated into a Democracy. I'm trying to get out, just like everybody else.

Guest 1 - Even if they were to get rid of the Federal Reserve unless we actually carry gold everything that we are talking about in trusts is still going to be valid because we still have to trust that that piece of paper has value, correct?

Moderator: Yes, you have to have faith and confidence in something.

Guest 1 - There are a lot of people talking about, "What's going to happen if they get rid of the Federal Reserve? Are we even going to be able to utilize all of this?"

Moderator: What they put into trust is by special deposit, in other words, in kind in, in kind out. What did you put in; in 1933? Gold! That means that you must get gold back out. If they are trying to give me some gold certificates that is proof that they commingled the funds and they are in breach of trust.

Guest 1 - They are really in breach of trust when they sold us gold-plated tungsten.

Moderator: OK, Yes well we have to watch out for those. We've got dishonest people, whether they are in government or out of government. Did people buy the tungsten gold and they really hold the real gold in trust for us? Don't know but it won't make any difference to me because we are going to take the remainder from the termination of the STRAWMAN and we are going to form that new trust, by an order, and have them put what was supposed to be there back into that new trust. So, it really doesn't make any difference to me whether they absconded with the gold or not. I'm giving them room to save face here. Put it into that new trust we

are forming and now generate some interest for me on the public side and put it in that NON-PROFIT over there.

Guest 1 - When you say interest, let's make sure we use that in the right context. When you are saying interest are you talking about if I have $100 and it is 6% interest or are you talking about interest because I actually have a stake in it?

Moderator: On the one side it's because I have a stake in it but on the other side it's $50.

Guest 1 - So again, the duality of the public and the private, is that what you mean?

Moderator: Right. Because of the $50 they can recognize on the public side but my interest is really on the private, which is the stake I've got. One of those duality portal words but I think really all of these are portalling on both sides with dual meanings. They are playing this game. They are causing havoc. It is the definition of legal fiction that I keep going back to.

Guest 1 - Then you read the first page on the document you were talking about with the word 'in' in it, the Practical Treatise on the Law of Trusts, and then most people wouldn't read the first paragraph, much less read the whole book and understand it, so the havoc just continues because there is no true understanding of what is really going on.

Moderator: Right, you have to have that decoder ring with you. Here is legal fiction, the last paragraph under **Black's Law Dictionary 8th Edition**.

"Legal fiction is the mask that [the STRAWMAN] must wear to pass the faithful but blear-eyed watchers of our ancient legal treasures [Our unalienable rights]. But though legal fictions are useful in thus mitigating or absorbing the shock of innovation, they work havoc in the form of intellectual confusion." Morris R. Cohen, Law and the Social Order 126 (1933).

What is intellectually confusing with these duality public/private thing and the switching of the words and stuff? It really wreaks havoc with our intellect. But yet it is the face mask that you must wear to interface in to do commerce because you've got to get those colorable titles that actually are representing the real thing held in the private. You've got to come by way of the the public. The only way you are going to interface in there is the private man, the real man, is putting on the face mask of the STRAWMAN.

Guest 1 - Do you know when the definition of legal fiction actually got put in the Black's Law Dictionary?

Moderator: Yes, that was actually quoting from an 1819 I think it said. [correctly: 1933] It's actually making reference to the ancient law by Morris R. Cohen, Law and the Social Order 1933. The paragraph above that is by Henry S. Maine Ancient

Law 1901. You ought to read that one. Get Ancient Law by Henry S. Maine. You are going to be shocked.

[http://books.google.com/books?cd=2&q=Ancient+Law+Henry+S.+Maine&btnG=Search+Books]

There was a show on that one. It goes back into Roman Law and the Capitus Deminutio. They are diminishing your status under Roman Law by the capitalization of your name. Look that up in Black's Law. [See also this website: http://www.abovetopsecret.com/forum/thread363550/pg1. Read the comments as well.]

capitis deminutio (kap-i-tis dem-i-n[y]oo-shee-oh). [Latin "reduction of status"] Roman law. A diminution or alteration of a person's legal status. -- Also spelled capitis diminutio. See DE CAPITEMINUTIS.

"Capitis deminutio is the destruction of the 'caput' or legal personality. Capitis deminutio, so to speak, wipes out the former individual and puts a new one in his place, and between the old and the new individual there is, legally speaking, nothing in common. A juristic personality may be thus destroyed in one of three ways:

(1) by loss of the status libertatis. This is the capitis deminutio maxima;

(2) by loss of the status civitatis. This is the capitis deminutio media (magna);

(3) by severance from the agnatic family. This entails capitis deminutio minima." Rudolph Sohm, The Institutes: A Textbook of the History and System of Roman Private Law 178-79 (James Crawford Ledlie trans., 3d ed. 1907).

capitis deminutio maxima (kap-i-tis dem-i-n[y]oo-shee-oh mak-si-m). [Latin "maximum reduction of status"] Roman law. The diminution of a person's legal status as a result of being reduced to slavery.

capitis deminutio minima (kap-i-tis dem-i-n[y]oo-shee-oh min-i-m). [Latin "minimal reduction of status"] Roman law. The diminution of a person's legal status involving a change of family, while both citizenship and freedom were retained.

capitis deminutio minor (kap-i-tis dem-i-n[y]oo-shee-oh mi-n r). [Latin "minor reduction of status"] Roman law. The diminution of a person's legal status involving a loss of citizenship but not of freedom. • Under the Empire, banishment for life to an island or other restricted area had this effect. -- Also termed capitis deminutio media. **Black's Law Dictionary 223 (8th ed. 2004)**

It's almost like they publish this stuff in the later editions in Black's so that it's already posted and public knowledge of what they are doing and it's like if you don't read these then it's your downfall because they've given you public notice. It's voluntary ignorance.

Guest 1 - read from Black's 4th - In Roman Law, a diminishing or abridgment of personality. A loss or curtailment of a man's status or aggregate of legal attributes and qualifications.

Moderator: by capitis and capitis is capital. Capitalization and when they capitalized your name they diminished your status.

Guest 1 - It says capitis deminutio maxima. The highest or most comprehensive loss of status. This occurs when a man's condition, which changed from one of freedom to one of bondage when he became a slave, which swept away all citizenship and all family rights.

Moderator: Right, they are doing that by prescription. You didn't make the claim, therefore you are going to lose the right and you are going to lose the claim.

Guest 1 - One of the things that jump out at me there is "all family rights." What do they mean by that?

Moderator: look up familia.

familia (f -mil-ee-), n. [Latin] Roman law.

1. All persons, free and slave, in the power of a paterfamilias. See PATERFAMILIAS.

2. One's legal relations through and with one's family, including all property, ancestral privileges, and duties.

"The testator conveyed to him outright his whole 'familia,' that is, all the rights he enjoyed over and through the family; his property, his slaves, and all his ancestral privileges, together, on the other hand, with all his duties and obligations." Henry S. Maine, Ancient Law 170 (17th ed. 1901).

3. A family, including household servants.

"Familia.... A family or household, including servants, that is, hired persons (mercenarii or conductitii,) as well as bondsmen, and all who were under the authority of one master, (dominus.) Bracton uses the word in the original sense, as denoting servants or domestics." 1 Alexander M. Burrill, A Law Dictionary and Glossary 603-04 (2d ed. 1867). **Black's Law Dictionary 637 (8th ed. 2004)**

Under Roman Law they have diminished your status and created this legal fiction and everything has really been put in trust because a legal fiction is a trust. It is a constructive trust.

the legal FICTION is a construc-tive trust

Guest 1 - So, when they capitalize your name they are creating a trust and that is really an agenda to take your household, your household servants, your quantity of land, and what's sufficient to maintain your family.

Moderator: Yes, it's the vacuum cleaner that sucks all your assets from you. It says an equitable remedy that the court imposes against one who has obtained property by wrong-doing. That is under constructive trusts in Black's 8th.

constructive trust. An equitable remedy that a court imposes against one who has obtained property by wrongdoing. A constructive trust, imposed to prevent unjust enrichment, creates no fiduciary relationship. Despite its name, it is not a trust at all. *Cf.* resulting trust. -- Also termed implied trust; involuntary trust; trust de son tort; *A trustee de son tort is a person who may be regarded as owing fiduciary duties by a course of conduct that amounts to a wrong, or a tort. Accordingly, a trustee de son tort is not a person who is formally appointed as a trustee, but one who assumes such a role, and then cannot be heard to argue that he did not owe fiduciary duties.* From Wikipedia, the free encyclopedia; trust ex delicto; *Latin phrase referring to something that arises out of a fault or wrong (tort), but not out of a contract;* trust ex maleficio: *arising from wrongdoing : created by law in response to a wrongdoing*; a trustee ex maleficio; remedial trust; trust in invitum. See trustee de son tort under TRUSTEE. *Cf.* resulting trust. [Cases: Trusts 91-111. C.J.S. Trover and Conversion §§ 10, 12, 174-201.]

"A constructive trust is the formula through which the conscience of equity...

constructive trust

5 CFR § 831.1403 Equity and good conscience.
(a)Defined. Recovery is against equity and good conscience when -
(1) It would cause financial hardship to the person from whom it is sought;
(2) The recipient of the overpayment can show (regardless of his or her financial circumstances) that due to the notice that such payment would be made or because of the incorrect payment either he/she has relinquished a valuable right or changed positions for the worse; or
(3) Recovery could be unconscionable under the circumstances.

...finds expression. When property has been acquired in such circumstances that the holder of the legal title may not in good conscience retain the beneficial interest, equity converts him into a trustee."*Beatty v. Guggenheim Exploration Co.*, 122 N.E. 378, 380 (N.Y. 1919) (Cardozo, J.).

"It is sometimes said that when there are sufficient grounds for imposing a constructive trust, the court 'constructs a trust.' The expression is, of course, absurd. The word 'constructive' is derived from the verb 'construe,' not from the verb 'construct.' ...the court construes the circumstances in the sense that it explains or interprets them; it does not construct them." *5 Austin W. Scott & William F. Fratcher, The Law of Trusts § 462.4* (4th ed. 1987).

Black's Law Dictionary 1546 (8th ed. 2004)

Guest 1 - So for people who want to keep their head in the sand and just continue on and not really pay attention, it is like a truck running you over.

Moderator: Really, yes. There are too many grains of sand and they keep piling the grains of sand, the evidence, up and the next thing you know you have a mountain.

For somebody to deny the mountain of sand you have to be a fool, totally brain-dead.

Guest 1 - There is no way that I could ever go into that public court again.

Moderator: I think that if I know how to operate under the STRAWMAN in the public, why would you be afraid to go into court?

Guest 1 -Yes, if you know how to operate. Somebody told me it's like going into a completely dark room, naked, and there is broken glass all over the floor and it's also covered with crap.

Moderator: I liken it to a minefield, but you know in every mine-field there is a safe passage by a secret path. If I know the secret path I don't get blown up.

Guest 1 - Just in reading what I just did and why they developed the capital letter name...

Moderator: Yes, for the purpose of them getting you.

Guest 1 -Yes, that is the purpose behind it. There is no other reason. So when I look at my driver's license and I see that on there I feel a whole lot differently now when I look at that.

The Remedy to Defeat Them

no controversy; no case

Moderator: The remedy to defeat them is really to agree with them, create no controversy, and then later on get into a position and change it.

Guest 1 - So that would be if they leveled a charge against you say, "I'm here to plead guilty to the facts?"

you are going to agree

Moderator: Right, because if there is no controversy there is no case. Now I can go into chambers, and tell you why judge that, I, as the Trustee, didn't make the payment by legal means. My legal reason is we are now under discretionary trust and I have discretion as the Trustee to withhold because the Beneficiary is bankrupt, insolvent.

Guest 1 - If the judge says to you, "What facts are you pleading guilty to?"

Moderator: I am going to agree with you that I am the Trustee. I am going to agree with you that I did not make a payment. If it is operating by trust then I'm in there as a Trustee/Defendant because I didn't make the payment then alright I'm going to agree that I'm the Trustee and I'm going to agree that I didn't make the payment. Now there is no controversy.

While I am in there and explain to him it is a discretionary trust,

"*Oh, by the way your honor, here is a non-negotiable private instrument for the payment and now let me pay that so that the bankrupt Beneficiary is no longer bankrupt and then I can disburse the total funds, make him solvent again so now I can fulfill the purpose*."

I'm in a win-win situation, whether I'm going to play beneficiary or whether I'm going to play Trustee, either way. Either way we are in a win-win situation. Here we were wearing the slippers all along, just like Dorothy was in the movie. All we had to do was click our heels together 3 times - rights, titles, and interest in trust and we are back in Kansas again, back at home.

Guest 1 - I have a case that I was involved in and I was acquitted back in the beginning of November, but there were a few things that were withheld adjudication on so they could get the statutory fine out of me.

Moderator: Right, so it would keep running in the background - the **bid bond, payment bond, and performance bond**.

You're going to walk out of there with a check.

Guest 1 - So I can turn them into a trust?

Moderator: Yes, just get the main trust, the whole case, and that takes care of all the proceeds that are attached to it. Put it all in special deposit. Order it to be paid and whatever is left tell them to give you the disbursement back and you get the funds.

Guest 1 - So I could walk out of there with a check?

Moderator: No, but what you do with that check - is that going to be the temptation on the debtor side? Are you going to put that check back in under special deposit back on the private side and tell them to generate you interest from that, or else you are back in the same situation?

are you going to put that check back under special deposit?

Guest 1 - At this point what would I do, send a NOI (Note of Issue) to the judge's chambers?

Moderator: Yes, ultimately I like to feed directly into the IRS because the IRS is in charge here...the judge is going to have to listen to the IRS.

Guest 1 - The problem is the funds are due by the end of April.

Moderator: Then play the court route until you can get the IRS to come around and be your big brother and tell them they have to close the account.

Guest 1 - Go at them for more time to pay the fine until I get the IMF file changed over?

change over the IMF

Moderator: Yes, you could do that.

Guest 1 - What other choice do you think I have?

Moderator: Do the acknowledgment of the debt. That puts an estopple because of the agreement there is no controversy and then put the order in for the settlement. Come in and make sure that you've got a special deposit claiming all those bonds in the background and tell them to convert that to funds and make the settlement to close and settle that case.

Guest 1 - So I can do that before the IRS file, the IMF, is changed over?

Moderator: Yes, then I could give that information to the IRS and tell them to check it out and make sure everything is all closed here.

Guest 1 -How would I do an acknowledgment of the debt at this point, would I do that directly to the court?

Moderator: Yes, just put in an acknowledgment of the debt.

Guest 1 - It would be a notice and then I would...

Moderator: Acknowledgment of Debt, that would be the title of the document.

Guest 1 - Then as a real man I would acknowledge it?

Moderator: Through your STRAWMAN you would, Yes.

Guest 1 - Send that directly to the judge's chambers or send it to his assistant to get a hearing in open court?

Moderator: That would have to be on the public side.

Guest 1 - But he is going to say you already acknowledged the debt the day I assigned it to you so what are we here for, right?

Moderator: Alright, but the bonds in the background, that is where you need to discuss that in-chambers. That encompasses that and you are going to disburse those funds - convert that to cash and settle everything in the background. **disburse the bonds**

Guest 1 - So, do the acknowledgment so I can get a hearing so I can send in the NOI (Note of Issue) to get into chambers?

Moderator: Right, to get your Statement of Interest into chambers.

Guest 1 -Then the Statement of Interest would be the case that would be turned into a trust and I would do that on a UCC-1 and 3, correct?

Moderator: Yes, that would be the special deposit.

Guest 1 - So those are the documents, the UCC-1 and UCC-3, that specifically would be the Statement of Interest, correct?

Moderator: Along with the UCC-1 in the county also.

Guest 1 - So first I have to file it into the public record with a UCC-1?

the process outlined here

Moderator: Yes, first I've got to claim it if I don't have a title. I have to create a title. If I've got a title, i.e. a court case, I don't have to create it. The case number is the title. Claim it on a UCC-1. Now it is mine. Create the two witnesses. The UCC-1 and the county recorder. Now I've claimed it. Now it is mine and we want to move [transfer] it, we want to assign it, transfer it. We are going to make a special deposit under UCC-3. Do the UCC-3 and pull that out certified. That is one record. Do the county again and pull that out. That is two records. Now you've got two records to prove you did the 3 transfer, the formation of the trust, making a special deposit, and you can back up on the UCC-1 that you claimed it. It was your property to move it. Now you transfer trust property. That is when the trust was formed. You now have the proof to prove you formed a trust because you transferred property to a trustee. So, there was a document put out there, notice of claim on the UCC-1 and you changed the wording... you only change one word for that notice in the county. Instead of claim you put transfer. Then you put that same verbiage on the UCC-3 in the collateral block. Now you are just making a transfer. There are only like three lines. The exact word was claim, but we changed claim on the UCC-1 to put it on the UCC-3, we changed it to transfer on the UCC-3. see also page 47

3. The same verbiage though.

Guest 1 - What verbiage are you talking about there?

Moderator: **The Notice**. The notice and the verbiage that goes in the collateral block, number 4.

Guest 1 - Right, but I don't have a model for that verbiage that I'm going to need so I'm wondering if you could tell me what the model of that is?

Guest 1 - While you are pulling that up, the judge that I have, they say he doesn't do in-chambers hearings.

protective order (trade secrets)

Moderator: Yes, right, does a bear crap in the woods? Tell him there is a protective order on this stuff establishing trade secret information and we have to have an in-camera hearing. They will look at your case and say, "Well you've got nothing to put it into an in-camera hearing with." They may be right. You haven't established CONFIDENTIAL COMMERCIAL INFORMATION by putting in the Protective Order. So this is just Notice, write across the top. This is what goes into the county.

[Verbiage for the Notice to claim the title to be filed in the county.

NOTICE **Notice Verbiage in Green**

"This is actual constructive public notice by Grantor[that he/she is]owner and holder of all right, title, and interest, with the non-negotiable instrument claim number RA-_____-US with all attachments and proceeds therefrom as being held in the private. [The RA is a Registered Mail Number which you sent to yourself previously, which was cancelled, and now is your private property to use as you see fit.]

If any information regarding this needs to be gleaned please contact the Grantor at the address below."

Then sign it,

By: Grantor

_____
Address of Grantor

Guest 1 - That is the Notice [not sure if a separate Notice is needed for both the claim and the transfer] that goes into the county, but that's also what goes on the UCC-1?

Moderator: Yes, put that in collateral block 4 on the UCC-1.

Guest 1 - Then there is just one thing that changes on that collateral block 4 on UCC-1, one word on that, right?

Moderator: Yes, you change if from claim... non-negotiable instrument claim number RA... now you are making a transfer. You change claim to transfer...right, title and interest, with the non-negotiable instrument transferred by number RA...with all attachments and proceeds therefrom...and then you are going to do a special deposit by transfer to the Trustee on a UCC-3. This goes into the county, pull this out certified, there is your Notice. That is one record. Put this verbiage in the collateral block 4 on the UCC-3 for the transfer. Do the same thing on the UCC-1, but change the wording back to claim on the UCC-1.

[This verbiage is what goes on the Notice to claim the trust title filed in the county and on the UCC-1 filed with the Secretary of State's office of your State.]

"This is actual constructive public notice by Grantor[that he/she is] owner and holder of all right, title, and interest, with the non-negotiable instrument claim number RA-_____-US with all attachments and proceeds therefrom as being held in the private."

[This verbiage is what goes on the Notice to transfer trust res property filed in the

county and on the UCC-3 filed with the Secretary of State's office of your State.]

"This is actual constructive public notice by Grantor [that he/she is]owner and holder of all right, title, and interest, with the non-negotiable instrument transferred by number RA-_____-US with all attachments and proceeds therefrom as being held in the private."

Pull that out certified. Now there are your two witnesses right there. [Is a certified copy needed for a Notice of claim and a Notice of transfer, along with certified copies of the UCC-1 & UCC-3. If so, that would be a total of four certified copies, two for a claim and two for a transfer.] There is your proof to prove the claim that you formed a trust because you did a transfer of property on the UCC-3. Any time you have a **present transfer** of trust res property to the Trustee you've got a trust, as long as you've got Intent, Purpose, and other Parties established. Your specific res you are naming with the RA number and whatever is in the case - put all that documentation in the footnotes of any documents you put in with the case and that indicates it is all the same thing. Anything with that RA number is encompassed in that case. You could reference that RA number to be Case No. such and such. Connect it all together like tinker toys.

Guest 1 - That RA number I'm going to reserve specifically for this case. Any other case I'll use a different RA number, correct?

Moderator: Different RA number, Yes, different trust.

Guest 1 - I've got to do that because I can't see paying them that $468 and it would be a great opportunity to put this technology to work to get into an in-camera hearing and have a real-world situation. If I do get an in-camera hearing and for some reason it doesn't go the way that I want to, can always go back and express again and get another hearing?

Moderator: Yes, probably with some new trust res.

Guest 1 - What would be new trust res?

Moderator: Any new motions into the court you could turn them into special deposits also and turn them into another trust.

Guest 1 - At that point we could figure out a motion to do that maybe I can't pay the fine because there is no lawful money?

Moderator: In-chambers, Yes, you could say that kind of stuff.

Guest 1 - So that would be another motion to get back into chambers?

Moderator: Yes, you could try that.

Guest 1 - I'm going to utilize your technology and I can't wait to report back to you.

Moderator: I think that you are going to find out that when you get into chambers and the judge doesn't have the robe on they are going to be much more on your side because you aren't going to be on the side of the fictions in there.

Guest 1 - What's the chances of me recovering the 3 grand I paid out to the lawyer for the trial that I had? Do you know of any method to do that?

Moderator: Well, if you've got the bond in the background that was attached to the case that has all the derivatives from there you are going to get the disbursement from that. If that's going on the assumption of say $4M on the county and $40M for the State and $400M for the Federal, per count, you are talking about a lot of money.

Bonds in the background; Bid bond; Performance bond; Payment bond.

Guest 1 - These are misdemeanors, are they at that level?

Moderator: Yes, that's what is really operating the courts. The value of your case on the public side probably doesn't pay the judge's lunch bill.

Guest 1 - What you are saying is I could get the disbursement for this $400M?

Moderator: Yes, for all the bonds that are in the background. all the derivatives that are attached to this case, all the bid bonds, performance bonds, and payment bonds... all attachments and proceeds therefrom. This is going to encompass the whole thing; everything that is attached.

Guest 1 - I'm going to go into chambers and the case is going to be turned into a trust, what procedure do I go in to get those funds into my hands?

Moderator: You are going to go in and put in the order for the settlement, just like we discussed earlier, for taking the main account back. It's the same model. You are going to put in the order for the discharge on the one side and the order for the set-off on the other side. You are going to put the order to merge the titles. Once the titles are merged then there is no trust. The Trustee has to give you the disbursement, because there is no trust. Then he becomes personally liable because there is no trust protection for him. If he doesn't disburse the funds he becomes personally liable.

put in the order to set-off

Guest 1 - Since I haven't changed over my Individual Master File [IMF with the IRS] if I increase the National debt by $400M I want to do that before I change over my IMF because that is exactly what I'm doing by getting disbursement - it's getting put on the debt, right?

Moderator: If they give you debt titles back you are not going to put them back into circulation in the public.

Generate interest in a new Non-Profit Corp.

You are going to tell them, "Hey, put the remainder,
after I'm done the merging of the titles, if there is anything
left over there, put that in this new trust that I'm going to establish." Then start generating some interest on the public side for that in a new NON-PROFIT .

Guest 1 - So, for example, if I generate some interest, say 10% on $400M, I can write a check off of that 10%? Is that what you are saying?

Moderator: Yes, if you could get the interest into the NON-PROFIT . You might be able to do it that way. What may hold you up is they may seize the funds anyway because you are still effectively connected in as a debtor, because that original Master File might not be corrected. [Need to correct the IMF first.] It's the same reason why they are claiming, or freezing up, the OID funds.

Guest 1 - If they were to seize the funds, and they may not, as we talked about there being spotty remedy, right?

Moderator: Right.

Guest 1 - If they were to seize the funds then the chance of me recovering that 3 grand I paid out to that lawyer - I'll lose that chance?

Moderator: Possibly, Yes. If you put that in with the discharge that should take care of it though. That went into a special deposit. His fees and all of that should be discharged once you do the trust, once you merge the titles and terminate the trust.

Guest 1 - The lawyer has already been paid.

Moderator: Didn't you say there was something you owed yet?

Guest 1 - Yes, $468 in statutory fines.

Moderator: Ok, then that is part of the trust deposit. That should be taken care of with this trust so if you don't get any funds back that is still taken care of.

Guest 1 - Right. I understand that. I was just wondering how I could get my 3 grand back?

Moderator: Really you didn't give him anything. You gave him Federal Reserve Notes. They have no value.

Guest 1 - They have value right now.

Guest 2 - I just wanted to interject that I just found a book that I think would bring a lot of help to everyone. It's called Agency and Trusts for Payment of Debts Under Private Arrangement. I think it will help both ways, like for special deposits, not only for us paying debts but other people paying our debts back.

Moderator: Does it talk about special deposits in there, trust deposits?

Guest 2 - I've only just found it on the archive.org. It does talk about a soon to be published book - this book was published in 1868 and it says the soon to be published book is Prescription and Limitation of Time in Relation to Real Property of The Crown, The Duke of Cornwall, and Private Persons.

Moderator: The prescription was dealing with the right over an extended period of time.

Guest 2 - This book was printed at 3 Chancery Lane, which is the same street as the Public Trustee, the Solicitor General in England....

Moderator: Remember, a BOE [Bill of Exchange] is under debtor/creditor so you can't really use a negotiable instrument of any kind. But, what is likened to the BOE, but it would not be a BOE, is under Section 159 on page 41 [Gilbert Law Summaries - Trusts] read earlier about the merger of title.

Merger of title acts like a BOE in exchanging the bill. You are merging the titles. You are merging the two bills together, the debt bill and the asset bill. When you merge the two bills it's the same as being a BOE, or exchanging the bills, but under trusts you are merging it. Under debtor/creditor you use the BOE. How you make a payment under trusts is you merge titles. Under debtor/creditor you write a BOE.

Listen to the title for Chapter 2. Of Instruments for the Payment of Debts Without the Privity of Any Communication With Any Creditor. It's only a short book. It's only 54 pages. [END]

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Appendix A

U.C.C. Article 3 PART 2. NEGOTIATION, TRANSFER, AND INDORSEMENT

- § 3-201. NEGOTIATION.
- § 3-202. NEGOTIATION SUBJECT TO RESCISSION.
- § 3-203. TRANSFER OF INSTRUMENT; RIGHTS ACQUIRED BY TRANSFER.
- § 3-204. INDORSEMENT.
- § 3-205. SPECIAL INDORSEMENT; BLANK INDORSEMENT; ANOMALOUS INDORSEMENT.
- § 3-206. RESTRICTIVE INDORSEMENT.
- § 3-207. REACQUISITION.

U.C.C. - ARTICLE 9 - SECURED TRANSACTIONS

https://www.law.cornell.edu/ucc/9

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