

Learn to Express the Trust

The problem has been the lack of knowledge on the effects of trusts on our lives. We can become Master, not slave. Not to be construed as legal advice, Learn to express the Trust Technology views everything as a trust first, and not as a construed debtor etc.

Learn to express the trust, and to follow the rules.

We've been learning about Creating, Claiming, and Moving Titles, which is what this report is based on. We're utilizing AFV, UCC, IRS, GSA forms in expressing the trust.

How they got us: Legal fiction: "the assumption that something is true, even though it may be untrue, made especially in judicial reasoning, to alter how a legal rule operates. Specifically, a device by which a legal rule or institution (a trust) is diverted from its original purpose, to accomplish indirectly some other objective." The constructive/cestui que/SS/STRAWMAN trust is an example of a legal fiction.

In 1901, Henry S. Main wrote: *"I employ a legal fiction to signify any assumption which conceals, or effects to conceal, the fact that the rule of law has undergone alteration, its letter remaining unchanged, its operation being modified. It is not difficult to understand why fictions in all their forms are congenial to the infancy of society. They satisfy the desire for improvement, which is not quite wanting at the same time that they did not offend the superstitious disrelish for change which is always present."*

Privity of contracts, where privity means the relationship between two parties, each having a legal recognized interest in the same subject matter, such as a court case or a piece of property! "The relationship between two parties allowing them to sue each other but preventing a third party from doing so. The requirement of privity has been relaxed under normal laws, modern laws and doctrines of implied warranties (trusts), and strict liability, which allows a thirdparty beneficiary or other foreseeable user (both trust terms) to sue the seller of a defective product." (Could that nonperforming product be a STRAWMAN / slave?) "To many students of the common law, privity of contract became a fetish, (i.e. you're supposed to agree, or have knowledge of a contract to be liable student-practitioners. As such, this change has operated to deprive many a claimant of a remedy in cases where, according to the mores (i.e. the dead, with no vision) of the time, the claim was just. Many came to believe that a court action could not be assigned.

Even now it is asserted that a man cannot be made the debtor of another against his will. But the common law has been influenced by equity (thru trusts, where no commonlaw disclosure be given, and a trust is wrapped in a colorable common law contract.) By the Law Merchant (i.e. the Uniform Commercial Code, a debtor could become bound by

a UCC-3, thru silence, to pay a perfect stranger, even if he had no privity of knowledge. The common law courts made use of fictions/trusts, and pretended they were not doing that which they were doing."

Bingo.

This is what they do not want you to know. (Hanson, "Principles of Law and Contracts).

Privity of Estate: an estate is a trust: a mutual and successive relationship to the same right in property as between grantor and grantee or landlord and tenant. Also termed privity of title. a/k/a warranty deed: a trust, you, as grantee/trustee filed by the previous owner, as grantor in a successive trust.

Expressing the trust with our signature and an AFV; in 1933 they took the gold from backing of Fed Reserve Notes, **a contract could no longer be completed. No consideration or value could be given**, common law vanished in the Public, **so all contracts become colorable, (lies)** so trusts fill the void. Colorable contracts wrap a trust at the core, so everything is trusts, and the gifting of the res into the trust, forming the corpus of the trust.

Your signature is the representation of the trust and all your past, present, and future labor or assets, where your signature is the res/value/principal.

Trusts: If two parties have the four elements of a trust, and employed one of the four methods of formation of the trust, then they have a trust, recognized in law, whether they know it or not, and the trustee can be held liable.

Black's law; two kinds of trusts, Express and Implied.

Trust: the right, enforceable solely in equity, (in court), to the beneficial enjoyment of property to which another person holds legal title; a property interest held by one person (grantee or trustee) at the request of the grantor or settlor, for the benefit of a third party (the beneficiary).

Express Trust: a trust created with the Settlor's express intent (expressing the trust, voluntarily), usually declared in writing; an ordinary trust as opposed to a resulting trust or a constructive trust.

Implied trust, which is involuntary; also called constructive trust. (SS account). The form thru which the conscience of equity (the court) finds expression against one who has obtained property by wrong-doing. When property has been acquired in such circumstances that the holder of the legal title (possession/90%) may not in good conscience retain the beneficial interest (title, the other tenth), equity converts him into a trustee. (They deem us to be holding title illegally, and they convert us into the trustee.) It is sometimes said that when there are sufficient grounds for imposing a constructive trust, the court construes a trust (it implies a

trust because we did not express a trust first). The expression 'constructive trust' is absurd, because "constructive" is derived from "construe", not 'construct'; the court 'construes' the circumstances, it explains them; it does not 'construct' them." (Black's). We don't express the trust, so they construe it to their benefit.

Cestui que trust is an implied or constructive trust. (Social Security # Trust Account) It is a beneficiary of the foreign situs trust because you didn't express the trust after age 18. The cestui que is the remedy by which the court of equity finds justice for the one who has lost his property to one who does not legally have a right to the property. You are being construed as the one holding the property illegally. One is holding the property illegally when it has been acquired in such circumstances that the holder of the legal title may not in good conscience hold the beneficial or legal title, and equity converts him into a trustee. They construe the trust with you as the trustee under debtor/creditor law, you were supposed to pay, you didn't, so you are in breach of fiduciary duty, you can go to jail.

You should express the trust with your intent, under, say, equity or 1776 law form, which is pre-United States, and pre-statutes and codes, so you could then pay with private credit, or negotiable debt instruments' (NDI's) and you would be safe in making private payments with private credit. They put you under public policy where you have to pay with FRN's. The substantive rights of the real man lie with equity.

But the courts construe you as trustee with duty to pay them, as construed beneficiary, in FRN'S.

If you have a drinking glass in the private, a TITLE is used to represent that drinking glass in the public.

Express trust is usually expressed in writing.

Implied trust: An implied trust is created when you don't express it; an equitable remedy imposed by the court; the form thru which the conscience of the equity finds expression against one who has obtained property by wrong-doing; or when the holder of the legal title can not in good conscience retain the beneficial interest.

Equity converts him into a trustee.

To understand trusts, study the workings of the IRS tax code, the motor vehicle code, municipal courts, property taxes, etc. that which we have been induced into signing.

I recommend "***The Law of Trusts and Trustees***" **Bogert and Bogert**, and "*Scott on Trusts*", also "***Wills and Trusts in a Nutshell***".

Key points in trust law: 'he who claims trust must prove trust.' That burden of proof is a prima facie case, the proof of which is in the expression of the trust. Four elements to a trust, 1) parties, (grantor, trustee, beneficiary), 2) a specific res/property/'the thing', 3) intent, and 4) purpose.

Trustee holds the trust property and is subject to equitable duties for the benefit of the beneficiary. They make us trustee/beneficiary by the mere acceptance of benefits.

Beneficiary disclaimer. Can waive.

No one can be forced to be a fiduciary/trustee, only voluntarily.

"Did you understand that you were creating a trust when you signed that document?" "Is this your signature?" One is presumed to know the nature and content of what he signs. But 'no parties to the trust (grantor, trustee, beneficiary) need to know or understand that they are forming a trust.

That does not negate the trust" [Sec 23, 'Restatement of the Law on Trusts', and also out of Gilbert's Law Summaries on Trusts) UCC is key: "Incomplete instrument" means signed writing, whether or not issued by the signer, the contents of which show at the time of signing that it is incomplete but that the signer intended it to be completed by the addition of words or numbers.

They add "PAY TO THE ORDER OF", and "ONE MILLION DOLLARS", they turn the offer you signed into a check. You can do the same, i.e. turn it into a check. **Instead of trading our labor for FRN's we have to learn to trade our credit for them.**

Trusts are formed by 1) transfer of the res to trustee, who is neither settlor, nor beneficiary IF the transferor expresses simultaneously with or prior to the creation of the trust, (transfer is another portal termed, under UCC sub-200's, 'negotiation') (a transfer is by one of four methods; endorsement, delivery in bearer form, assignment on a UCC3, and also by operation of law); but a transfer is also a trust term; a transfer using one of these methods forms a trust. 2) a declaration in writing by the owner of the property that the owner holds the property as trustee for the owner and another person as the beneficiary, 3) appointment/assignment; if the beneficiary makes a prima facie case the burden of contradicting it or showing a defense will the shift to the trustee; Bogert discusses how there is a certain ill-defined threshold the beneficiary must prove, then the burden shifts to the trustee to prove that he met his responsibilities. He has no evidence he can prove unless he made the payment. "Why would a beneficiary make a claim if he got paid? 4) by contract.

"The one who is able to prove the expression of the trust elements, and has the burden of proof to do so; if not (e.g.: "if not proven"?) there is no trust".

In commerce, the trustee is presumed to be guilty.

The one who is able to prove the expression of the trust *US v. Snepp*. Wherein the US (CIA) sued Snepp because he had two non-disclosure agreements with the CIA, to not publicize data. They sued him under trust law, not contract law. If

there is an absence of a fiduciary, a court may appoint one. Equity will not allow a trust to fail for lack of a trustee.

Acceptance of benefits is presumed, under Bogert 169 (all number references following are also from Bogert), 191 "acceptance is presumed".

There is nothing you need to do formally to become the beneficiary, of these scams.

The beneficiary may 'disclaim', under 170-72, and 170-205, where conduct by beneficiary (including silence) amounts to a disclaimer, a refusal to accept the gift of the equitable property right.

Since acceptance is normal, a claim of renunciation must be supported by clear evidence.

Disclaimer is nunc pro tunc (now and for then) to the start of the agreement. 172 at 227-28.

Conduct by the beneficiary which is inconsistent with his benefits may amount to an implied disclaimer and statutes which require surrender of such trusts will be in writing do not apply, since a surrender is based on giving up equitable interest. This is the unknown beneficiary problem, which can be your defense, because the alleged trustee has no obligation to pay.

How do you make a prima facie case?

Simple, come in with all the documents copied, and make an allegation.

Beneficiary must show he is a beneficiary, managed by fiduciary, of a trust, with a trust res.

In other words, express the trust. Where the beneficiary is unknown, the trustee has no obligation to pay. When they construe you to be trustee, who hasn't paid, what would your defense be. The unknown beneficiary? Since the trust was not expressed, how would you know who the beneficiary was. Or you could re-express the trust to your liking, with yourself as beneficiary. Identify the party that needs to be paid. 161 @ 133,134.

Breach of fiduciary duty can put one in jail. Misapplication of fiduciary property or property of financial institutions; embezzlement, misappropriation. 18 USC 371, 'defraud includes embezzlement.'

18 U.S.C. § 371—Conspiracy to Defraud the United States. The general conspiracy statute, 18 U.S.C. § 371, creates an offense "[i]f two or more persons conspire either to commit any offense against the United States, or to defraud the

United States, or any agency thereof in any manner or for any purpose.

The trustee may deviate from the terms of the trust if all beneficiaries agree to that (**Scott's, "On Abridgement,** 216). As an example, let's say there are several beneficiaries, and the trustee wanted to make a donation to an organization, which is not listed as a beneficiary in the trust.

If all but one of the beneficiaries support it, the trustee cannot, it must be unanimous. *Polk* (who was the beneficiary) v *Farmer's Trust and Loan* 157 US 429 (1895)

To re-convey the mortgage you must terminate the trust. When you signed the application for the loan, the bank monetized your signature, got paid, deposited into an account. Then you signed the promissory note at closing, which they deposited onto the right (asset) side of the ledger, and deposited your security agreement on the left (debit) side.

Do debt validation, then get them in dishonor, which we use for revoke of Power of Attorney, re-express the trust with appointment of trustee = bank. Since they're the beneficiary, the trust terminates, because they can't be both.

Now the trustee must disperse funds to the beneficiary. As grantor, you instruct the trustee, they're in breach. Debtor-creditor law is where you're paying for 30 years.

Establish holder in due course status. Follow UCC procedure. Do an AFV. [end]

See: **Agree with your adversary quickly...**

Template Acknowledgement of Debt Letter

Template Accept the Charges Letter

Rule of Signatures

New Technology; Accept For Value/Return For Value (AFV/RfV) to Discharge Debt.pdf

Nature of the Rights of the Cestui Que Trust.pdf

<http://articleatlas.com> website is here to provide information on how the Cestui Que trust was formed and the trust has gone dead and they are construing the trust and operating the trust without you. With this material provided here you can straighten this out as beneficial owner with ultimate "Controlling" interest.

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