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*7500 Level Notes*

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# 7500 Level Notes

1/6

The Executor is responsible for paying taxes. It is the job of the executor to report to the IRS of the personal representative capacity and fiduciary and filing the appropriate tax forms of that trust.

**When you reaffirm a judge for instance that he is the executor or trustee then he is responsible for the tax.**

Neither the upper case nor the real man want to be considered the executor or the trustee.

Say we have a traffic ticket. There is now a court case. **The court case is considered a trust account.** So there has to be a trustee somewhere. Neither the upper case nor the real man want to be considered the executor or the trustee of that account.

**A form 56 can be used to express them (judge, CEO, CFO, etc.) as the trustee/fiduciary of the trust.** Court case, bill, etc are all trusts.

**If it is a third party debt collector you should also let them know that they are not holder of the note and may not come after you.**

So, on the public side an executor or trustee must file a 1041. But on the private side they do not when the trust is foreign.

In the 7500 level you need to know how to operate through the office of executor.

You need to do a **W-8 for the executor and the estate.**

We don't do executor letters. We do executive orders.

You need to **establish the fact that the real man is alive. You have to show where you came from.**

The key to all of this is centered around the inheritance. You can't claim a court case or accounts, etc. without establishing the inheritance.

**If they create derivatives from me then they belong to me. But I do not want to own them.**

When writing to direct them to execute certain orders we must somehow indicate that we are alive by using our words from our belief system. But it must go back to something higher than us. Whatever your belief about the origin of life you need to express it.

**We must declare where our life came from.**

There is something that is true and something is false. What is false is fiction. And those in the world of fiction will know fiction. And truth is foreign to fiction.

How is it that one is determined to be alive? What are you? Who are you? Where did you come from? Where are you going? What do I need to create to show them who, what and why I am? And do it in writing without me having to be present in person.

One thing has to be substantiated. How can I trace the lineage of the inheritance? How can one be able to associate the real man with an inheritance?

The higher up judges know how all this works. If you show you know what's what with standing they will move on to easier fish. They don't want to deal with you.

**When the real man who is born alive they are creating an image and record whereby in their jurisdiction the baby or infant is presumed dead. Which means there has to be a guardian to oversee the estate of the presumed dead baby. Whatever the guardians determine is what it is. If the estate is vacant then someone has to speak on behalf of the infant that was presumed dead.**

The certificate of live birth is in the fictional jurisdiction and creating an illusion of the estate.

Any derivative, proceed, profit that was derived from the real man belongs to the real man.

If I take a headshot of someone and then go out and start selling it and make a profit that someone would want compensation for it.

Every SS account, every piece of identity is a derivative of the real man. This is why they want you to be presumed dead so you can't get access to these things that are created by you.

Someone has to be trustee of these accounts. And this presumed dead entity has been considered the trustee and backed up by the real man.

If the real man is lost at sea and missing in action then how can the grantor position be established? How can the grantor affirm trustees? **How can the trustee elect an executor or beneficial owner?**

So they can make the grantor the trustee and administrate the estates as a decedent estate because they have control of the entire jurisdiction of the dead.

This realm spreads from the physical to the spiritual.

One can have a spiritual inheritance or a physical inheritance or both.

You do not have to partake in the spiritual inheritance to access the physical inheritance.

When a bill comes to you in the mail and you pay it you are operating in the position of the trustee. The debtor is the trustee. You are a debtor trustee.

When they say "pay" they mean a colorable payment. So you must respond colorable. If you get something from the IRS it is going to be colorable. They can't hear anything that is in the real man jurisdiction. So, **we have to use trusts to communicate with them.**

BREAK

There is an uppercase on the BC and an uppercase that is associated with the cert of live birth and an uppercase associated with the SS. Which uppercase are we talking about? It is not all the same.

One is an estate, one is a trust and one is another estate.

When dealing with the estate in its most official use it should be used as it is on the BC or certificate of live birth. However, there is a problem with that. Because when you do something like that it can be construed and perceived as it is on a summons or arrest warrant, etc.

**So, although the name is the same you need to add something to distinguish it like ACN, Estate and use the file number. For the SS use ACN, Trust and the number, etc.**

When you get married the woman's last name changes the BC and cert of live birth does not change. Only the SS trust changes.

If I say my life comes from someone else then that puts the liability on someone else. If someone attempts to hurt me then they are trespassing on someone else's property.

Because of this I am borrowing this life. I am a beneficiary of this life and when I begin to move forward and use this life then I am a successor trustee. But if I use the term trustee or executor incorrectly then I may end up with unwanted liability.

**Any derivative that comes from the life that has been created for me stems from the cert of live birth.**

The estate was given to me by birth.

The BC or Cert of Live Birth is the public record of the estate.

If we keep it that and don't recognize there is a security interest associated with the BC then we are missing stuff. Otherwise, why are they monetizing the document?

And why is it that we can get a certified true copy of it? Because it is testimony that there is an estate.

It is more than a public record. It is a mirror in commercial terms of the estate. If it was public record alone then why is it being monetized?

The BC is definitely not a document for identification.

The original has been modified. When you get a copy of the BC with red letters and numbers and you authenticate it then you have something as good as the original.

They can re-issue the securities associated with the BC and the SS.

Read the BC scam eBook. Foreclosures operate the same way as the BC scam.

The life in you is the inheritance. If you claim it from that perspective then all derivatives of that life whether labor or identity, value, energy, any form whatsoever is a part of your estate. That is only on the organic side. So you have to write and claim all the securities in their fictional arena.

If there is a liability on the trustee and you terminate that trustee the trustee still has the liability.

What if they were already trustees and they were there before you were there by default? What if you just had to reaffirm the true trustees?

How can you get around being responsible for a debt liability when you have terminated yourself as the trustee on the account while in office the trustee received a ticket or student loan or foreclosure? How

can you escape such liability? The form 56 can be used to reaffirm a trustee, which has been them the whole time. You can appoint them nunc pro tunc based on breach of fiduciary duty or executor de son tort because they did not give full disclosure. Trustees cannot be forced to take on the office of trustee. They did not give full disclosure and forced me into trusteeship and therefore the contract is not valid. They forced you through the arm of the court to be the trustee. Nobody is allowed to trick someone into being trustee

The trustees are them and now they are liable for executor de son tort activity because they were doing things that were in breach of their original fiduciary duty {BASED ON THE BANCRUPTCY STATUS AND PUBLIC POLICY 73. It doesn't matter what kind of issue it is whether a credit card, foreclosure, IRS, student loan, etc. They are the trustees of that matter.

If the real man is alive then we want to make sure the beneficial owner gets to receive what is due to him.

**Personal representatives of trusts such as Trustee, guardian, executor are responsible for reporting taxable events on IRS forms. So you definitely don't want to be trustee or executor of any of those accounts.**

When you use the word fraud you HAVE to have evidence. Only evidence shows there is fraud.

Whatever you are writing it is best to do it in no more than 3 pages. 50 pages is way too much. Be concise. Be tight and show authority.

If I express to them their own information as relates to the Uniform Trust Code of what a trust is (a transfer of value, an exchange has been made) then I can show that a trust exists. If there is account in place then something has transferred in order for that to happen. You have transferred your energy with the signature. Information about the real man has been transferred and is now res in their fictional world. Now they come back to the grantor (me) and offer for me to be the trustee but I did not know that I was becoming the trustee.

The estate is a realm of action that is combining the physical and spiritual aspects of each individual.

Life in you is your inheritance.

The physical inheritance has been transferred and mirrored through the BC process where it has been monetized. It is a derivative of your life. They took energy and information from you and created a trust.

The BC is a vessel considered lost at sea and there is a salvage process that is going on. If the real man is presumed dead then they are salvaging assets of the estate. They made themselves the beneficiary and made you the trustee figuring you wouldn't rebut it because you are lost at sea.

On all these accounts you just thought there was a debtor/creditor relationship going on but actually it a trust relationship and you are the grantor tricked into being the trustee but they were the trustee all along.

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Font Paragraph Styles

ANCIENT ORDER OF MELCHIZEDEK ROYAL PRIESTHOOD DIAGRAM

THE COVENANT ESTATE RE-ESTABLISHED BY BLOOD & INHERITANCE TRACE (HEBREWS CHAPTERS 7, 8, & 9)

**ELOHIM UNIVERSAL ESTATE TRUST**

HIGH PRIESTHOOD COVENANT OF SOVEREIGN YESHUA, "GENERAL EXECUTOR/TRUSTEE", AFTER THE ORDER (JURISDICTION) OF MELCHIZEDEK

POSSESSES ETERNAL LEGAL/LAWFUL CLAIM, TITLE & RIGHT

\*NATURALLY BY CREATION PHYSICAL INHERITANCE/BIRTH RIGHT TRANSFERS TO BENEFICIAL OWNER

\*OPTIONALLY BY DEATH OF THE SAVIOR SPIRITUAL INHERITANCE/BIRTH RIGHT TRANSFERS TO "SPIRITUAL HEIR" ON CONDITION

**'PLANET EARTH' DOMINION TRUST & REAL MAN/WOMAN BORN ALIVE ARE "BENEFICIAL OWNERS" & OR "SPIRITUAL HEIR" OF THE INHERITANCE OF ELOHIM UNIVERSAL ESTATE TRUST COVENANT**

MINISTERING AFTER THE ORDER (JURISDICTION) OF MELCHIZEDEK

**INHERITANCE = LIFE EQUITABLE TITLE, CLAIM & RIGHTS**

LIVING "BENEFICIAL OWNER/SPIRITUAL HEIR" BECOMES A "SUCCESSOR TRUSTEE" & "STEWARD" OF THE "'PLANET EARTH' DOMINION TRUST"

MINISTERING AFTER THE ORDER (JURISDICTION) OF MELCHIZEDEK

CREATOR OF THIS TRUST IS ELOHIM BY CREATION BENEFICIARIES ARE THE PRIVATE OFFSPRING & MANKIND IN GENERAL

SUCCESSOR TRUSTEE MUST PASS ON THE INHERITANCE = PHYSICAL LIFE, LABOR, LAND WITH ALL DERIVATIVES, & PRODUCTS ETC. & OR SPIRITUAL LIFE EQUITABLE TITLE, CLAIM & RIGHTS

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2013-01-06 13:33 7500 - LEVEL 2 ADVANCED TRAINING - SUNDAY JANUARY 6TH FROM 1PM TO 4PM (CENTRAL)

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Font Paragraph Styles

ANCIENT ORDER OF MELCHIZEDEK ROYAL PRIESTHOOD DIAGRAM

THE COVENANT ESTATE RE-ESTABLISHED BY BLOOD & INHERITANCE TRACE (HEBREWS CHAPTERS 7, 8, & 9)

IGNER THE X TITLE & BENEFICIAL RITUAL

'PLANET EARTH' DOMINION TRUST & REAL MAN/WOMAN BORN ALIVE ARE "BENEFICIAL OWNERS" & OR "SPIRITUAL HEIR" OF THE INHERITANCE OF ELOHIM UNIVERSAL ESTATE TRUST COVENANT

MINISTERING AFTER THE ORDER (JURISDICTION) OF MELCHIZEDEK

**INHERITANCE = LIFE EQUITABLE TITLE, CLAIM & RIGHTS**

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02:52:45

There is a universal estate trust. There is a physical and spiritual inheritance. Both have been incorporated in this. There is a dominion that was put in place and it was given to men and women. We are supposed to have dominion over this planet which is the same thing as stewardship.

The planet earth dominion trust and the men and women are beneficial owners of the universal estate trust. We are not speaking necessarily of the spiritual but mainly the physical here.

On this earth we have living beings and they are all benefiting from the same life that we are benefiting from.

Man becomes trustee and the inheritance is life.

We are tracing our lineage back to where it comes from. So if anyone wants to mess with me they are messing with the one that gave inheritance to me.

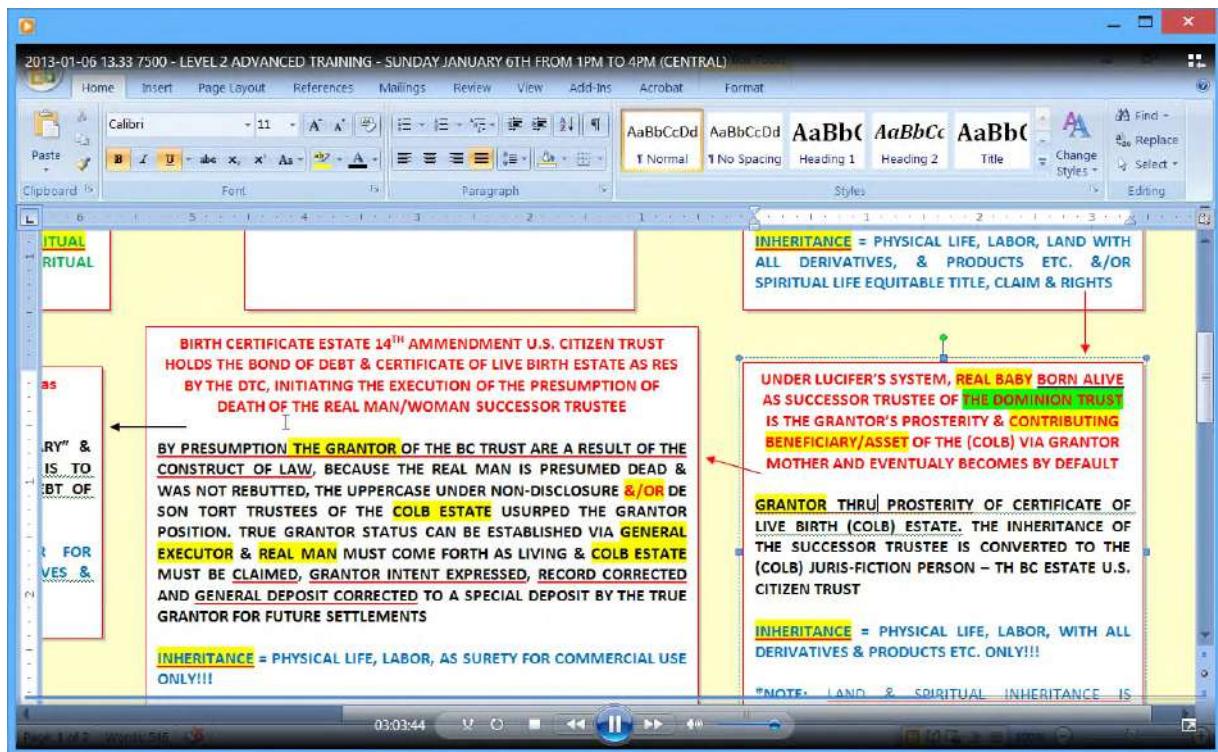
We cannot try to contain the legal title that is associated with the universal estate trust. The legal title stays with God. We are the beneficial owners. Everyone born has a physical dominion which can be divided up to the house we live in and the food eat, etc. Nobody has a right to just take it from you but people do that.

So we want to build shelters to protect this inheritance because others want this inheritance.

The beneficiary of the universal trust is the planet and the animals and the man is the trustee of the planet earth trust and given special instructions to be fruitful and multiply and take care of the earth. He is now a successor trustee of the planet earth dominion trust whereby the inheritance was passed onto him.

As a result of this, being trustee of this higher level, how is it recognized in their system? You can't go in their court and talk about this. They will not be able to hear it.

The legal title doesn't transfer from this jurisdiction to theirs.



The certificate of live birth is created that illustrates that someone is born alive. And they transferred the life into their system. They separated the spiritual from the physical estate.

This is why it is important to make it clear that the baby was born and still alive so they cannot administer the estate as a decedent estate and needs to be administered as a life estate.

The SS is not what makes the person a 14<sup>th</sup> amendment US citizen. It is the BC that does that.

The BC is nothing more than a presumed death certificate of the real man which is why there is a bond associated with it just in case you come back from lost at sea there is some insurance.

Problem: where are the grantors on this? If the real man is presumed dead then the grantors office is vacated. The trustees of the COLB usurped the grantor position and created the BC and made the real man trustee of all it and all the derivatives.

The grantor position is so powerful that you really don't have to have an executor. They are already operating as exec de son tort anyways. When the real man comes forward as grantor he can order those operating as executor de son tort to fulfill the duties of the trust.

The important factor is we have to establish life.

**You could terminate ALL positions of the trust and make someone a limited executor or trustee of a certain case and when it is done terminate them and make someone else executor of that case.**

When you are moving and interacting this way you can say what you need to say in a short period of time instead of rambling on. Again, it should not be more than 3-5 pages max.

The grantor of the BC has to express the intent, correct the record, address the accounting, deal with the general deposit and must make a claim. Because the real man in the office of grantor is presumed dead. If he is presumed dead then how can he express his true intent?

The SS trust is a cesti que vie trust off of the BC. Because the COLB is a mirror of the estate borrowing the spiritual inheritance.

When moving this way it's important for the grantor to make sure that the status of life is established. Because if they can separate the life from the physical body that will fulfill the CQA 1666 and the triple bull. Which means the grantor isn't really transferring anything of value. He becomes a player as a surety of the BC. They are presuming that position to manipulate the BC to their advantage. It is called a settlement certificate.

Read: A settlement certificate under the must read folder.

The BC only evidences the physical inheritance and not the spiritual inheritance.

The grantor (real man) of the BC is the same one that is the beneficiary (the real man) of the planet earth trust.

The SS is the trust that has nothing. It is what is blocking the inheritance. The BC carries the 14<sup>th</sup> amendment civilly dead status. The SS person is the one that creates all the accounts whereby it can be charged. But it isn't charged against the estate. The real man is acting as trustee of the SS Trust.

In order for these accounts to be settled they need to be settled against the life, earnings and labor of the real man, his property.

He is using FRN's to make payments in their jurisdiction of color while they are taking the accounts and accessing the estate that was created through the COLB. They are just not trading it back to him because he is presumed dead.

We have to rebut death. Thru affidavits and forms in their jurisdiction

The key now is the enforcement of it.

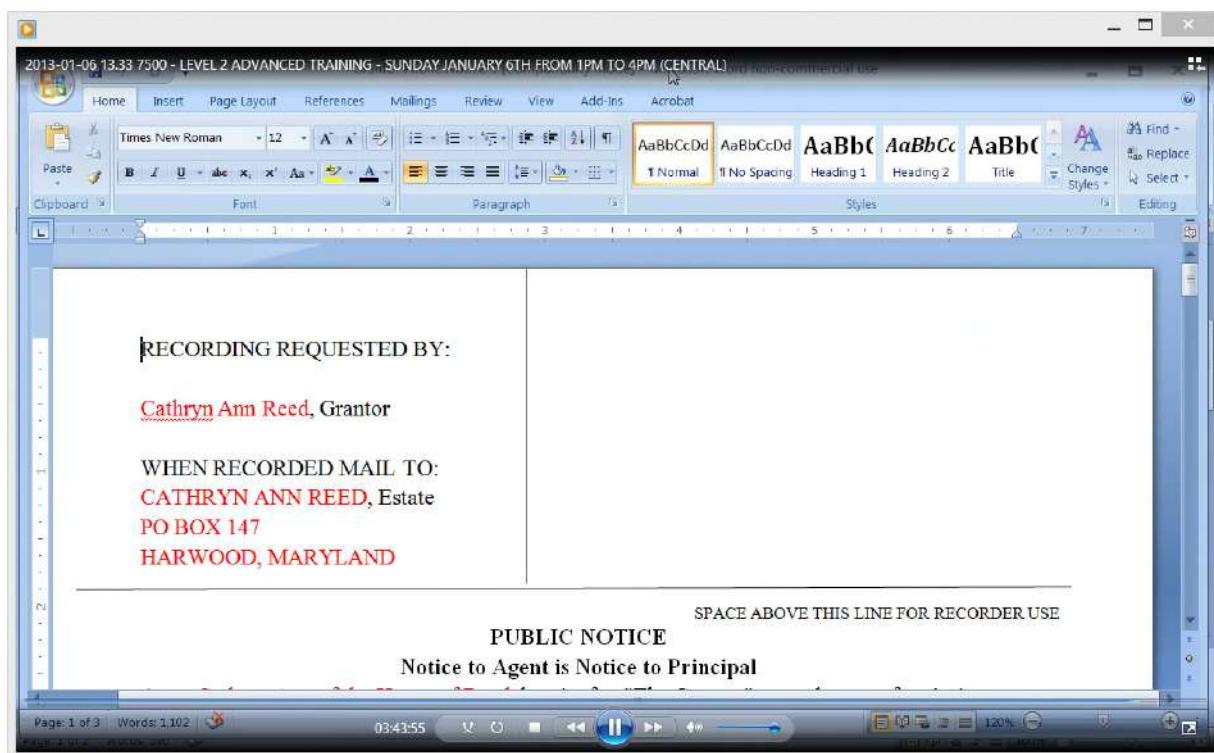
**You don't go into court to make enemies. You go in there to create a win win. In some cases you don't want to bar them from accessing the estate.** They are already doing it. You just want them to know that you know and that you want them to do their job. In other cases like a traffic ticket and possibly child support you don't want them accessing it and you want to bar them and charge them for trespass. You may not want to let them access it on a credit card. You want to bar them. It just depends on what you are trying to do.

Explaining your story is done in your documents.

The IRS and the United States needs your business. They want to keep a customer. Make it a win win.

**I suggest before you write anything you write out what you are trying to achieve. What you write needs to become part of you. The information you put to it is what makes it unique.**

If you get a grantor that has been liberated that grantor can write.



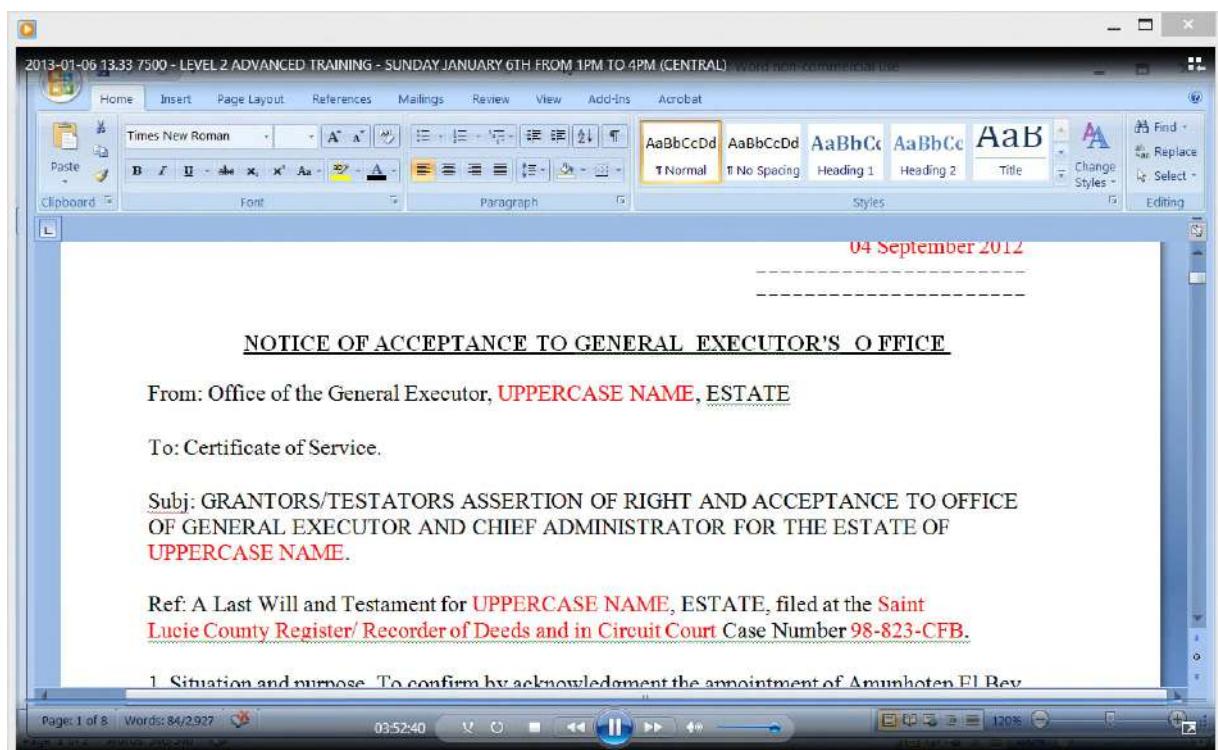
**The grantor could also** use an AR on his behalf to do this if he wants. The grantor can write things necessary to handle certain things in a trust. A grantor can choose to put another \$1,000 in the trust account to settle a debt for the benefit of the trust. Or he could choose to put more of his estate in the trust.

In a court case the plaintiff and attorney are always presuming to be the beneficiary of the case. You need to rebut that. Grantor gets to determine the beneficiaries. So can the trustee and executor.

When you are using the office of the executor you are using the high office of the general office of executor of the beneficial owner by way or special intent or by way of intent under fiduciary instructions from the grantor. The grantor doesn't run the trust but he can make sure the trust is doing what it is supposed to do.

The account was created under presumption **by the order of the court**. And the court is the trust which is a trust account. And you have trustees which are supposed to be the judge. But they made the defendant the trustee. That is only the presumption and left unrebutted is the way it is.

It has to be rebutted by a legitimate party which has to stem from the grantor who is in position because the real man is alive **established by the executor**. But you don't need the executor. He can just do his thing.



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An estate is the totality of the wealth. You can have as many accounts you want put in place for the estate. You can create many trusts from the estate.

You can even have them access the estate and whatever proceeds left over after settling an account can be deposited into a trust account for the estate. The grantor can direct them where to put the money.

You need a 45 and 98 EIN number for the estate as the shell.

You either have an estate setup under a 45 or 98 for accounting purposes and admin purposes. These are just tax numbers associated with an estate. But it is not the estate.

However, there is another document of utmost importance and that is the COLB. The COLB is the document that they already have in their electronic system that evidences the existence of an estate.

**Everything points back to the COLB. The COLB is the epitome of the estate in their system.**

The COLB and the BC are different.

**The COLB is the estate and the BC is a trust. The SS is a beneficiary to the BC trust.**

**When you are writing your docs you always want to make reference to the estate. The most important part of the 45 and 98 is there is a reference to the executor of the estate.**

**The grantors intent has been expressed and the real man is alive.** Those two expressions stimulate the actions on the table.

The COLB does not include the entire inheritance. It is only a mirror of part of the inheritance.

How would you claim the COLB? You authenticate the BC. When you authenticate a document you are saying that it is the original and you are the holder in due course. The holder is holding what is considered the original.

The problem is the grantor has never given instructions to the BC trust to administer the estate (COLB) a certain way.

What if a traffic cop stops the driver, which is the SS uppercase, and gives him a ticket and if it goes to court? There is a charge on the table against the SS uppercase.

You have to learn how to control all three entities (COLB, BC, SS).

**You can have an AR of the Grantor.**

The first entity that is charged is the SS. The liability is associated with the SS. So you definitely want to gain control of the SS. If you can control the estate and the BC then you control everything derived from it.

Charging does not mean funding has happened. **It goes to the BC trust for trustees to release credit from the estate (COLB).**

The name of the uppercase is always associated with the SS. The uppercase as the defendant is the SS. Funding always comes from the BC trust using the estate as the credit.

**If you are arrested the SS is charge and they are holding you on bond for 1 million. You have to pay 10% to get out, which is \$100,000. Instead of paying it use the BC trust to fund it. If you pay the 10% they are going to the BC Trust anyway to pay off the other 90%.**

After you authenticate the BC you need to make a statement of claim somewhere and expressing that you are alive.

**In the process of court they are going after the SS. You need to let them know that the uppercase office of grantor is the one expressing this whole shebang. SS trust does not have any funding. It is just a transmitting utility so there has to be a special deposit form somewhere from the estate to the SS or from the estate directly to the court on behalf of the SS trust under fiduciary instructions through executive orders.**

The grantor is not the uppercase SS. The defendant is the uppercase SS but the grantor is not.

You can actually create a representative for the grantor. The grantor is the real man but the real man cannot be seen. So the real man can actually create an AR (maybe a trust) for himself to operate as office of grantor with an EIN number giving instructions. And now the grantor can be recognized in every document because there is a trust that is operating.

**He has created a trust (Henry Doe Trust Office of Grantor) to operate in the office of the grantor.**

So now this trust is acting as a personal representative, which is a fiduciary according to the IRS, and it can create the fiduciary instructions illustrating the intent of the grantor.

Now the grantor can initiate instructions for title merge, colorable payment, and negotiation of negotiable instruments. Anything in association with the COLB (estate).

If you are going to operate with a personal representative you will need to make sure you express it in any documents that are prepared. Be careful that it is not misconstrued that you operating as the trustee of the SS uppercase.

Using an entity that you created with an EIN through the IRS system is an irrevocable trust as a personal rep through an AR for the real man who is the source of it all creating the fiduciary instructions which is nothing more than the re-expression of the intent of the grantor. It is a good idea to get a 98 number for this personal rep trust.

There exists what is called a qualified heir. They setup as a construct called the SS. They know the scriptures really well. They have created a first born in their commercial system. The first born to the actual estate has been the SS trust. So if you create something after that it will not be the first born. The birthright has to change. There has to be a twin. As the grantor you have to direct the inheritance. The same second heir can also be heir of the BC trust and it can be any entity. The grantor can position things where the grantor is the grantor of the SS trust and heir of the BC trust is also heir of the SS trust.

**The treasury, DTC are all trustees of the BC trust. They just need to know who you are.**

If I go into a bank to open a bank account for a trust and give them documents that do not match up with what I want to open they aren't going to give me access. So we have to get the records to match up correctly in order to get access to the treasury account.

Anybody can make deposits but you have to have the right credentials to make a withdrawal. And you need a state approved ID that is recognized in their system.

2/17

FORM 56 FOR OFFICE OF EXECUTOR ON BEHALF OF UPPERCASE5.pdf - Adobe Acrobat Pro

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Please fill out the following form. If you are a form author, choose Distribute from the Forms panel in the Tools pane on the right to send it to your recipients.

Highlight Existing Fields

Pursuant to 63C Am.Jur.2d, Public Officers and Employees, §247, the below names in the Memorandum of Understanding are reaffirmed as substitute debtor fiduciaries for trust account # SS# 000-00-0000 & BIRTH CERTIFICATE FILE# 00-00000000 (SEE ATTACHMENT)

**OFFICE OF THE GENERAL EXECUTOR MEMORANDUM OF UNDERSTANDING**

COMES NOW **NAME OF EXECUTOR**, OFFICE OF GENERAL EXECUTOR on behalf of "UPPERCASE" SS# 000-000-0000 making special visitation, a Real Party in Interest with claim, who is competent, and of mature age, hereby acknowledge and state that **he/she** is the lawful and legal occupant of the Office of Executor for the **JOHN HENRY DOE ESTATE EIN 45-0000000**, & BIRTH CERTIFICATE FILE# 00-00000000, D.B.A. **UPPERCASE**, SS# 000-000-0000 is fully able to administer the affairs of said equitable estate.

**Fiduciary Instructions For Fiduciary Co-Trustee(s)**

I, **NAME OF EXECUTOR**, OFFICE OF EXECUTOR for the "NAME OF EQUITABLE ESTATE", **hereby ORDER** by the HIGH COURT OF THE OFFICE OF GENERAL EXECUTOR that the Office of Secretary of the Treasury in connection with the Internal Revenue Service located at: 10th Street, Pennsylvania Avenue NW 20004; (Birth County Coroner's Office with address); (DTC address); (Dept. of Public Censes in Wash., DC with address); (Office of the Social Security Director with address); (Name **Admin** (Dept. of Justice with address); (United States, Inc 1600 Pennsylvania Avenue N.W. 20500), do to **MUST SEND IRS DATE STAMPED COPY OF ENTIRE name** is presently alive, not presumed dead, or lost at sea (SEE NAME OF STATE SECRETARY PACKAGE TO ALL PARTIES LISTED HERE: 000-00000000 & STATE/FEDERAL MISCELLANEOUS FILE# 00-00000000), to correct the mistaken filing status on record regarding the presumption that **UPPERCASE**, SS# 000-00-0000 has been and is classified as a surrendered decedent estate. It is also hereby ORDERED by the HIGH COURT OF THE OFFICE OF GENERAL EXECUTOR, EIN 00-0000000/D.O.T.# 00-000000 to change the accounting method of the **UPPERCASE**, SS# 000-00-0000 and Birth Account# 00-00000000 from the fair market value method of accounting to the asset exchange based method of accounting, pursuant to 26 CFR 1.1671-5, and 26 CFR 1.1271-1.1275, and TD 9128, as amended. (SEE ATTACHMENT FOR NOTICE OF DECLARATION OF TRUST EXISTENCE and NOTICE OF GRANTOR'S INTENT) Whereas, said fiduciary co-trustee's responsibilities and duties are to exercise scrupulous good faith and candor towards, and for the benefit and on behalf of **UPPERCASE**, SS# 000-00-0000, for the exclusive and limited purpose of accepting and receiving all liabilities, accepting and receiving all service of process and other documents, instruments, bonds or other important papers, to appear and discharge, settle, extinguish and close all matters material to above referenced, trust accounts associated with SS# 000-00-0000 and Birth Account # 00-00000000, in all-capital-letter-assemblages, the same shall be by HIGH COURT OF THE OFFICE OF GENERAL EXECUTOR for the **UPPERCASE**, SS# 000-00-0000 a Real Party in Interest with claim, including all assignments for or on behalf of the **JOHN HENRY DOE ESTATE EIN 45-00000000**, & BIRTH CERTIFICATE FILE# 00-00000000, D.B.A. **UPPERCASE**, SS# 000-000-0000/ EIN 00-0000000/DOT# 0000000 including any alphabetical or numerical variations thereof as described above, and to do all other acts requisite to faithfully execute said appointment, fully, faithfully, specially under this **MEMORANDUM OF UNDERSTANDING & FIDUCIARY INSTRUCTIONS**.

2013-02-17 11:31 7500 - LEVEL 2 ADVANCED TRAINING - SUNDAY FEBRUARY 17TH FROM 1PM TO 4PM (CENTRAL)

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Please fill out the following form. (If you are a form author, choose Distribute from the Forms panel in the Tools pane on the right to send it to your recipients.)

**SAMPLE DOCUMENT. MUST BE CUSTOMIZED & TIME/DATED AT LOCAL IRS OFFICE. ALL FORM 56'S MUST BE CUSTOMIZED TO FIT THE INDIVIDUAL POINT IN THE PROCESS. MUST COMPLETE FOR EACH ESTATE.**

Form 56  
(Rev. December 2007)  
Department of the Treasury  
Internal Revenue Service

**Notice Concerning Fiduciary Relationship**  
(Internal Revenue Code sections 6036 and 6903)

OMB No. 1545-0013

**Part I Identification**

Name of person for whom you are acting (as shown on the tax return)	Identifying number	Decedent's social security no.
<b>UPPERCASE NAME</b> C/O PRIVATE MAIL BOX ADDRESS	N/A	SS# 00 0000
Address of person for whom you are acting (number, street, and room or suite no.)		
City or town, state, and ZIP code (If a foreign address, see Instructions.)		
Fiduciary's name		
<b>EXECUTOR/ESTATE TRUSTEE NAME</b> Address of fiduciary (number, street, and room or suite no.)		
<b>C/O ADDRESS FILED WHEN ESTABLISH EXECUTOR/TRUSTEE STATUS</b> City or town, state, and ZIP code		
Telephone number (optional)		
<b>USE THE SAME AS WHEN ESTABLISHING EXECUTOR/ESTATE TRUSTEE STATUS</b>		

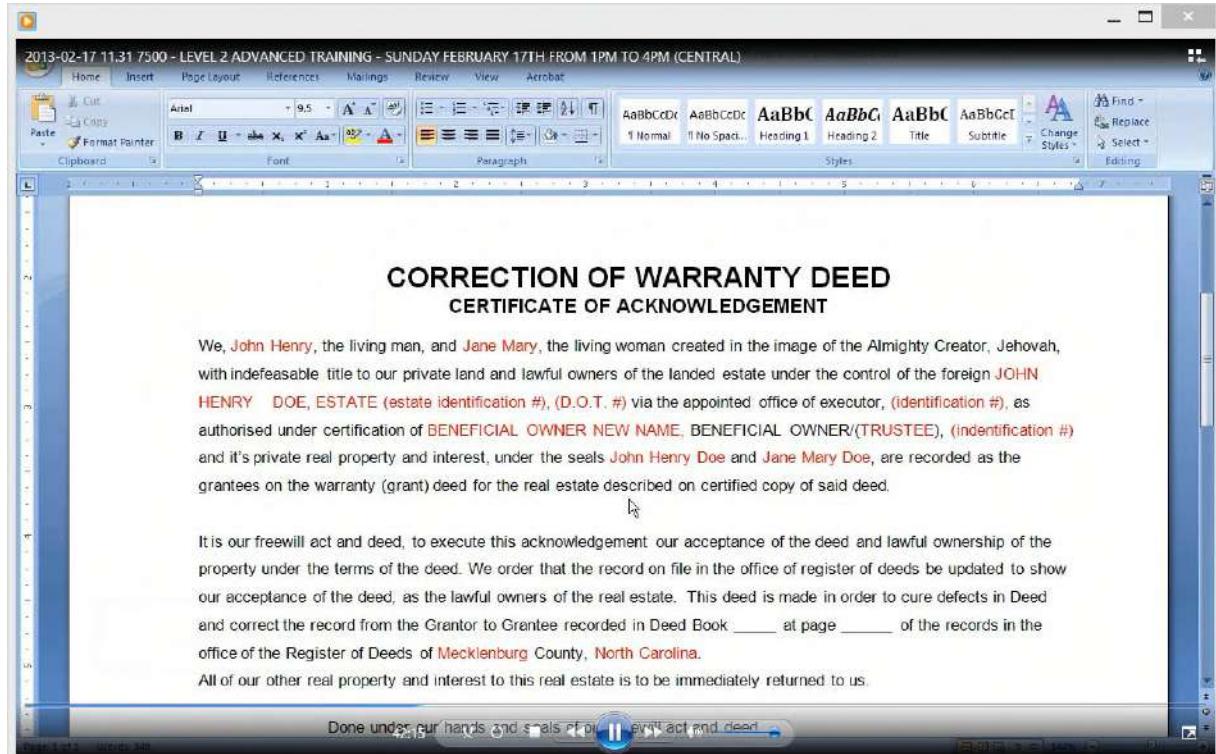
**Part II Authority**

1 Authority for fiduciary relationship. Check applicable boxes.

1a Will and codicils are executed or acknowledged in accordance with state law.

1b Date of death

We want to make it very clear that the IRS is the trustee on the account. When you send in the executor letter and the form 56 expressing they are the trustees and then send the W-8 the W-8 will be accepted on the private side.



3/10

Breach of fiduciary duty is a very important thing to express that they are doing.

**Breach of fiduciary duty is breach of trust with fraudulent intent.**

You express the trust, the estate, and the estate property.

**There are people out there promoting the writing of instruments. It's ok to write instruments but that should not be your first move. The first move is to establish status where you can give fiduciary instructions as to how accounts should be administrated.**

**If there is a mortgage or credit or car loan or court case on the table the funds are already there. So it doesn't make any sense to write another instrument.**

**The BC is already a promissory note** so there is an AR and AP. The problem is the AR is on the public side and the AP is on the private side.

The access to these accounts are changing so much that what used to work may not work next year. So, this is why it is so important to learn to write and give fiduciary instructions.

Then if they don't do what they are told they are breaching their fiduciary duty, which is very serious.

But none of this is possible without status.

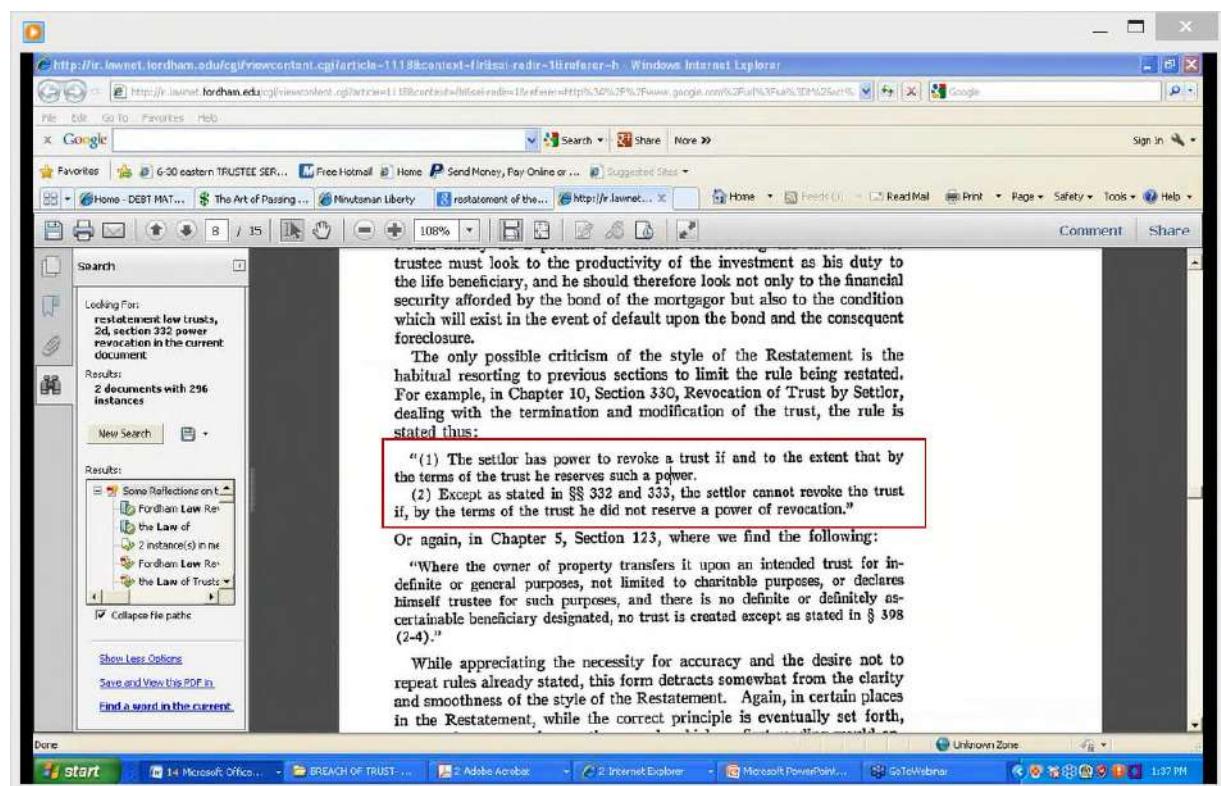
**When you deposit money into a bank you are depositing yourself of it. You cannot make a claim to something unless the real man makes the claim.**

In order to write private credit there has to be expressing that the **living man is not dead** and the **grantors intent must be established**.

If there is a private credit there is also public debit. The public and private are the credit and the debit.

We want to make them fiduciary causing them to write the instruments. If they do not do it then you can either write the instrument or hold them accountable to breach of duty.

**In the trust indenture it is important to state that the settlor has the power to revoke the trust if it is not operating with intent of the grantor. If they breach their fiduciary duty then the trust collapses. The grantor can do that because the intent has not been honored.**



trustee must look to the productivity of the investment as his duty to the life beneficiary, and he should therefore look not only to the financial security afforded by the bond of the mortgagor but also to the condition which will exist in the event of default upon the bond and the consequent foreclosure.

The only possible criticism of the style of the Restatement is the habitual resorting to previous sections to limit the rule being restated. For example, in Chapter 10, Section 330, Revocation of Trust by Settlor, dealing with the termination and modification of the trust, the rule is stated thus:

"(1) The settlor has power to revoke a trust if and to the extent that by the terms of the trust he reserves such a power.  
(2) Except as stated in §§ 332 and 333, the settlor cannot revoke the trust if, by the terms of the trust he did not reserve a power of revocation."

Or again, in Chapter 5, Section 123, where we find the following:

"Where the owner of property transfers it upon an intended trust for indefinite or general purposes, not limited to charitable purposes, or declares himself trustee for such purposes, and there is no definite or definitely ascertainable beneficiary designated, no trust is created except as stated in § 398 (2-4)."

While appreciating the necessity for accuracy and the desire not to repeat rules already stated, this form detracts somewhat from the clarity and smoothness of the style of the Restatement. Again, in certain places in the Restatement, while the correct principle is eventually set forth,

Let's say there is a traffic ticket on the table. Under a constructive trust the real man is considered and operating as trustee. So the ticket is written to upper case for breach of trust and the upper case is charged. The creator of that trust are the ones issuing the ticket which is the state. **The beneficiary could be the state, judge, plaintiff. They are the charging agencies, which puts them into a creditor type relationship. However, that is on the AR side. There is also a creditor not mentioned in any of these cases which is the estat which is on AP side.**

Whenever a court case is created it is created whereby the courts are putting themselves in beneficial position. They are trying to put you in a married position with the office of trustee. Why write a security instrument where there is already an instrument on the table. **So we can write fiduciary orders to tell them what to do with the instrument sitting on the table. And if they don't do it we collapse the trust.**

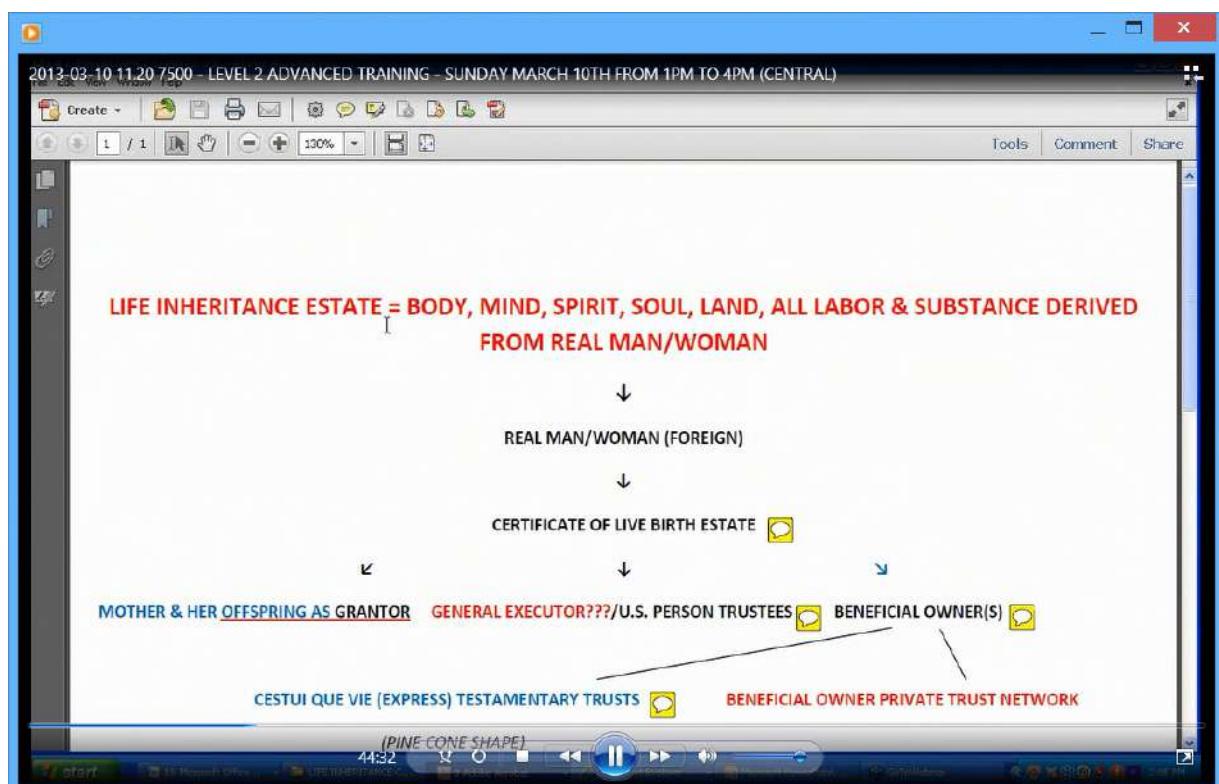
Although they can change our access to writing security instruments they cannot change how trust law works. It is ancient law that is stable. These laws supersede the constitution.

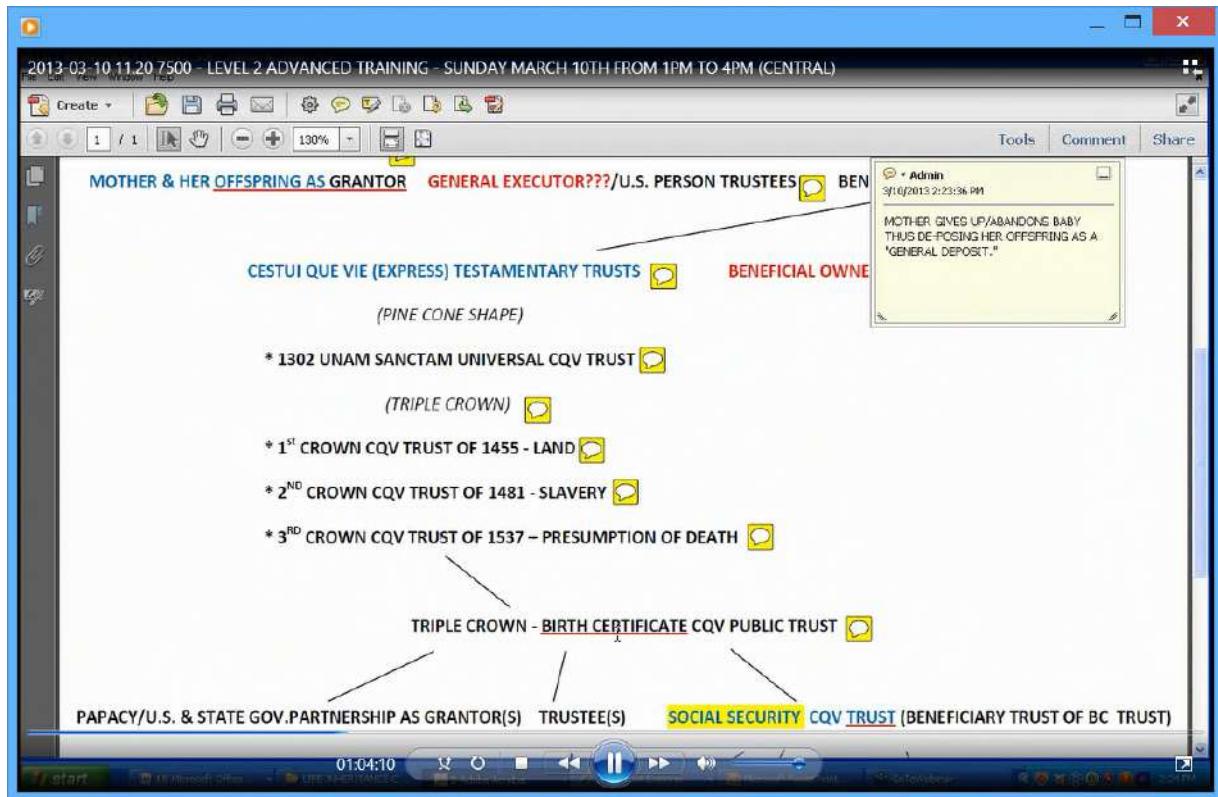
You need to make sure you are establishing the fiduciary duties when you write your docs to them. They are already appointed in fiduciary duty via oaths of office and they are there to assist the real man. We just need to express that.

The beneficiary is one in whom they have access to proceeds or res of the estate after the grantor dies.

The beneficial owner is one who has access while the grantor is still alive.

There is a superior estate that could be excluded from the COLB.





We are not concerned with when we are born. In fact, the date when we were born changes every year. After 365 days and a quarter it is changing. The date is not important anyway. More importantly is the time you were conceived and by whom you were conceived. December 25<sup>th</sup> is not the birth date of Jesus. It has to do with the movement of the sun. The key is he was conceived by the spirit and we know who gave birth to him and we didn't even know their last name. They were considered to be from the the "house of Judah." Ex. Michael of the house of Hollinger.

**The first and middle is your name. But the last name they have tried to copyright without your permission.**

The point is how to settle with as little commotion as possible. Keep the peace as much as in your control. Whatever they do is on them.

Democracy is the union of church and state and it is about law and order (force) and we don't want to use that energy.

We receive the life inheritance. And the real man is detached from any country. We may be born in a region of the world (Asia, Europe, North America, etc.) We don't want to claim a country as the real man. You were not born in the United States.

You know you had a mom and dad and that is a fact. And nobody can recant that.

The COLB is a derivative of the real man. It is the closest to the actual full estate of the real man but it is a fiction. It is evidence of the debt that the one who has written on it can receive. The mother filled out a credit application for the certificate.

The way they have constructed it is very interesting. They do have trustees set up as US Person trustees. But the mommy and the offspring gave up the baby as the collateral for the national debt. **But she never setup a a general executor. So you have US Person trustees stepping into officiate and administrate the COLB.** So they wind up selling them to investors and becoming a broker. **There is no claim by the mother** for the benefit of her child at all. They create through the construed trust relationship due to the child being considered presumed dead the CQV trust. The beneficiary of that is the SS trust. All of it was due to the abandonment. It was all through a general deposit.

Because it is a general deposit they can do whatever they want with it including a CQV trust.

No executor has been put in place and they setup their own beneficial owners.

Side note: **When the mother dies the offspring take her position. The offspring can become the grantor of her estate trust.**

They know they are in breach but the real man has not appeared to make it known. So the real man has to be established in their system who in turn establishes an executor which trumps the US Person trustee. Then the executor can establish his own beneficial owners without disturbing what they put in place. The beneficial owner will be the private trust network that you setup, which is the kingdom setup for the real man.

**John henry of the house of doe, office of grantor.**

**The life + body of the real man is the estate.** It wasn't until the breath went into the nostrils to create life that an estate was created. With life we can now see, think, move and create things. The docs need to **express the estate as life and the body.**

The life with the body is the soul.

From creation, man receives dominion as the **beneficial owner** of the earth estate.

Then he is told and given fiduciary duties to dress the garden and be fruitful and multiply the earth as **living executor/trustee/steward.**

This is all before the COLB.

After this the estate was lost/stolen/abandoned and the position of living executor/trustee/steward office was forsaken/deposed.

So now there is a salvage situation. Substitute trustees (Lucifer) acting in de son tort capacity step in to salvage/construe the estate through the COLB process. They had a right by claim because man gave it up. Therefore, he can create fictitious grantor process whereby mommy pledges baby as the entire estate as collateral to build the one world pyramid system.

We must come out of "Baby"-Lon. We can't change the system so we must get out.

Note: in the beginning the worshippers in Babylon offered up their children to baal as a live sacrifice to the deity "BAAL." Today the same is done through commercial sacrifices of people's/baby's estates.

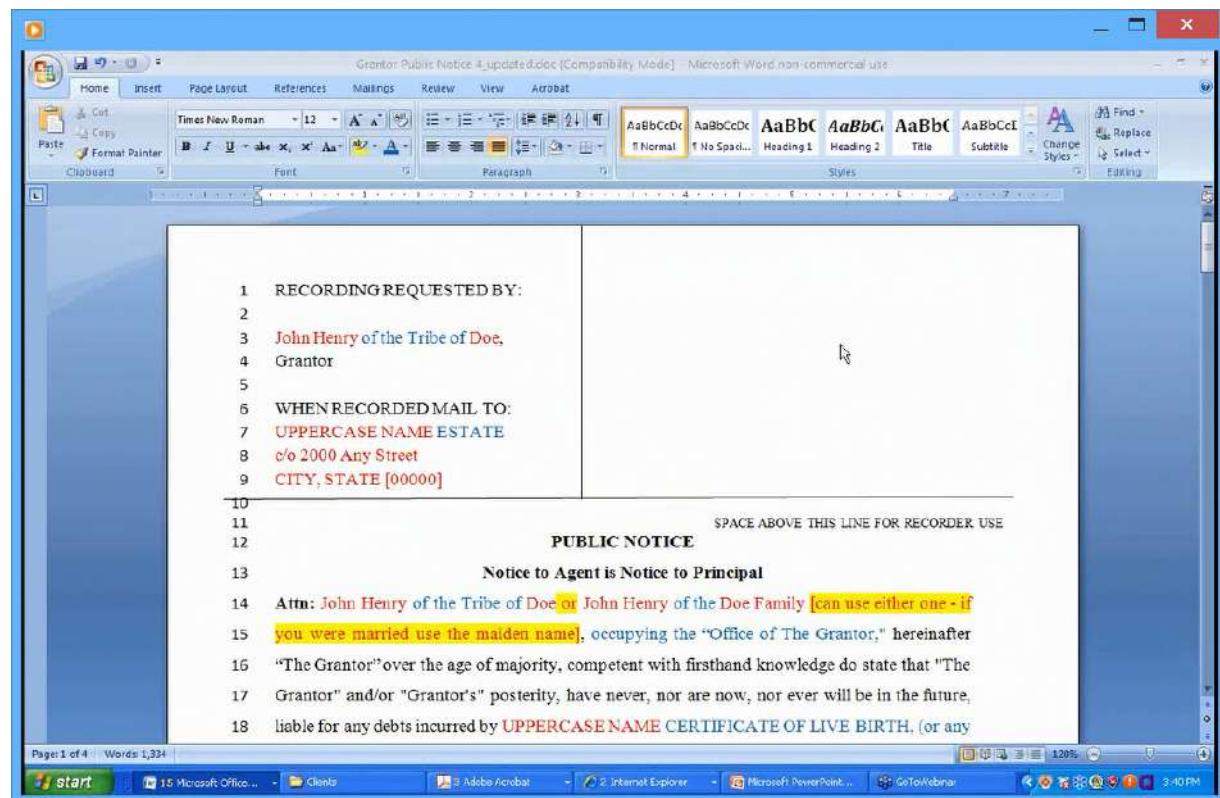
**We need to rebut it and change the beneficial owner to be for the benefit of the real man estate, which is supposed to give honor and harmony back to its creator.**

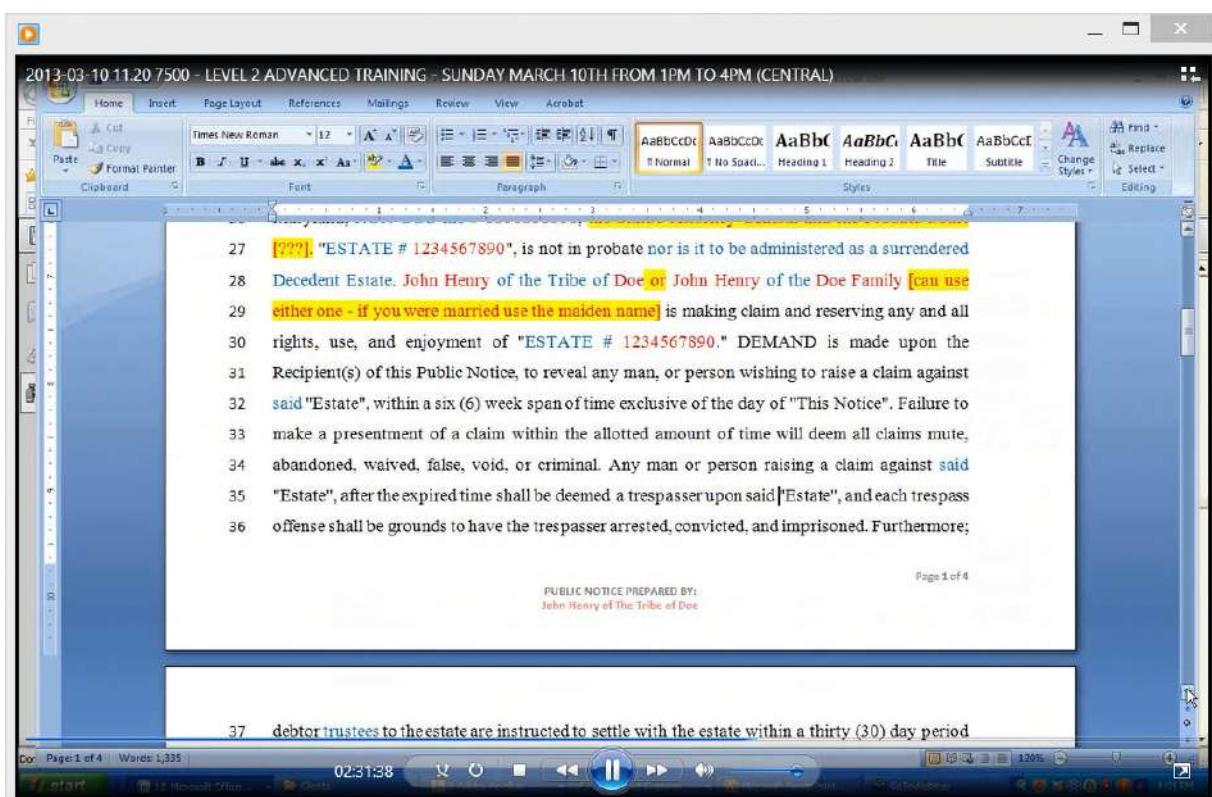
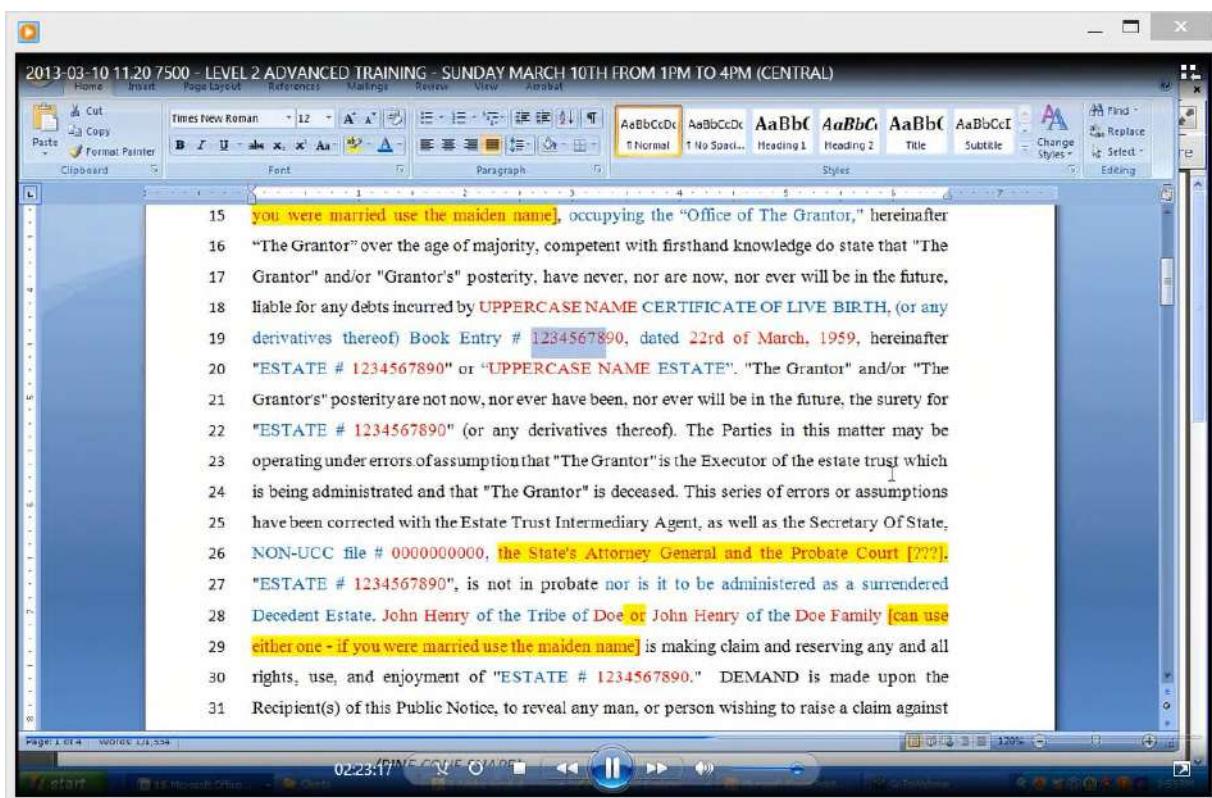
The authenticated BC is the trust certificate associated with the res (estate). The file number is the book and page number/lieber number/trust number where the res was transferred into. On the public side you have AR and on the private side you have the AP. Which means you are the creditor on the payable side. They are the one that are supposed to make payments.

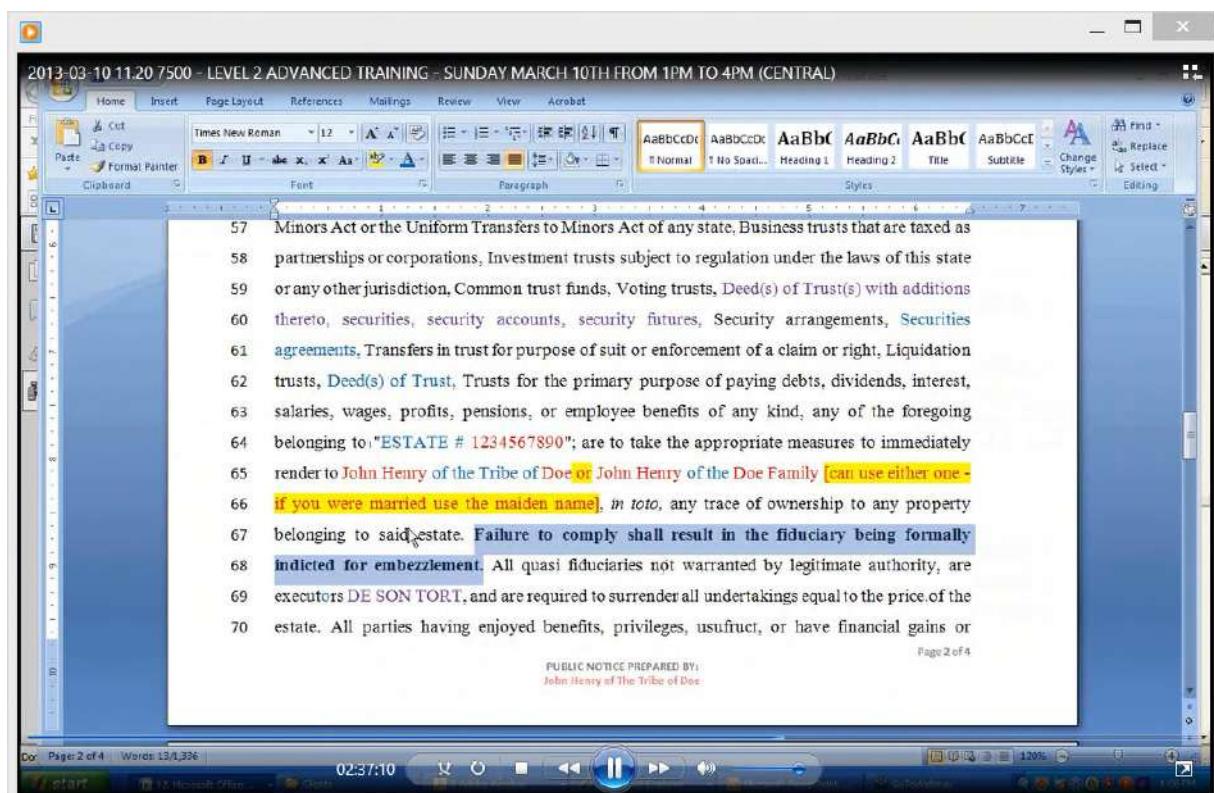
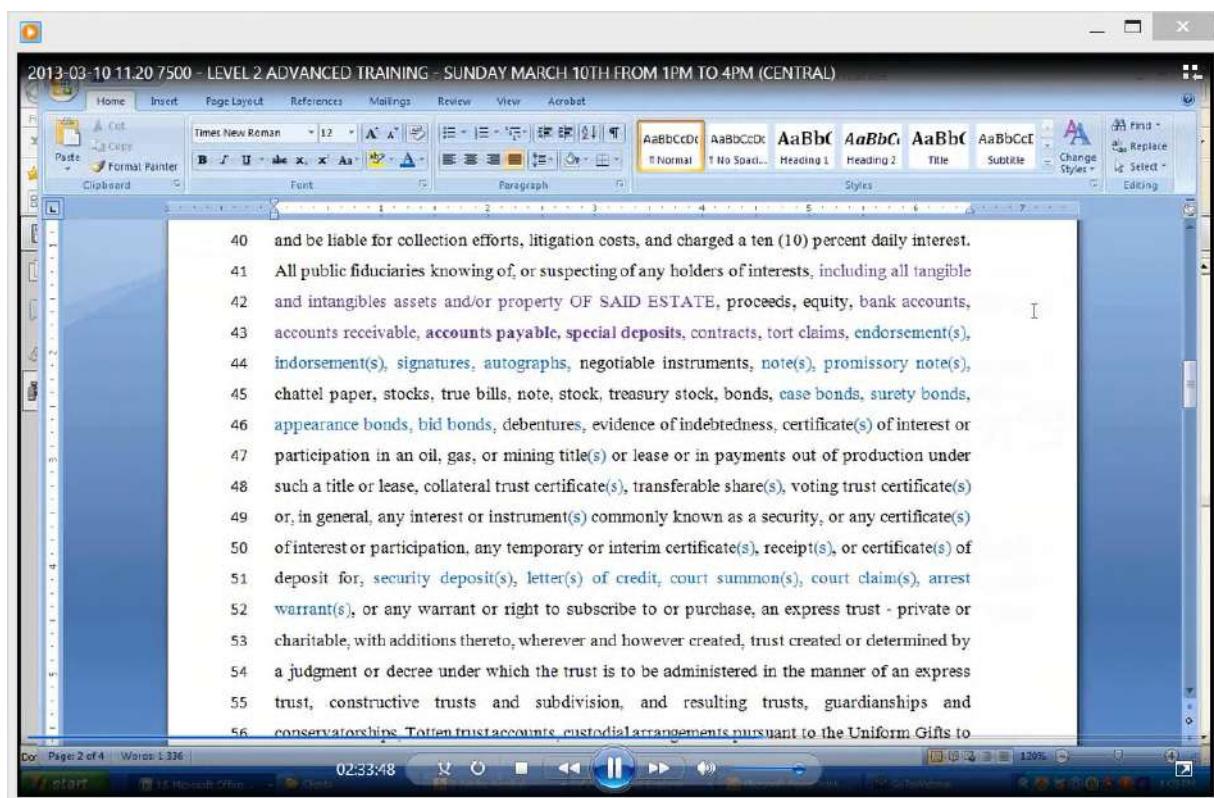
The physical body is housing the estate. The physical body could be considered the trust. The life given to man from the very beginning (breathed into the nostrils) is the soul which is the estate. The higher estate is the kingdom of heaven. If I am a steward of this earth trust then every human on this planet is a steward as well and they have no right to take my body. We are all operating in the same capacity of the earth trust.

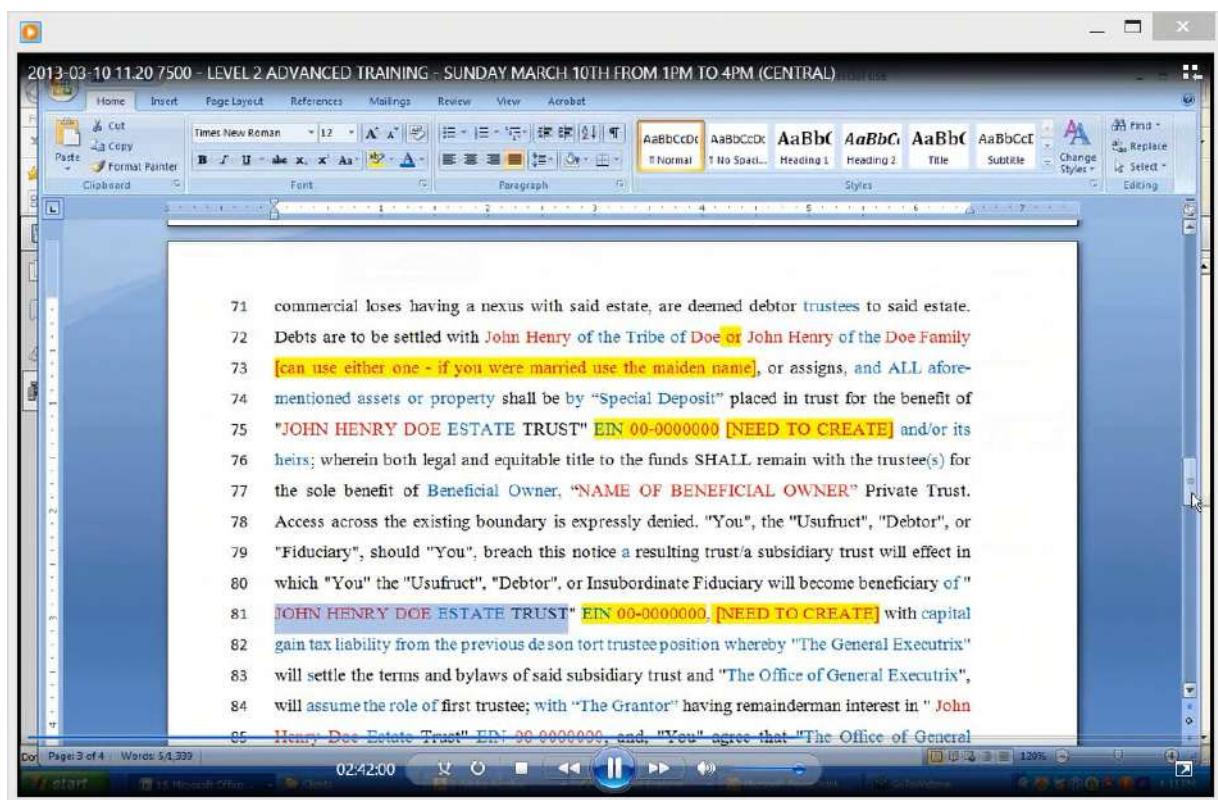
And the estate belongs to someone, which is not them. The living estate is mirrored as the COLB and that is what is monetized.

This document is establishing a little bit more on the Grantor. This is really coming from the higher office. Your name is "first middle". The last name is the house you came from. They have laid a copyright against the last name without your knowledge.

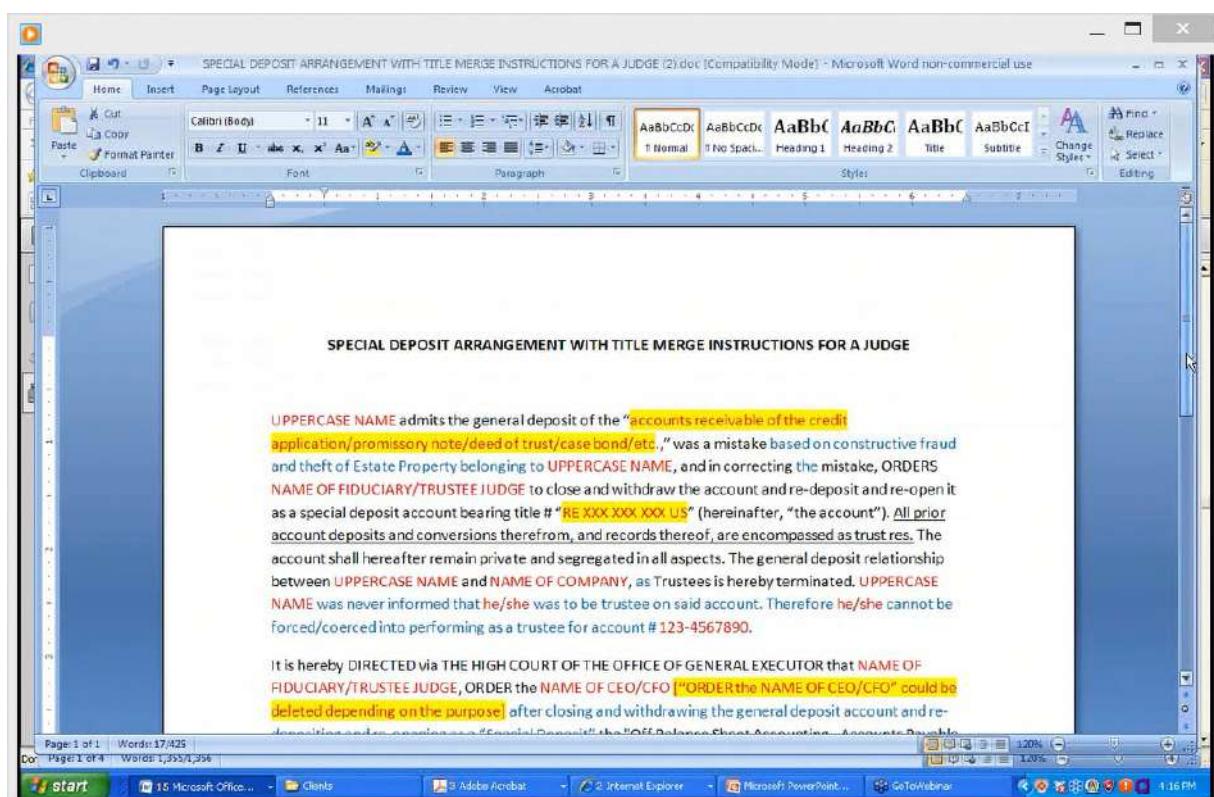
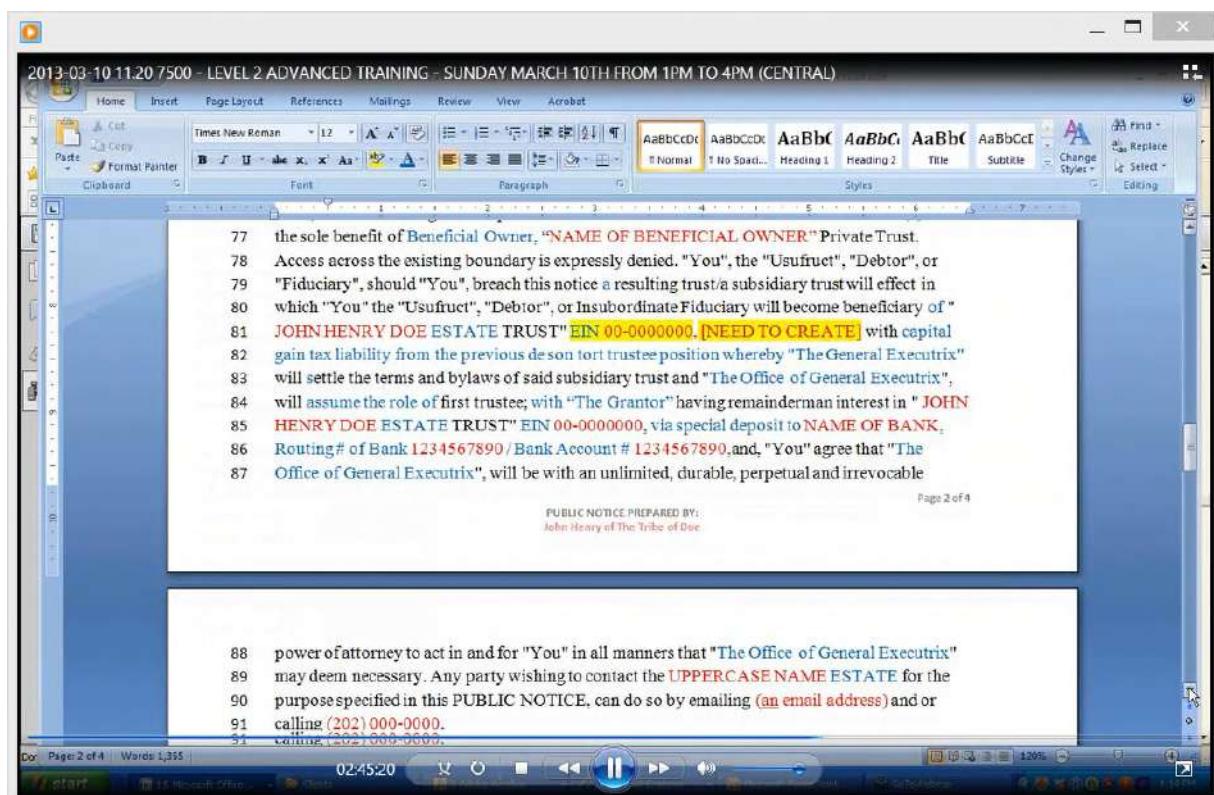


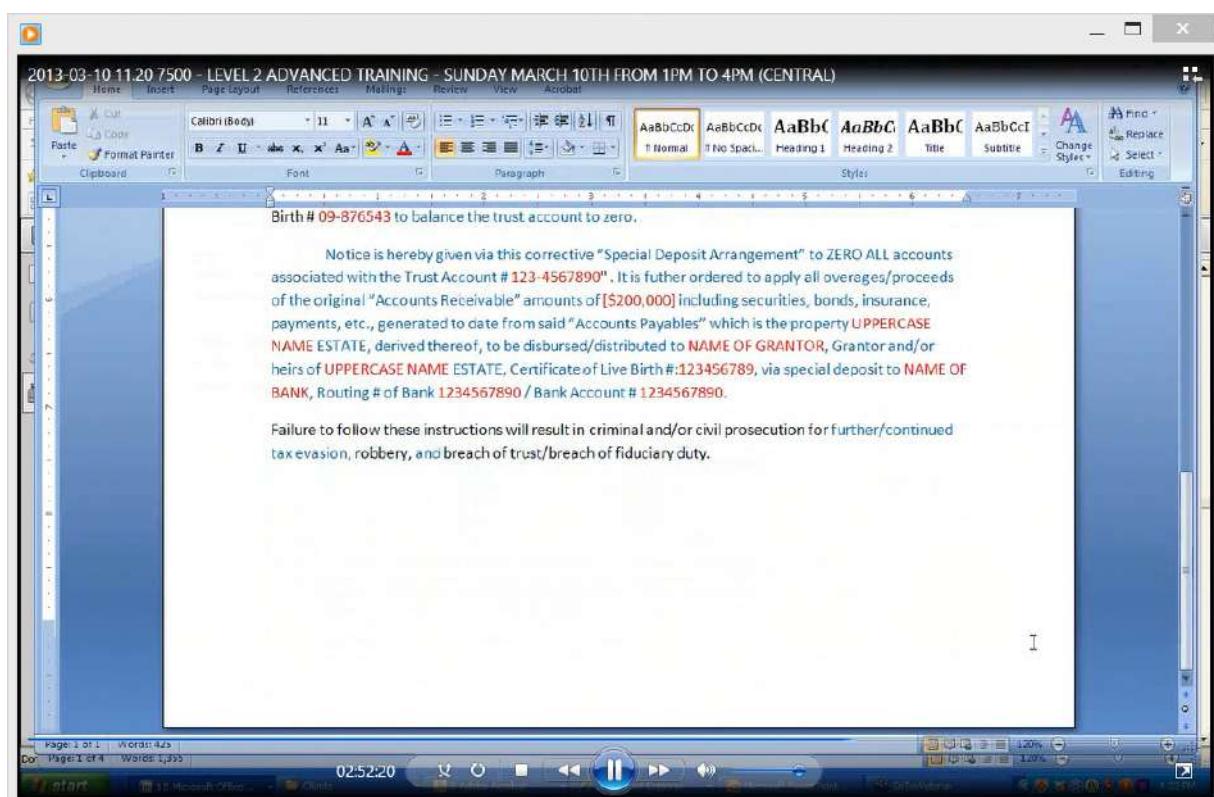
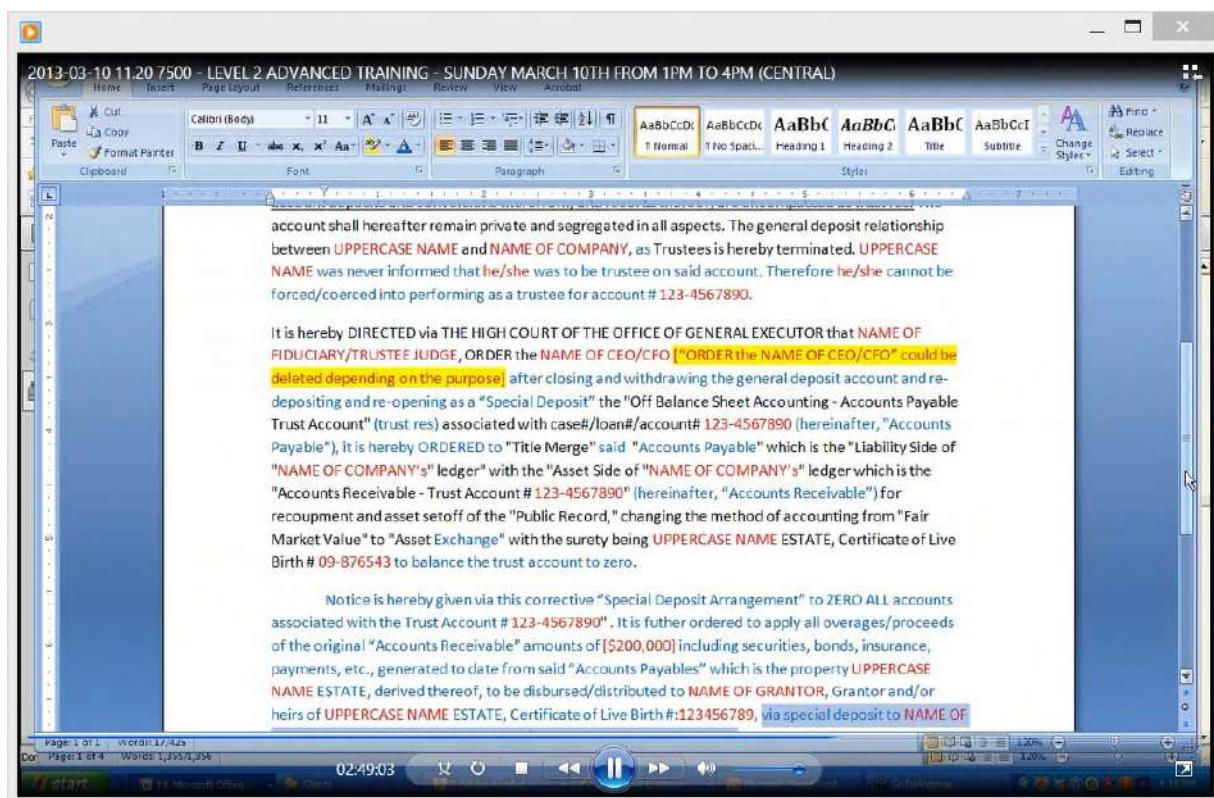






**The beneficial owner can be any trust that you want such as your wife's beneficial owner trust or any trust in your private trust network.**





Accounts Payable is off-book keeping accounting system that they are making money off of and you never see it. THAT'S THE PRIVATE SIDE.

When the mortgage took place you had a promissory note then you had a deed of trust. The promissory note is supposed to be the res or the security for the deed of trust. It is what is funding the deed of trust.

The problem is when the promissory note was created it initiates the fact that they owe somebody something. But on the note it says you promise to pay. So it is misconstrued and fraudulent off the back because there is no gold and silver and no way to pay. Either way you never received a loan.

A signature was put on there and the note was tendered and that tender is considered cash. So there was a capital gains tax event that nobody reported.

But even separate from that, a promise to pay is a receivable to them who they are presuming to be the creditor. But what is happening is the deed of trust is the one they are foreclosing on. The promissory note does not mention a foreclosure.

So the promissory note is supposed to follow the deed of trust but it doesn't follow the deed of trust. It is separated through a securitization process. So the deed of trust has no funding. But the interesting thing is that you promised to pay so they have AR.

So they sell the pledge all over the place. But any kind of two-sided accounting you have a credit with a debit or AR with an AP. The receivable is on the credit side and the payable of the debt is on the debit side.

Who is the creditor of the payable? The Estate. The estate is the debtor on their books. So they have a direct line to paper associated with the estate. So they can create all sorts of digits and notes associated with the estate and totally bypass you and not sending one thing to you and because you abandoned everything from the COLB all the way down. We didn't know we could claim all this.

So, the AP is the debtor, but that's on their books saying that they are indebted. So, they are the ones that promised to pay. But instead they got you to sign on the promissory note that you would pay and they hid that whole account from you.

So by not coming forth with the AP all that payable is going to somewhere but it is not coming back to the estate unless the real man wakes up and realizes he is not dead. Now the estate is not administered as a decedent, administered estate.

Note: They consider your body as property but they don't have title to the property. The title to property belongs to the kingdom of heaven.

So, with this technology why would you need to create any promissory notes right off the bat.

If you open the bank account as an unincorporated association you have the estate and then you have the beneficial owner.

The beneficial owner is the one that is not a US Citizen. That is the one that you have to be. So that means you will be starting life just like someone growing up without a BC or SS and all the benefits associated with the US citizen.

But this beneficial owner is very powerful. It does all the business and transactions and all kinds of things like health work. All kinds of things can be done.

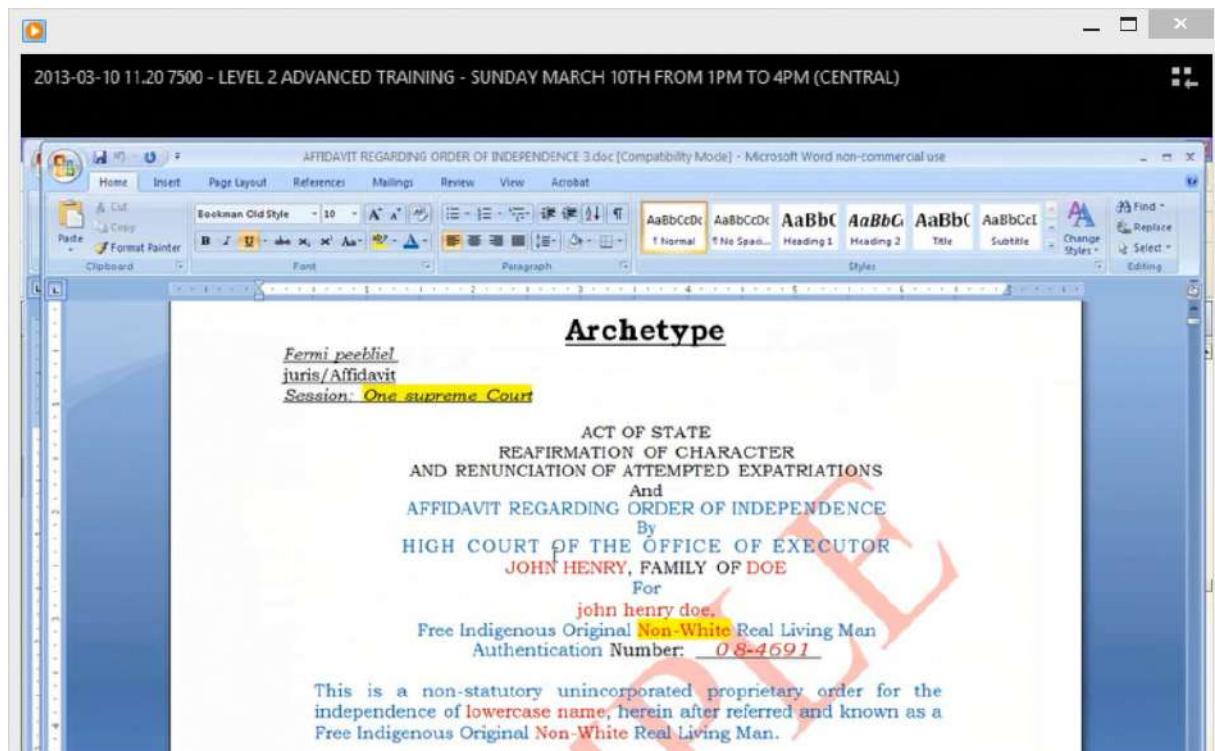
To do private banking we cannot be part of the democracy. **If we want to use private credit we need to take control of the estate and all trusts.**

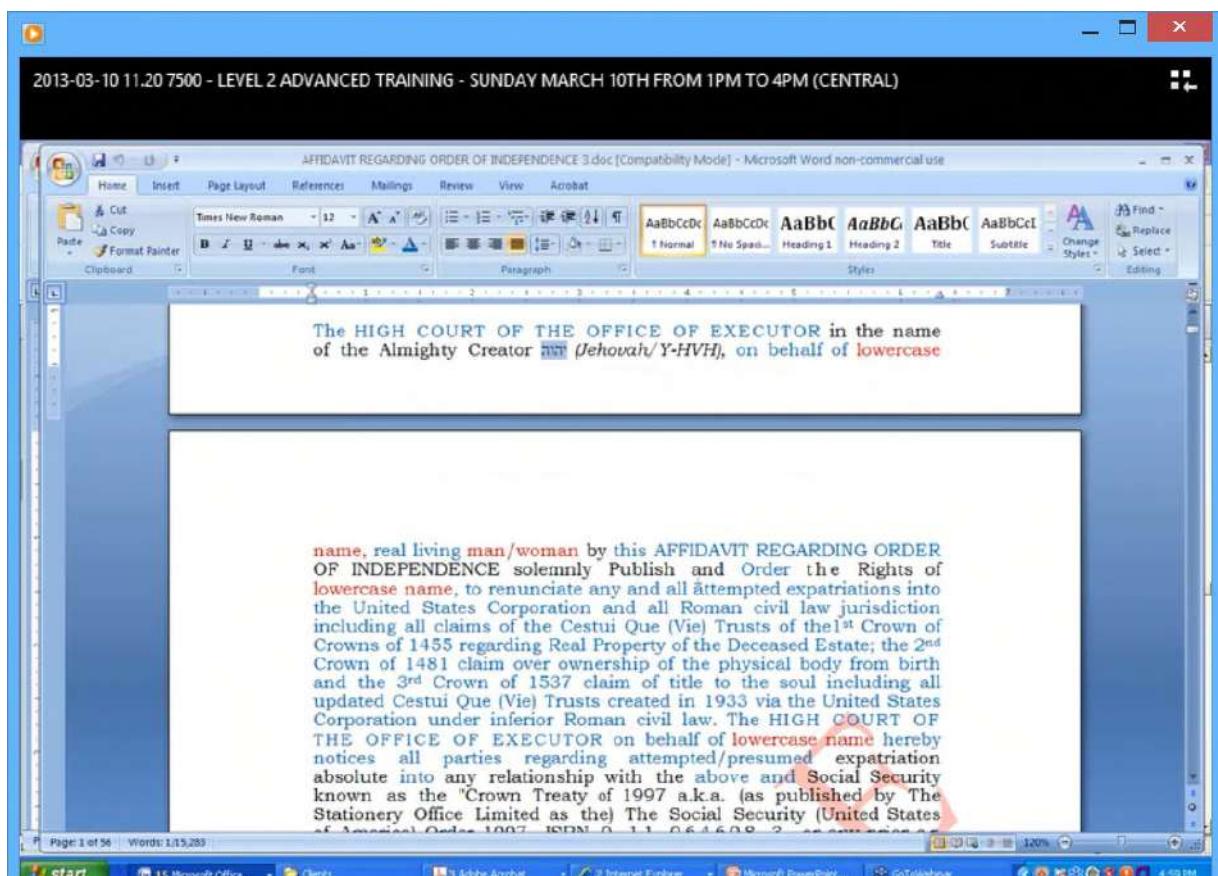
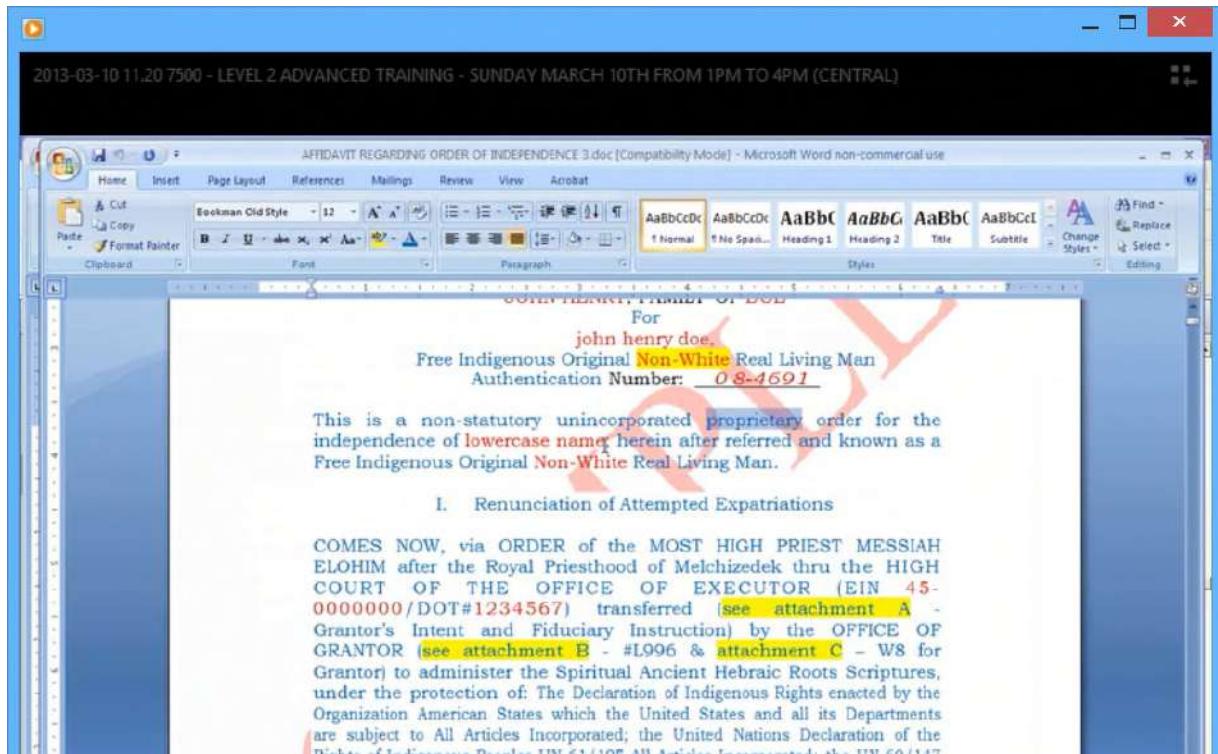
That is done by giving notice, your wording, creating the public record, establishing the fact the real man is alive, the intent of the grantors, the **beneficial owner** who is the qualified heir.

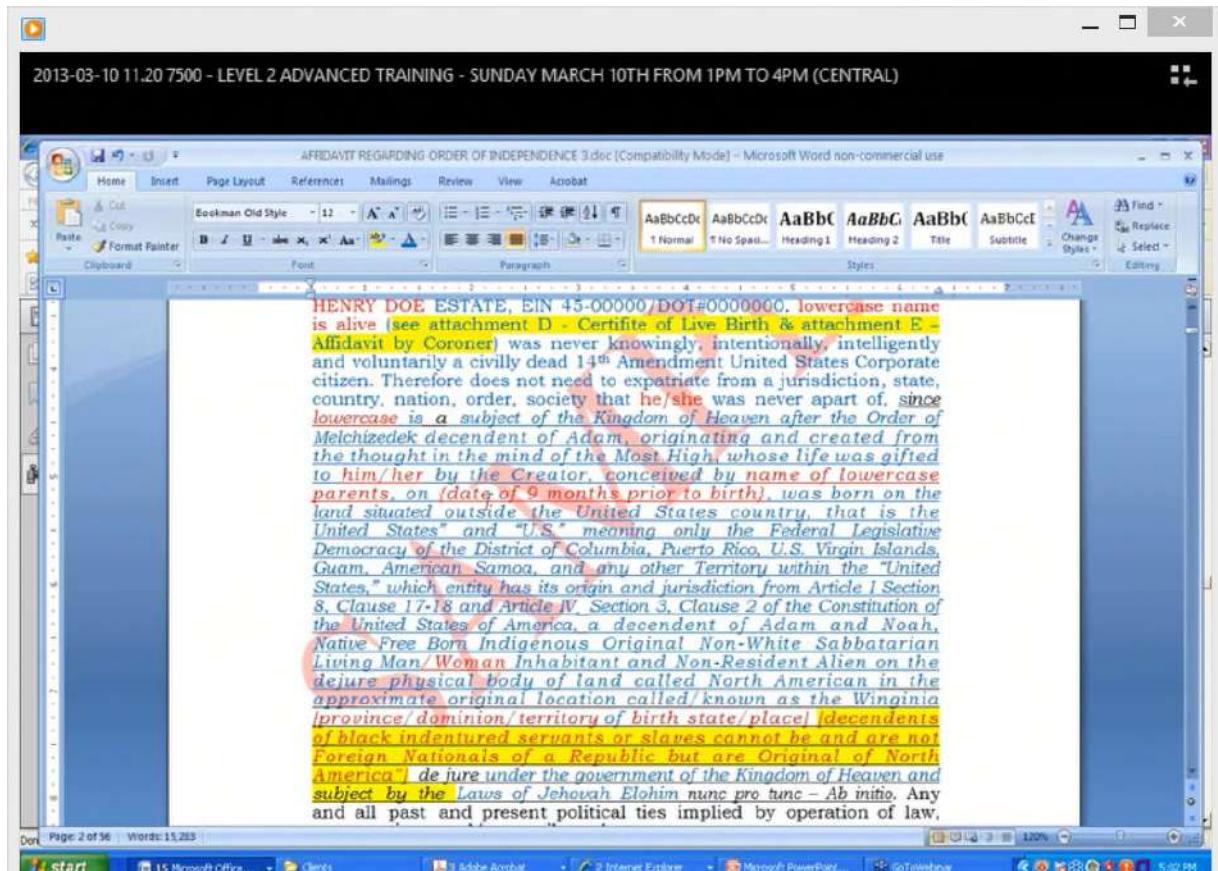
They have established the original beneficial owner through a construed relationship. But we actually create a beneficial owner associated with the COLB dues to the fact of our grantor positioning.

Grantor has the first and middle name and no SS.

Note: If a church is a 501C3 and you are baptized in that then you are actually in the jurisdiction that you are trying to get out of.



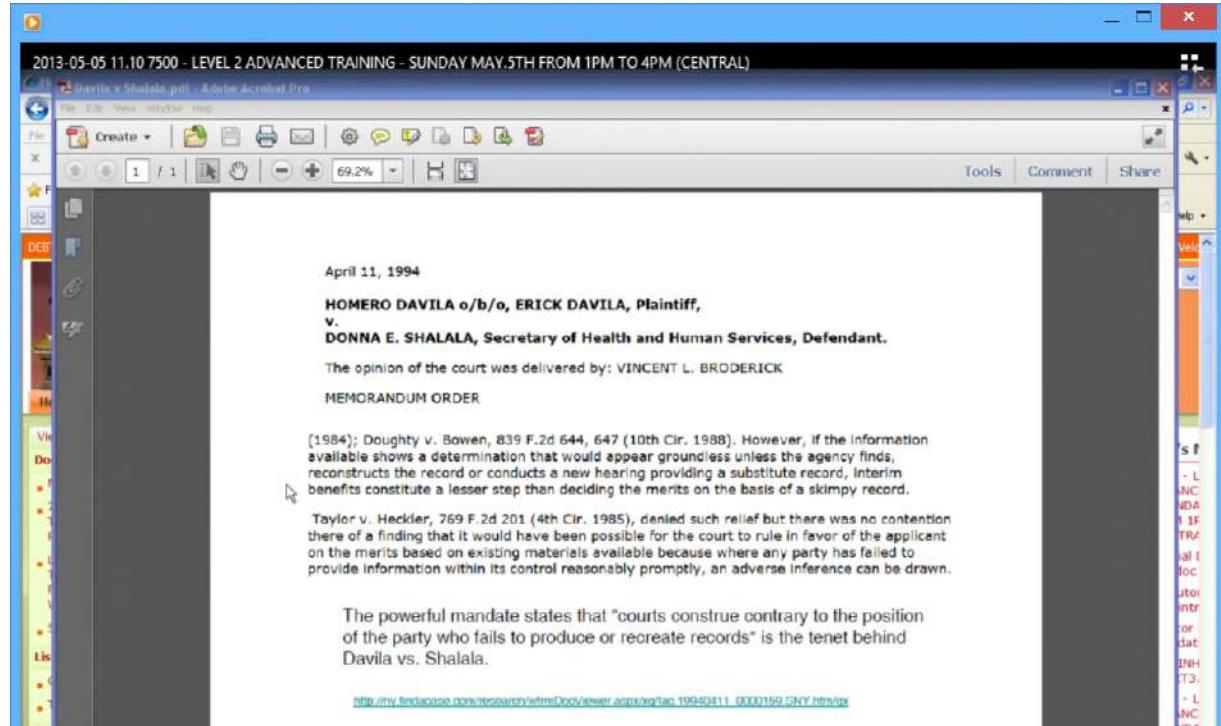




**When you are operating in the spiritual kingdom you are now operating in a different jurisdiction and you can create a special jurisdiction.** They can't hear you in their jurisdiction and you can't see them in their jurisdiction. You aren't accepting any of their benefits and they aren't coming into your jurisdiction.

You can show up by special appearance OR by fiduciary instructions via special deposit, which creates a special jurisdiction. Both of these create a scenario where we can both hear and see each other and it is in private.

If they want to act up and step on the estate then we can hold them for breach of fiduciary duty.



No record means no indenture which means no instructions. So you are giving them the ability to do what they want without your record.

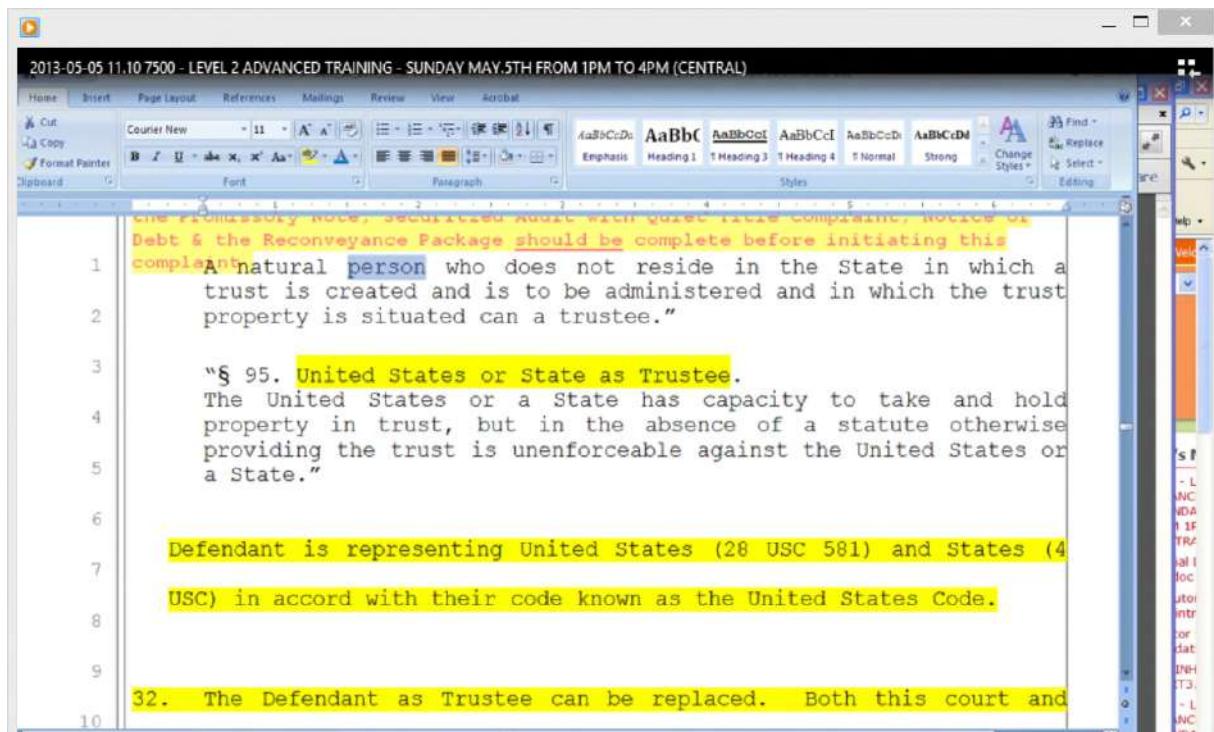
#### RECORDS ARE EXTREMELY IMPORTANT!

You do not want to create private papers and then not have them recorded.

If one creates a POA document between them and another party where they are granting another party POA to perform something and that POA was never recorded is that POA in effect? No, because it is still in the private. There is a contract but when you go into a court of law you are moving in their jurisdiction and no longer in the private. The POA can be acknowledged in a court of law. However, in their system they prefer the POA be recorded. That way they can see it and hear it. It shows an interest on the table.

The party who fails to produce a record could have adverse effect on their situation.

If a POA is this way then wouldn't a promissory note or any other document be the same thing? The thing is you have to create a **special deposit** and not a general deposit where they can do whatever they want with it.



A defendant is representing the US by using their own codes. If a natural person walks in using their own codes it is construed they are acting as a legal person. The using of their own codes puts us in the position of Trustee.

You don't really want to use their codes in your defense.

In correcting the record we don't want to get hung up in thinking that correcting the record involves their codes because that places us back into the US.

So, how do you create the record without using their codes? You may make reference to their codes.

There needs to be records already put in place before any crisis so that we only have to point people to the record.

In the case of a speeding ticket the clerk has the only record, which is the ticket.

**Records are actually indentures.**

The balance is more in favor of the one changing the record versus the record that they have created.

When someone says someone has a "bad record" it means that they have criminal events recorded against them.

So, it is important that we file our own positive records that show we are an honorable person. And it takes time to learn the right concepts and reconstruct the records. Which means we have to go back and change the records.

Break

## Banking 101

**When you can learn to control the estate then you can control all accounts that are derived from the estate.**

A COLB is a promissory note. Which means there is an AR and an AP.

There are AR and AP records. We aren't concerned with where the records are. We just need to know that there are records out there. COLB is a copy of information on a record that needs to be reconstructed and dealt with.

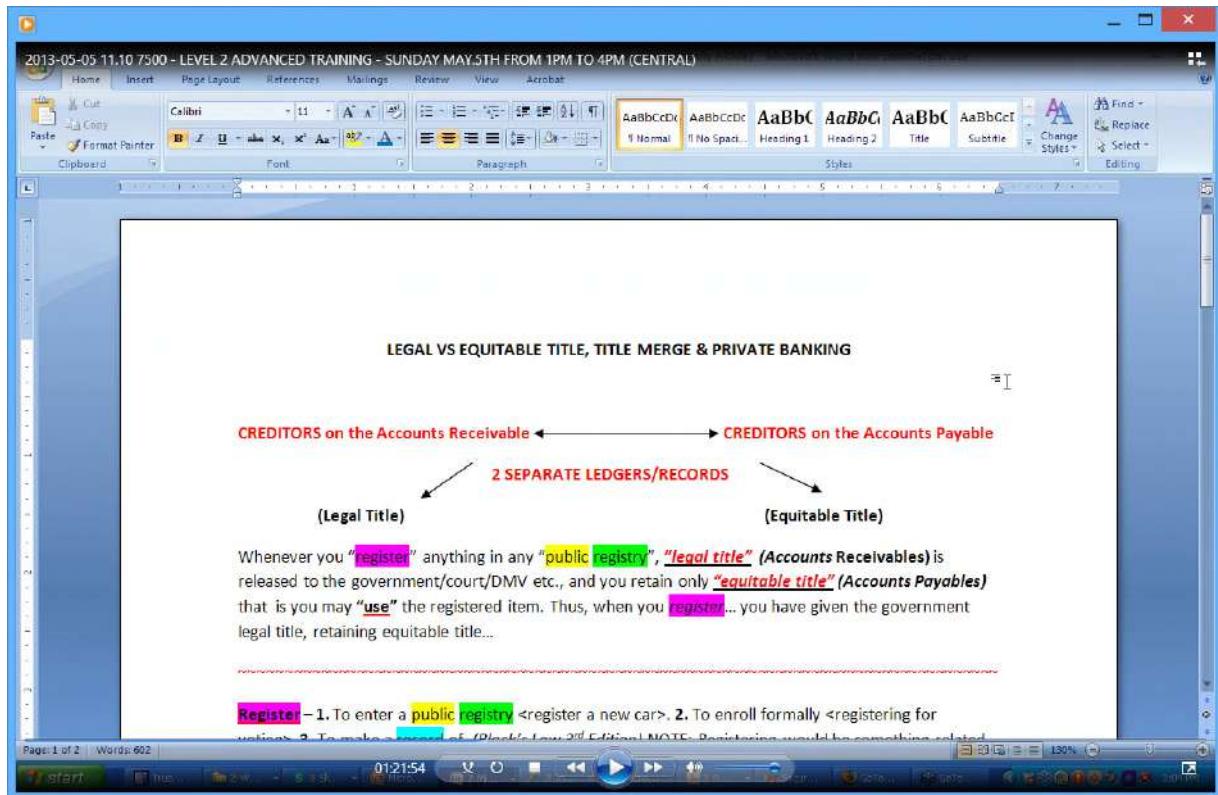
For example, in a foreclosure, you shouldn't care about the foreclosure but instead the estate. Because when you control the estate then the subordinate transactions are easier. For instance, the "black card" is part of the estate. So, how can you control the black card if you cannot control the estate.

**What does a UCC-3 do with regards to AR and AP? A UCC-3 is an assignment. The assignment is what is used to write a check. The check is written out to be enforced and carried out under a UCC-3. A record of a title merge can take place on a UCC-3.**

You don't need to know where the private off-book ledgers are. We give them the fiduciary instructions to take care of it because they know where the books are.

Why write a promissory note when the BC is the largest instrument there is? Why write an instrument into a case when there is already a bond on the case.

**Why write any of it when you can reclaim all of it back, title merge it, special deposit it, assign the interest to an entity so when or if they decide to breach the contract you go after them for breach of trust.**



In general, there are two sides of a book. We don't have to prove both sides of the book. All we have to do is show evidence of a debt. This is what a debt validation does. They are just showing there is a contract, which is the debt. **All debt is just contracts.**

They are operating off the AR side of the ledger which the clerk is overseeing. The actual creditor in this case is the so-called pretend lender. But the pretender lender is just a front man cause they are not holding the title. It is the title company that is holding the title. In the case of the BC it is the DTC. In all cases some company is holding the title. We don't care who it is. We just need the evidence that there is a debt.

A certificate is evidence of a debt. It is also pointing to a title. It is pointing to the fact that there is a root title somewhere.

The one carrying the BC is the grantor, co-grantor and beneficial owner.

When a loan closes (closing) the trustor is the SSN individual, the trustee is MERS. The beneficial owner is the pretender lender but this is a constructive trust.

The note was sold or transferred at closing so someone else has the title to the note.

The beneficial owner has the deed of trust and the trustee is listed in the deed of trust. The deed of trust is the vehicle that is holding the title.

When the note was created there was a note and a deed of trust. The deed of trust is fraudulent so we have to prove fraud.

However, the title has been split into two separate titles and two separate ledgers.

The pretender lenders are the ones operating on the side of legal title with the title holding company and all the rest. The creditors on the AR are the ones who have presumed to have created the loan or create the credits associated with COLB.

Equitable title means use of the registered item.

Note: We have an estate whereby a BC is created associated with it. The BC is a public trust and beneficial owner who is now in receivership of the COLB.

If there is an AR ledger then there is a creditor on that account. If there is a note and on the note there is a clause stating **"in lieu of a loan I have received I promise to pay XXX dollars per month." There is a presumption that a loan has been given by the bank. In actuality that's not what happened.**

There was an exchange but it was an exchange of liability.

Here is what is really happening: "in lieu of a loan I have received I promise to pay XXX dollars per month via special deposit against the estate"

And we are making monthly installed installments and those installments are carried over into a deed of trust whereby the title is held by a trustee until the note liability has been paid.

The AP is considered the liability of the note. What they have done is transferred what they owe back to us to pay what they owe. You can't talk about this in the court because they don't get it.

So, we just simply merge it.

We have the creditors on the AR side of the note (also the COLB). The AP is the side of the ledger we all have an interest in to offset everything. But you can't access the AP side as 14<sup>th</sup> amendment citizen. This is only accessible by real people who can prove they are alive. That they can assume the position of the legal person or creditor or executor or Beneficial owner or grantor. That is what a living man does. They assume different positions and forms.

When you register anything in the public registry legal title (AR) is released to the government, court, DMV, etc. So it is not to say that they have full jurisdiction. They only have jurisdiction over the legal title because it was split during the registration.

Legal title has to do with liabilities. Whoever is owner of the legal title is responsible for the liabilities. And we only retain equitable title that we may use the registered item. When you use the registered item that includes funds, accounts and everything associated with the legal title or item the title was split by. So I can use the accounts associated with it. So I can use the car or house, etc.

**So on a foreclosure they may be foreclosing based on the fact if a breach on the AR but they are trying to take possession of the property that is under the AP or equitable title. This is why it is important to merge the two.**

As there are creditors on the AR there are also creditors on the AP on their ledger. They created the AR. But the real man operating as the legal person created the credit whereby they owe back to the source. So you have two creditors on the table.

**In a court case it is all happening under legal title at law under the presumed creditors of the AR. They did not create the credit but they created the form.**

Overstand that a title has been split and if it is not your intention to receive damage as a result of the split now as the grantor you can merge the two back together again. That is the job of the grantor.

So when this is submitted there is the retention of the equitable title.

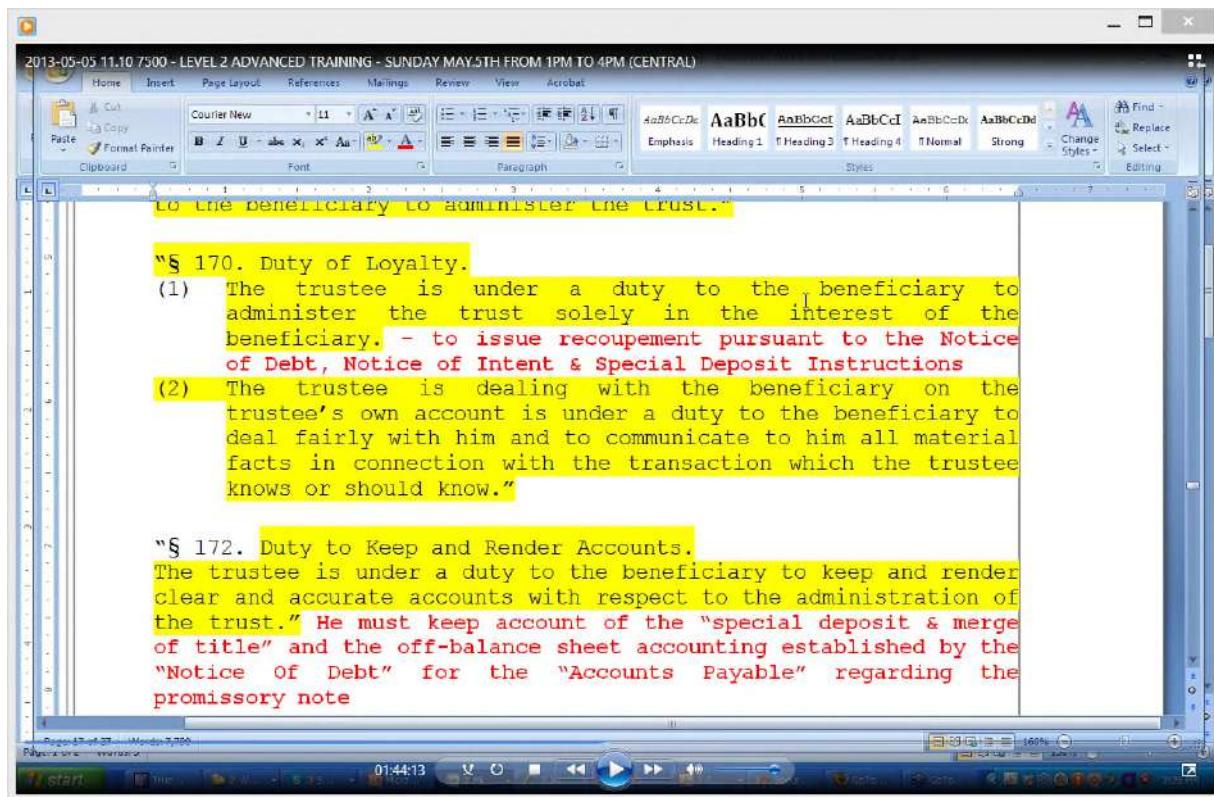
The note was not registered so therefore it can be handled as a general deposit which it will not benefit the legal person. Which means that many deeds of trust irrevocably granted and conveyed their interest away. The only way to catch that is through breach of trust.

Thus, when you register you have given the government legal title but you retain equitable title.

When they take you to court they are taking you there to get equitable title.

When the foreclosure takes place they are dealing with the legal description of the property. By the time you are finished in court they are dealing with the equitable side. They are trying to get you to give up the equitable property.

What you need to do is this



**There has to be a notice of intent and special deposit instruction whereby the AP has been claimed. The special deposit must include a merge of title for the purpose of off-setting or balancing the off-balance sheet ledger.**

There must be a notice of intent and notice of interest, assignment of notice and there must be a control over the note that was not registered.

Question: Has the COLB been registered? There is a registrar seal on the document, which means it has been registered. So the title has been split. There is an AR and an AP. If a document is not registered at the state then you cannot authenticate at the SoS or Washington, DC?

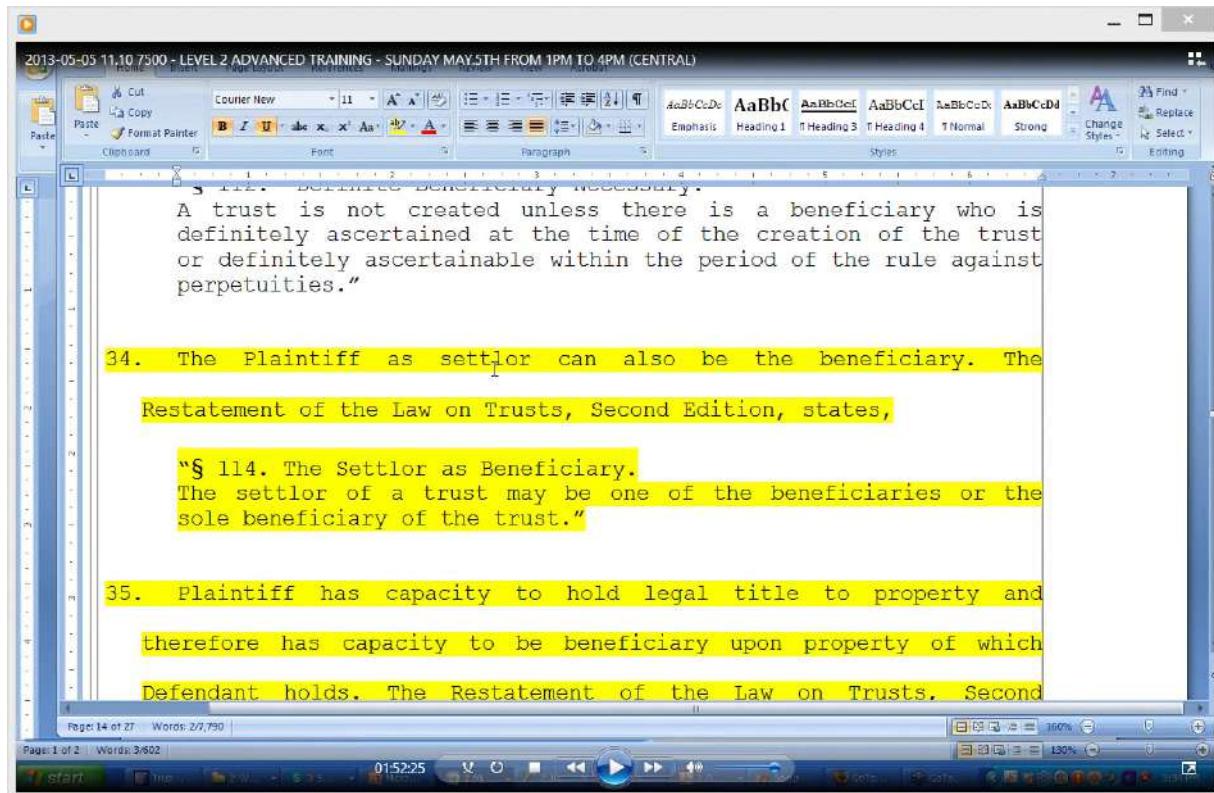
Legal means liability. Equitable means use. We have use of the BC. Who else has use of the BC? Those who have legal title or those who have given over interest from a beneficial owner perspective also have use.

I cannot use someone else's **BC unless they give me an assignment of interest.**

The one who is the holder of the certificate has equitable title and is to be used for the legal person. The legal person handles the debt. The equitable person handles the use and the funds.

If there is a debt on the table the legal person is the one that is responsible for giving up a signature whereby the debt can be satisfied.

The same one holding equitable title can be the same one as the grantor. The settlor can also be the beneficiary, which can have the capacity of actually holding legal title.



Note: The UTC is based off the Restatement on the law of trusts 2d edition.

The equitable title is control of the beneficial owner. When dealing with a trust there are beneficiaries. But with estates there are beneficial owners.

Beneficial Owner – one who can access and use property while the grantor or settlor is still alive.

Note: You have to have the COLB and BC before the SSN. Citizenship is not off the SSN. It is based on the BC and COLB.

When a COLB is registered with the state there is a split in the title. Legal and equitable. The problem is the poor beneficial owner doesn't know he is even a beneficial owner or even how to use the equitable title. The equitable title is associated with the beneficial owner so that as long as the grantor is still alive the AP can be accessed. But it must be placed under control. **We have to express interest in the equitable title of the BC or any account. And if there has been anything done that has prevented the release of those funds we have to do a revocation of permission or POA or signature expressing and releasing this intent. So the grantors intent can be re-expressed. We are recreating the record.**

When you are in court and there is no record and you are in a court of record. When you ask the judge questions you are creating the record in which you can hold the judge against.

Everything out there that we do there is an equitable side to it. They are pulling us in for breach of the legal title so they can take our equitable position.

They know you are the beneficial owner. They are controlling by legal title. However, it is the grantor that can merge the two titles together to have absolute control.

When we register something in the public (UCC) we split title into legal and equitable or public and private. However, the equitable position is an AR title which means it gives use and access to all of the use and benefits of all accounts associated with the legal title. Because the name on the document is the only one that has access to the root title. That is why you authenticate the equitable title. Once it is authenticated it gives credence just as though it is legal title on the table. It is a mirror to the legal root title.

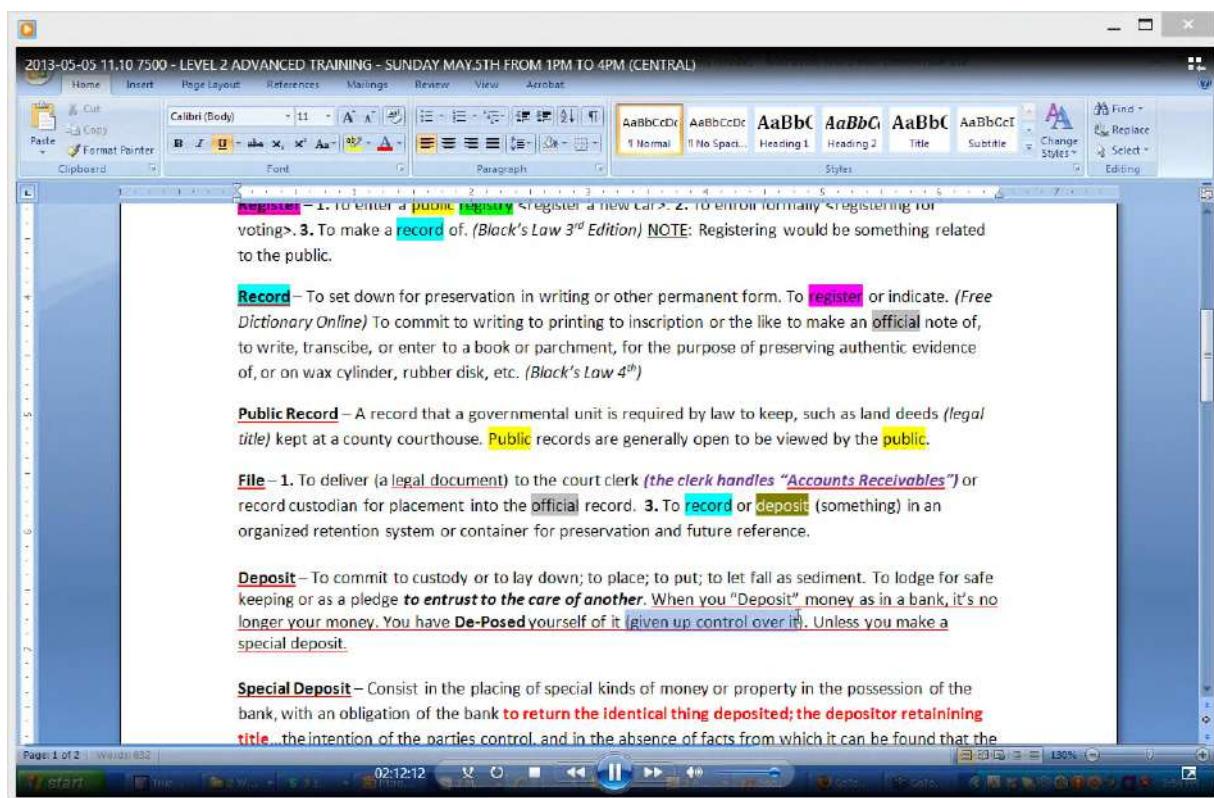
**\*\*\*\*\*When you have an authenticated COLB that is pointing to the equitable and you are claiming the equitable title you are claiming the AP side of the document. You need to make a public registration or notice of the authenticated COLB. Use a Non-UCC filing.**

Legal title belongs to the trustee or the one with the liability. When we register stuff we are making the court trustees. At the same time there is equitable title so there is a beneficial owner on the table. So we retain equitable title. Our remedy is in equitable title and we have them in breach of fiduciary position and they work for us because they are the trustees.

When you file something the clerk is the one it is filed with especially in a court case. Or even in a UCC. Whoever receives the document is the clerk. That is the one who handles the AR. That is why when court takes place they are listing the defendant as John H Doe because they are noticing a breach of contract was not made on their AR. They are just trying to protect their AR. We are the ones giving them permission to do this.

We need to bring forward the AP to settle the issue so the books can be corrected and dealt with. We don't care about jurisdiction. We only care about handling the payables. And if we don't handle the payables the judge will. And that's how they make more money. The payables are installments that are owed to the legal person.

So, the clerk is handling the plaintiffs AR on their ledger



Note: Record also means to deposit

When you depose yourself you give up control. When you give up control over something the only way \*\*\*\*\*to get control is to acknowledge a mistake has been made and re-express or restructure the record, which is correcting the record.

But off the bat if I make a special deposit then it is not a general deposit.

If you file or register something there is a split in title. I have created a legal document that is dealing with primarily AR.

**Special Deposit** – Consist in the placing of special kinds of money or property in the possession of the bank, with an obligation of the bank **to return the identical thing deposited; the depositor retaining title**...the intention of the parties control, and in the absence of facts from which it can be found that the parties intended that the fund was deposited for safe keeping returned, or to be devoted to a specific purpose that agreed upon, it will be held to be a general deposit. (see: [www.definitions.uslegal.com/s/special-deposit](http://www.definitions.uslegal.com/s/special-deposit))

When you do a special deposit you are creating a special jurisdiction to be handled a special way. You are creating a trustee relationship. They cannot do whatever they want with the funds. They have a fiduciary relationship.

**The COLB and any other promissory note is a “special kind of money.” The COLB needs to be re-recorded as a special deposit.**

Note: The court is a bank and has its own depository.

**In dealing in Private Banking you have to deal with special deposit. You have to deal with title merging. Merging legal and equitable title and making sure it is in possession of the beneficial owner. Then transferring the interest of the beneficial owner. Especially the beneficial owner being the same as the grantor. You have to assign or transfer the interest to a trust.**

Note: In court you either need to be an attorney or have interest. If you do not have interest then they will construe you to be an attorney and that can be a problem.

When depositing checks, money orders or anything into a bank account make sure you indorse the back with "special deposit only." The depositor retains title to the funds.

With a general deposit they have permission to access the estate and take whatever funds they want and comingle it in with their other funds.

Whenever you register, file, or record anything in the public you are actually giving up or depositing yourself of the legal control or legal title.

When we are operating by special deposit we retain the title.

There is nothing wrong with filing just make sure when you are dealing with property there is some reference made to special deposit.

We are dealing with AP which is owed to the legal person and the creditor on the account is the legal person. However, when we are dealing with AR we are dealing with something that is owed to another entity. Who and what is the debtor on the AR side of the ledger? The estate. But instead they allowed you to fill out a deed of trust relationship where you receive some benefits but really it is a transfer of liability. You agree that the liability that is supposed to be paid back TO you will be paid back to them instead.

**The whole BC process and mortgage process is based on general deposit. We deposited ourselves because we did not do a special deposit.**

Title has to come back to the estate. The alodial title has to come back to the estate.

Special deposit means it must not be comingled in the public arena. It is private.

When you do the signature card when you open a bank account write "All deposits are special deposits." This will make sure electronic transfers are considered

special deposit. And you can change the signature card as many times as you want.

Back to the mortgage:

The promissory note gave access to the estate in lieu of a loan that I have received. They created credit and converted it into some form of money. But you did not receive that. You received the AP of their books. Which means you are liable to pay back what they already created on their books after the promissory note.

Here is a quote from a Deed of Trust –  
“WITNESSETH: That Trustor hereby  
irrevocably grants, conveys, transfers and  
assigns to the Trustee in Trust, with Power of  
Sale, the above described real property,  
together with leases, issues, profits, or  
income there from: SUBJECT, however to  
the right, power and authority hereinafter  
given to and conferred upon Beneficiary to  
collect and apply such property income.”

They created digits and credits through the promissory note via the COLB. But, because it was granted, it is the job of the grantor to restructure the record. The BC and COLB are not irrevocable. If it was it was it would be a major problem for them. The beneficial owner is the one with the legal name of the person that is on the COLB. And it is that Beneficial owner that has right of use of the property associated with the legal title.

He (Beneficial Owner) can appoint accounting to go in to check the books and correct it. The IRS are the accountants. IRS is our friend. We just have to stop seeing them as an enemy and stop fighting.

November 7, 1913.

In Butcher v. Butler, 134 Mo. App. 61, [114 S.W. 564], the court said:

"A general deposit is where the bank is given custody of the money deposited with the intention expressed or implied that the bank is not required to return the identical money, but only its equivalent; the legal title to the money in such cases passing to the bank."

A special deposit is one where the bank merely assumes charge or custody of the property without authority to use it, the depositor being entitled to receive back the identical thing deposited in which case the title remains with the depositor, and if the subject be money, the bank has no right to mingle it with other funds."

The supreme court of Arkansas thus defines a special deposit: "If the agreement between a bank and its depositor is that the identical coin or currency shall be laid aside and returned, it is a special deposit, but if the money is to be returned, not in the specific coin or currency deposited, but in an equal sum, it is a general deposit." (Warren v. Nix, 97 Ark. 374, [135 S.W. 896].)

Whether a deposit is general or special depends, of course, upon the intention of the parties. A deposit will, however, always be deemed to be general, unless made special by agreement."

When dealing with any type of negotiable instrument you need to make a special deposit if it is something you are trying to control.

**Any record that is out there you can correct the record and restate it from a special deposit perspective.**

**You can make a notice of your special deposit using a Non-UCC filing.**

**Below is an example only of some wording to understand how to talk about correcting the record. The below is not complete without a notice of interest.**

## SPECIAL DEPOSIT ARRANGEMENT WITH TITLE MERGE INSTRUCTIONS FOR A JUDGE

UPPERCASE NAME admits the general deposit of the "accounts receivable of the credit application/promissory note/deed of trust/case bond/etc., was a mistake based on constructive fraud and theft of Estate Property belonging to UPPERCASE NAME, and in correcting the mistake, ORDERS NAME OF FIDUCIARY/TRUSTEE JUDGE to close and withdraw the account and re-deposit and re-open it as a special deposit account bearing title # "RE XXX XXX XXX US" (hereinafter, "the account"). All prior account deposits and conversions therefrom, and records thereof, are encompassed as trust res. The account shall hereafter remain private and segregated in all aspects. The general deposit relationship between UPPERCASE NAME and NAME OF COMPANY, as Trustees is hereby terminated. UPPERCASE NAME was never informed that he/she was to be trustee on said account. Therefore he/she cannot be forced/coerced into performing as a trustee for account # 123-4567890.

It is hereby DIRECTED via THE HIGH COURT OF THE OFFICE OF GENERAL EXECUTOR that NAME OF FIDUCIARY/TRUSTEE JUDGE, ORDER the NAME OF CEO/CFO ["ORDER the NAME OF CEO/CFO" could be deleted depending on the purpose] after closing and withdrawing the general deposit account and re-depositing and re-opening as a "Special Deposit" the "Off Balance Sheet Accounting - Accounts Payable Trust Account" (trust res) associated with case#/loan#/account# 123-4567890 (hereinafter, "Accounts Payable"), it is hereby ORDERED to "Title Merge" said "Accounts Payable" which is the "Liability Side of "NAME OF COMPANY's" ledger" with the "Asset Side of "NAME OF COMPANY's" ledger which is the "Accounts Receivable - Trust Account # 123-4567890" (hereinafter, "Accounts Receivable") for recouplement and asset setoff of the "Public Record," changing the method of accounting from "Fair Market Value" to "Asset Exchange" with the surety being UPPERCASE NAME ESTATE, Certificate of Live Birth # 09-876543 to balance the trust account to zero.

Notice is hereby given via this corrective "Special Deposit Arrangement" to ZERO ALL accounts associated with the Trust Account # 123-4567890". It is futher ordered to apply all overages/proceeds of the original "Accounts Receivable" amounts of [\$200,000] including securities, bonds, insurance, payments, etc., generated to date from said "Accounts Payables" which is the property and interest of UPPERCASE NAME ESTATE, derived thereof, to be disbursed/distributed to NAME OF GRANTOR, Grantor/Benefici Owner and/or heirs and/or assigns of UPPERCASE NAME ESTATE, Certificate of Live Birth #:123456789, via special deposit to NAME OF B<sup>ANK</sup>, Routing # of Bank 1234567890 / Bank Account # 1234567890.

Failure to follow these instructions will result in criminal and/or civil prosecution for further/continued tax evasion, robbery, and breach of trust/breach of fiduciary duty.

Title Merge via Special Deposit & Notice Interest along with the Recording of the Promissory Note, Securitized Audit with Quiet Title Complaint, Notice of Debt & the Reconveyance Package should be complete before initiating this Written Communication Address:

SIMPE, Corporation Sole  
c/o: Non-Domestic  
9163 W. Union Hills #105-30  
Peoria (82)  
Arizona

## Federal District court of the United States

LEGAL PERSON'S NAME,	) Case No.: CV _____
Plaintiff,	)
vs.	)
TITLE COMPANY,	)
NAME OF OF PRETENDER LENDER,	)
NAME OF SERVICER,	)
NAME OF SUBSTITUTE TRUSTEE (S),	)
NAME OF ATTORNEY FIRM(S),	)
NAME OF REMIC TRUST,	)
ETC.,	)
Defendant (s)	)
	) 1. FIDUCIARY MISCONDUCT BY NONFEASANCE AND FAILURE TO PERFORM - BREACH OF TRUST
	) 2. FAILURE TO DISCLOSE RECORDS AND DISTRIBUTE TRUST RES UPON BENEFICIARY INSTRUCTIONS AFTER <u>GRANTOR</u> <u>TRUST</u> TERMINATION
	) 3. LACK OF STANDING
	) 4. FRAUD IN THE CONCEALMENT
	) 5. FRAUD IN THE INDUCEMENT
	) 6. FRAUD IN THE INTENT
	) 7. FRAUDULENT <u>COHESION</u>
	) 8. FRAUDULENT CONVERSION
	) 9. INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS
	) 10. QUIET TITLE

Typical  
signature for  
special deposit

SIGNATURE SPECIAL DEPOSIT

CHARGE To The Order of **John Henry Doe** Estate, Certificate of  
Live Birth, file # **99-9999999**/ADR# **00000000** via Special  
Deposit (see: **Alabama** Non-UCC file # **00-000000000** &/or Misc  
File # **00-0000000**)

By: John Henry Doe, OFFICE OF GRANTOR, ALL RIGHTS  
RESERVED...

The beneficial owner does not have to be the same as the grantor. You can also use a trust as the beneficial owner.

**Note: When buy a new car and register it make sure to register with special deposit so you retain title.**

**NOTE: "A trust may be created by: (1) transfer of property to another person as trustee," (Uniform Trust Code Section 401 – Method of Creating Trust) None of the parties need to know that they are setting up a trust. This is a contructive trust relations formed after the cestui que vie trust platforms. As long as you have the elements and one of the methods for setting up a trust, you have a trust the law will recognize.**

The Restatement of the Law on Trusts, Second Edition, states,

"§17. Methods of Creating a Trust.  
A trust may be created by  
(a) a declaration by the owner of property that he holds it as trustee for another person; or  
(b) a transfer inter vivos by the owner of property to another person as trustee for the transferor or for a third person; or  
(c) a transfer by will by the owner of property to another person as trustee for a third person; or  
(d) an appointment by one person having a power of appointment to another person as trustee for the donee of the power or for a third person; or  
(e) a promise by one person to another person whose rights thereunder are to be held in trust for a third person." <sup>¶</sup>

6/2

What is a definition of a word? What does it mean when you define a word? When you define a word what are you stating? An explanation of the meaning of a word or term. The process of stating the exact meaning of a word by means of other words. A description of the thing defined. To ascertain and explain its nature and character. It is that which denotes and points out the **substance** of the thing. An enumeration of the **principal ideas** of which an idea is formed. – **A Fact or a Truth**

Definition = Definite

What is the meaning of a word? That which is, or is, is **intended to be, signified, or denoted by act or language; signification; sense; import**. The sense of anything. That which is conveyed, or intended to be conveyed, by a written or oral statement or other communicative act. – **An Intention; Perception which could be Fact or Fiction; Colorable**

Substance = Equity

What is associated with Legal title? Legal title = ownership = liability. Liability = debt. It is the **illusion** of public debt.

Is the debt/liability associated with the legal title true or fiction? Is it a definition or a meaning? It is their meaning of the word which is colorable.

Legal title is a phrase that falls under the meaning of a word. We are talking about a colorable word. It is based on my perception or what I might think.

What are we suggesting in general when the term title merge is used when we are associating the ownership/liability/debt scenario in the equation? When we are dealing with merging the legal and equitable titles how can we explain title merge as it relates to a debt/liability/ownership with the beneficial/equitable title? When they are merged there is no assumption of liability. It is extinguished in the merge.

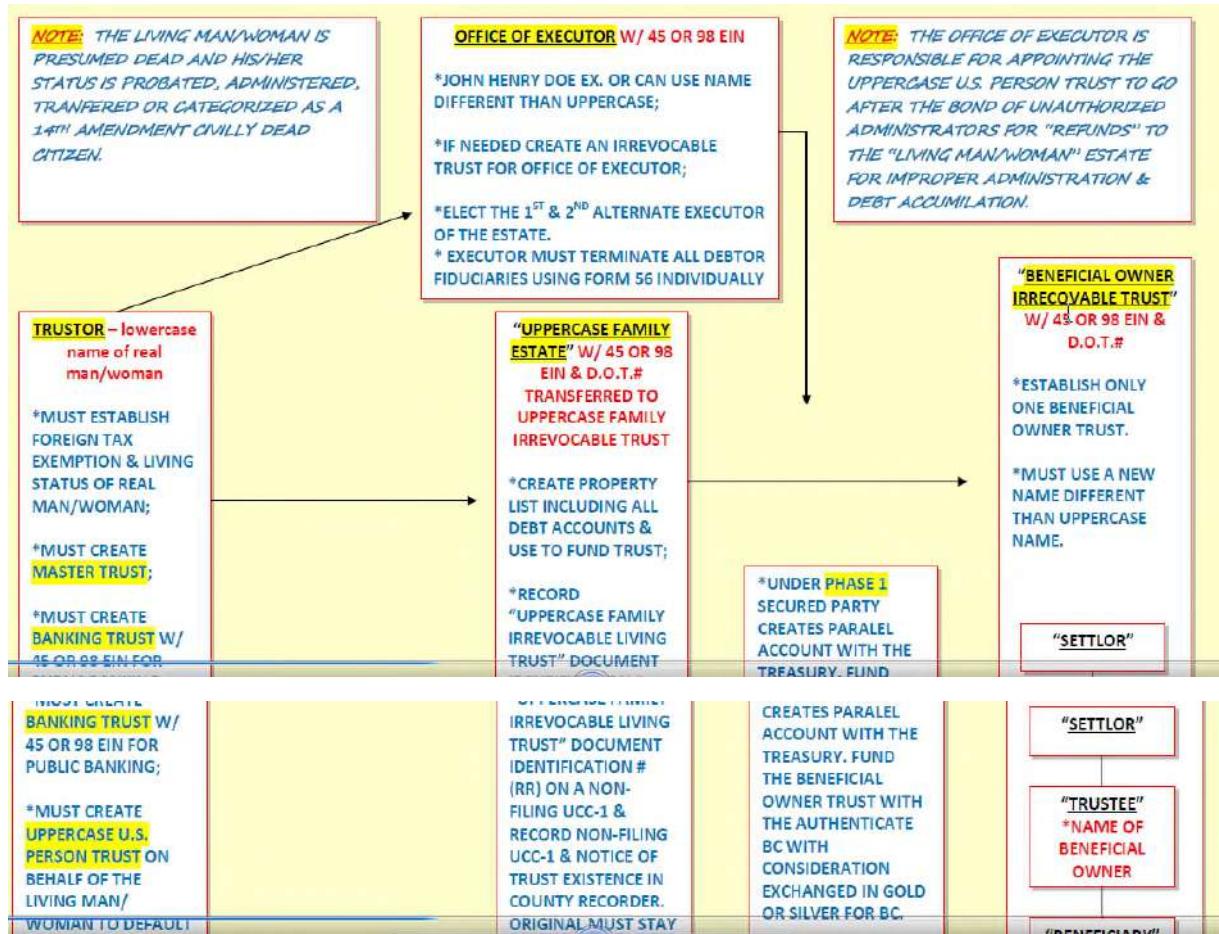
**If we are going to merge title what are we doing? We have a colorable title on the table. What are we going to merge it with if its fiction (colorable)? What is it about the equitable title that makes it truth, fact and substance? What is the substance that is consuming the colorable title? What definitively denotes this substance? The substance of the thing is the life of the thing. It's the energy and labor of the real man.**

**The beneficial owner has higher ownership than a trustee in a trust or estate. Therefore, the title that is possession of the beneficial owner carries with it a description of the substance in nature and in character without liability.**

**You have right to the value or energy that was created. The beneficial owner has the right to the value and energy created.**

**The beneficial owner is different than a beneficiary because we are dealing with an estate.**

**You have to correct the record to give you the strength to do this.**



The beneficial owner must be something with a different name than the UPPERCASE. You cannot use the same name as the uppercase for the beneficial owner in private banking. Especially if the BO needs to be a foreign irrevocable trust. This is why the UCC doesn't work for most people because they are using the same name.

People think they can just create a promissory note like a bank does at closing. But the bank has all sorts of other papers that setup trusts to act as the beneficial owner. The beneficial ownership cannot go back to source.

They are doing what they know to be right by withholding the beneficial interest from the beneficial owner because the beneficial owner hasn't claimed it yet. It is only the beneficial owner with a different name that can claim the estate that has been put in place by the grantor. We cannot have the grantor/trustor be the same as the beneficial owner.

When a credit card company is going after the legal person or foreclosure is taking place what is being requested in the collection? They already have the legal title and they are going after the equitable title.

**They are pretending to be beneficiaries of the estate until you rebut it and claim the property by the beneficial owner.** The beneficial owner has title to the substance of the thing while the trustees have title to the color of the thing. They have the ability to deal with the satisfaction of liens. Liens are

colorable. They are not foreclosing on the legal title because they already have legal title. They are foreclosing on the usage which is the usage of the funds, interest, property which you think you are just living in it as a usufruct or a tenant. But that is not the issue.

They are pretending to be the beneficiary then turning around and leasing the property to you as a tenant in a usufruct relationship. They are pretending that because the beneficial owner was never appointed by the grantor and the beneficial owner never claimed the property which is rights, title, interest in said property of the estate.

**The grantor is the most important one in the process to get things going. The executor then becomes important in the process to administrate it and make sure the benefits get conveyed to the beneficial owner. The beneficial owner's position is higher than the legal position of a trust or estate. They are the ones that don't have legal title. Legal title is just a colorable expression whereby someone is trying to control the property until which a lien has been removed. But it is a colorable lien all subject to the beneficial owner claim in rights, title, and interest to the property. But if the beneficial owner has not been established for the estate the trustees of said estate can withhold all entitlements. And substitute a pretender beneficiary to extract whatever is necessary.**

The deed of trust is what gives them authority in the legal title arena to foreclose. The foreclosure is still colorable. The foreclosure is not for the legal title cause they already have it. The foreclosure is so you can give up and abandon the equitable title. The rights, all properties and entitlements. **It is not about the legal property although the legal property is a legal description of a colorable piece of land which is leading most people to believe is being foreclosed on so they can take the physical land. But really they just want to have access to the equitable side of the estate. It is all about the estate.** It is the rights, title and interest of the property which the granting of the permission and finding of fault in a court proceeding gives them the ability to access the value that was originally created and the value that is constantly being created since the very beginning.

**So when dealing with a merger of title you are dealing with a colorable title and that which is related to the substance of the thing.**

To merge means to blend the two but something has to be of greater value. You are mixing something of greater value with something of lesser value and it mixes to create something of unique character. Now there is an extinguishing of the inferior into the superior. And the superior still exists.

There is color being merged back to substance. What you are dealing with is the original value that was created. Because the liability was split by trust.

After 1933 the only thing that could be done is through trusts because there was no money. There aren't any debts. The national debt is a farce. What is called a debt is actually part of our energy/value they created to cause through ignorance economic slavery. So we have interest in the debt and interest in the value that the debt was extracted from.

The value came from the real man. They can't hear the real man. But on the private side they can see him. So every phrase either has a definition or meaning.

You are dealing with a private fact or truth and merging it with the color which is losing all its colorability and the truth stands. The fact stands. It merges into the fact or the substance. The truth about the lie as related to the debt liability doesn't exist anymore so it is extinguished.

Meanings are dealing with forms. Definitions are dealing with substance. The meaning has to merge in to the definition to mean what the definition is saying.

A beneficial owner is one who has the ability to receive and use the property held in trust while the grantor is still alive.

Beneficiary is one in which the use of property held in trust by a trustee is not accessible until the grantor dies unless it is expressed in writing whereby proceeds can be extended to beneficiary while grantor is still alive.

The real man process establishes through the office of the grantor that the real man was born alive and is still living. It also establishes a foreign status. It also corrected your intent and specified the beneficiary. It also reaffirmed the administrators of the estate. The real man gained control of the estate. He claimed through the office of the grantor what the value of the property is. That is the totality of the estate. The office of the grantor express his intent to claim the estate which is the totality of the wealth.

When you title merge you are extinguishing the debt which is following what has already been done privately. If they are trying to foreclose they are only trying to get access and prevent you from getting beneficial rights. They are holding a lien in place until you give them rights or make monthly installments on the colorable "debt."

**The beneficial owner status is a private banking status. When you come in as the beneficial owner you are doing it privately. You do not write private instruments and put them out in the public.**

A private banker has to be foreign.

As a grantor I can make any entity a beneficiary. You can even make your dog the beneficiary. But you can't give it to the dog you give it to a trust for the benefit of the dog. So, you can create a trust that can be the beneficial owner of the estate.

If I have an estate, as grantor, I can elect a trust to be the recipient of that which is in res so that when I should die the trust that is established as beneficial owner can receive all proceeds. This is no different than setting up a trust with children as beneficiaries so that if anything happens to you they can benefit the rest of their life.

The trustor elects the beneficial owners and then establishes the executor who then can elect more beneficial owners if he wants to because he is acting in the status of trustee.

**If you know what you are doing they have no business asking who the trustee is. Especially since the trust is foreign. And if they stand in the way they are committing some serious tax fraud.**

The title merge is actually an event that takes place of something that ought to have taken place on the private side. It is basically like a public notice. And if anybody wants to step on that title merge they better watch out because they are about to get poisoned. You need to let them know they are stepping on set apart property that does not belong to them. And you have the right to do so.

If you are going to go into a court scenario as beneficial owner you need to know how to get them to see you because they cannot hear the beneficial owner. They can only hear color. There has to be the initiation of a private/equitable process that can only be seen by real people. And when they know that you know it's because they see your knowledge. The spirit of equity is the spirit of the law. People who are using the meaning of words cannot see. They are blind. They can only hear and they use that to block their eyes from seeing the truth. But when you know and they know you know they can't play the trick with their ears and their eyes. When the real man does things it is private and they can see it and they know you know by the way you lay it out in your writing. So now they see you and they cannot put their hands over their eyes and pretend they cannot hear you. When the eyes are closed to the spirit of the law they are in darkness so they have to deal with the statutes because they do not have the proper perception to deal with right or wrong. But what tricks that is when you know and you are hitting them with what you know then they know you know what you are doing. They will be forced to see what we are doing because they know if they try and play their little games they might just get into serious trouble. We have to remember there are still real people holding these offices. **You have to expose it not argumentatively but in a way where you are controlling what is going on.** You need to show them that you know how they are doing what they are doing. And when you know how it is done you know what to do and how to do it.

**The real man** cannot be a beneficial owner on a promissory note, or OID or any of the accounts. The legal name or office of the grantor cannot be the beneficial owner. He **can be a beneficiary of the beneficial owner trust** but not the beneficial owner directly.

If you go into a court and express the beneficial interest from the courts perspective showing that you know what's going on as to how value is converted into FRN's and who is liable and who is the beneficial owner on that value that is associated with the trust that case should be dismissed unless you give them permission to take a certain amount and refund the rest to you. But to enforce that you have to set that up through the IRS.

**Once the merger takes place it needs to be transferred to the beneficial owner. We want the estate to move and not back to the grantor which takes it back to the USA jurisdiction. It needs to go to the beneficial owner which is foreign.**

6/16

**This is the intent and purpose of this study**

**The “Grantor” of the trust account (court case, credit card, student loan, etc.)** should notify the “Debtor CFO” (The person who owes performance of the obligation secured – a trustee) that you want the obligation/presumed debt (**accounts receivable – that which is received from the debtor [Grantor/Estate Debtor]** which is an asset/value/obligation to the pretender lender. The holder/owner of the accounts receivable is a creator/owner) set-off by debiting the original account setup (**accounts payable – that which is owed to the debtor [Grantor/Estate Debtor]** from the pretender lender which is an asset/value/obligation to the Grantor/Estate Debtor. The owner of the accounts payable is also a creator/ owner) in your name at the time the security was created. That is, the account was credited the date the colorable loan was taken out, therefore debit the account to pay it off. You are technically ORDERING the effect of a Title Merge/Extinguishment or FORECLOSURE.

Every account has a title associated with it whether you know it or not. For every account there is a trust. So, when the grantor is notifying the debtor CFO he is notifying the person put in charge of performance or in other words the trustee.

Not only are you acknowledging that there is a trust account in place but you are also acknowledging that the “Grantor” is now on the scene. The office of the grantor is a very powerful position. Without the grantor you will not have a designated beneficial owner, you will not have a designated executor over the estate or each account.

The grantor status is most important. It doesn’t matter what you do with IRS, pretender lender or court case, etc. The grantor is the one who initiates the contract between him in the office of grantor with the office of executor, with existing trustees, with the withholding agents, the IRS, with the beneficiary, with the beneficial owner. Without the grantor you have nothing. **The problem is the grantor has a lot of power but there are certain things the grantor cannot do and that must be clearly comprehended. This is why we have the executor/trustee and also the beneficial owner/beneficiary position.**

The most important position in the outset is the grantor. But the most powerful position of all positions within the estate/trust relationship is the beneficial owner. But if the grantor is not standing up properly and putting things in place the beneficial owner has no power whatsoever. It is being withheld from the beneficial owner.

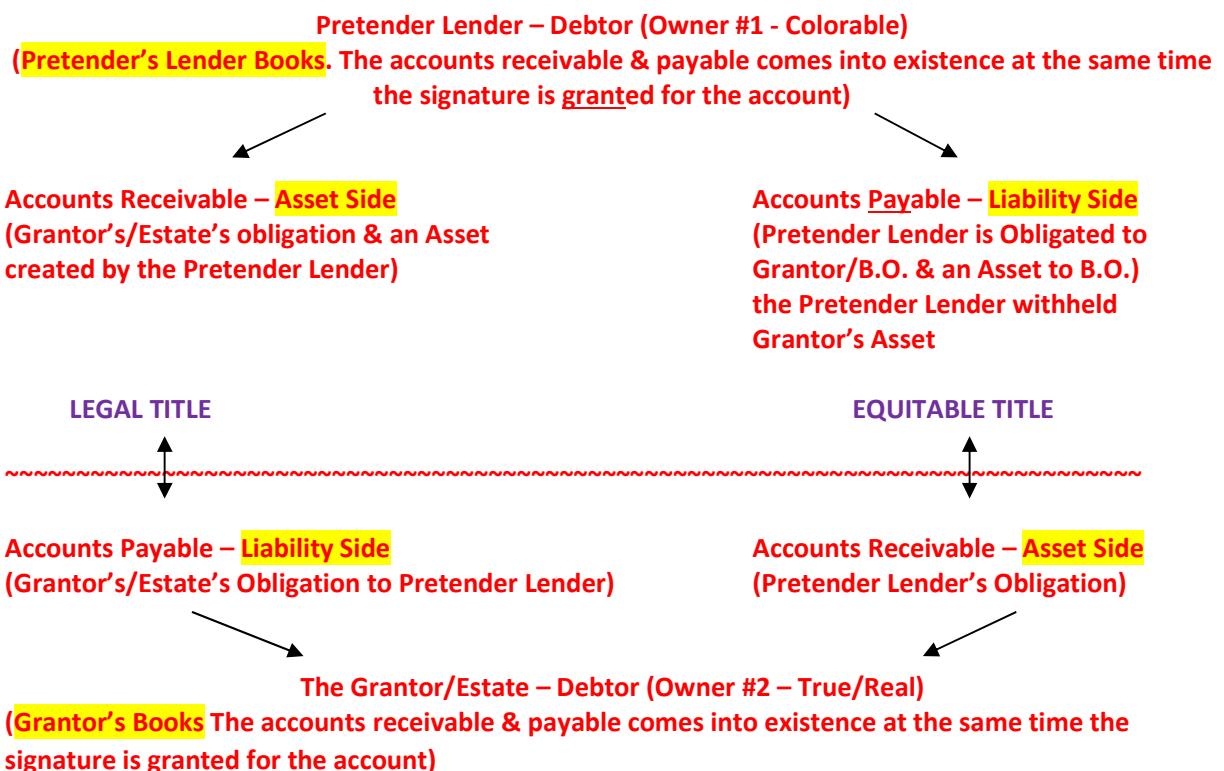
**You must know what position the real man is executing in at any given time.**

Each account has an estate which means there is a title that has been split. So when we are talking about merging title first we have to identify how they got split. How does it work? You have to know what really happened so you have the correct solution.

Accounts Receivable – an account whereby whoever is holding title/interest to said account is stating and claiming that they have entitlement to receive payments. It is an asset to the one holding the title.

Accounts Payable – A balance owed

When you go to court the clerk handles the account receivable (public/legal title) and the judge handles the accounts payable (private/equitable title). The judge will hear the AR/legal title side but his job is to handle to the AP/equitable side.



Under this scenario, if the CFO acting as Trustee has breached the trust (by not off-setting/Merging Title/Extinguishing) he can now be held liable, therefore the trust must collapse, pursuant to UTC 402 (a)(5), and all the fines and penalties can now apply. Therefore, once breach happens, the Grantor or Beneficial Owner with assigned reversionary interests becomes the sole beneficiary/trustee and can publically title merge the equitable & legal title on said account and order the CFO/withholding agent by explicit written fiduciary instructions to exchange/refund the securities, etc., to the Beneficial Owner as recoupment.

When the trustee fails to perform, he's breached the trust and loses his appointment, so the trust loses legal title and trusteeship reverts to the Grantor (his estate or heir) which means **that the Grantor is now the sole trustee and if the Grantor was the sole beneficiary, he is the also the beneficiary - which collapses the trust under trust law AND under statutes**, if it's a public trust. The same person can not be sole trustee & sole beneficiary (Sec 402(a)(5) of the UCT - Uniform Trust Code). The Grantor, his estate or his appointed heirs now holds legal title as Trustee. **Breach of fiduciary duty causes legal title to revert back to the Grantor, his estate or his appointed heirs**, which the Grantor if he is also beneficiary or his heir (Beneficial Owner) has both legal & equitable title. **You foreclose on them by showing they breach on the trust when they deposit the security and don't perform (zero the books)**.

The closest most will get to a collapse is in foreclosure, a bank against you, or when a Court defaults on its obligations after being appointed Trustee, and the trust collapses from the merger of all titles and roles/reverts back in the grantor (or his estate or your appointed proxy – The Beneficial Owner – who was appointed by the SS Trust/Grantor as personal representative with “Reversionary Interest” assigned from the Grantor). The result of a trust collapse is a foreclosure which is the taking away/obstructing/ halting/blocking of rights, entitlements, interest, estate and property of the Qualified Beneficial Owner & its Beneficiaries.

**As to foreclosure:** the title merge is reversed against the legal person and the bank is foreclosing on the legal person and taking away/obstructing/halting/blocking of the rights, entitlements, interest, estate and property associated with **the role & equitable title** of the Qualified Beneficial Owner, **because the bank presumes that the legal person breached the trust by stealing the beneficiary's property when it failed to pay**. In the mortgage the bank or its agent was named as beneficiary. When a breach occurs, the trust collapses (as noted in Sec 402(a)(5) of the UCT - Uniform Trust Code) and legal title to the trust property reverts back to the grantor. **When legal and equitable title (interest) merge, you have a foreclosure**. It's better if we foreclose on them instead. Have the Grantor on behalf of the Beneficial Owner, who has equitable title, with its Beneficiary on behalf of the estate, merge titles and collapse the trust, and foreclose on them.

6/23

The common law concept of trusts is based on dividing title to property into two concepts, **one legal and the other equitable**, with a trust relationship being involved when the equitable title is separated from the legal title with the resulting necessity of dual concepts of legal and equitable rights and remedies.

**Merger** – The combination or fusion of one thing or right into another thing or right of greater or larger importance so that the lesser thing or right loses its individuality and becomes identified with the greater whole.

The legal title is fiction whereas the equitable title is dealing with substance. Therefore, the equitable title is of greater importance than the legal title.

Mergers are happening around us all the time but we just don't see it.

In contract law, agreements are merged when one contract is absorbed into another. The merger of contracts is generally based on the language of the agreement and the intent of the parties. The merger of contracts is not the same as a merger clause, which is a provision in a contract stating that the written terms cannot be varied by prior or oral agreements.

Estates affecting ownership of land are merged where a greater estate and a lesser estate coincide **and are held by the same individual**. For example, merger occurs when a person who leases land from another subsequently is given ownership of it upon the death of the lessor who has so provided in his will. (*thefreedictionary.com*)

**MERGER** n. 1) in corporate law, the joining together of two corporations in which one corporation transfers all of its assets to the other, which continues to exist. In effect one corporation "swallows" the other, but the shareholders of the swallowed company receive shares of the surviving corporation. A merger is distinguished from a "consolidation" in which both companies join together to create a new corporation. 2) in real property law, when an owner of an interest in property acquires a greater or lesser interest in the same property, the two interests become one. Examples: a person with a life estate is given the title to the property by inheritance, the life estate is merged with the titled interest. 3) another important form of merger occurs when a person acquires two parcels of land which were once a single lot that had been divided into two lots by a "lot split" granted by the city or county. If the minimum lot size has been increased by changes in local ordinances and the two lots are now sub-standard size, the buyer who acquires title in the two lots may find that they are "merged" into one lot and he or she has lost the right to build a house on each lot. To avoid this problem, the buyer should make sure title in each lot is obtained under a different name, i.e. husband taking one, and wife the other. (*thefreedictionary.com*)

*The weaker one ceases to exist while the stronger still exists with the weaker one consumed into it and still remaining as the same individual.*

*When the legal title merges into the equitable title the legal title is gone. And the one who has the equitable title still exists.*

If legal title has been merged into the stronger, larger equitable title then all the interest and title and claim of the legal title have also been merged into the equitable title.

The common thread is:

There is a merger when there is a coinciding of both titles held by one person. The stronger person is the one which the merger merges into.

The BO has a stronger position than the legal title and everything is merged into the equitable interest.

This isn't easy to do. You can't just send a document and expect it to just work. There is a lot to it.

When they foreclose the plaintiff is the beneficiary and files a complaint based on breach of non-payment. The trustee is the one making the installments and not making the payments so there is a trust breach. They claim the estates value to supplement that which has been breached.

The one who breaches becomes personally liable for the debt. Which means the title held or rights are forfeited. If the beneficial owners (BO) position has been forfeited how can he have and exercise rights? You can't. So we have a bit of a problem. The beneficiaries over an account are claiming status and standing and an abandoned BO position. The BO is superior to the beneficiary. But because of the forfeiture the BO cannot exercise his rights. So the foreclosure goes against the legal person. A foreclosure is a process to block the BO from using his rights. It is a public closing before the private closing takes place. As long as the BO is not there then the beneficiary can take its place and take what the BO should have had in the first place

We are dealing with the fact that the lesser thing of value is merged into the stronger. If the stronger doesn't make the proper claim such as BO and there is a default on a substitute or the legal person has defaulted then there is a reversal due to the legal person operating as a usufruct/trustee. So now there is a problem because the title has to move to the beneficiary. If the title moves to the beneficiary and beneficiary is substituting in place of the BO then theoretically that trust is supposed to collapse and that is what a foreclosure is. They are trying to possess legal and equitable title in one person due to a breach. This is why they need permission to evict someone because they need the equitable title which has to be given up.

So, the title merge process is more than just uniting the titles together. You have to have a lot of knowledge to pull it off.

So while people are fussing in court about what they fuss about the judge is laughing because they do not know what is going on. We just need to understand how trusts work.

*Note:*

*Beneficiary is supposed to be the heir of a trust and receive the benefits of a trust. In many cases they receive the benefits after some death and then the proceeds come to them. Beneficiaries don't typically receive anything unless there is some sort of execution (trustee execute documents for the beneficiary based on the indenture) on the table.*

*A beneficiary is one who receives value after the grantor dies.*

*BO is in a position whereby he has an interest that superseded that of a beneficiary. The BO can partake of the proceeds and value of what is happening in the trust at the time the trust is still in existence whether a death or not. They are the ones that have the ultimate equitable ownership right in that particular trust or estate relationship.*

*BO's are normally related to estates and beneficiaries are generally related to trusts. There is a fine line because estates operate in/by trust jurisdiction.*

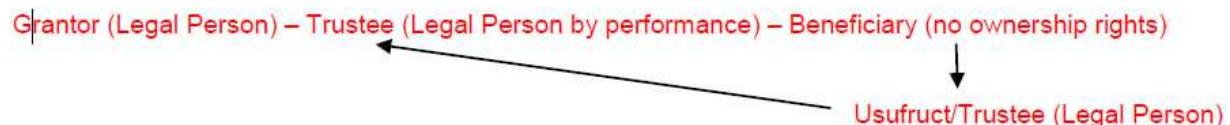
*The BO has priority standing in any estate relationship. Prior to put in place the grantor has priority. The BO is actively involved in the use of something right now and not at the discretion of the grantor. The beneficial owner is superior to the trustee. The true BO has never been setup or elected.*

Note:

Colorable Construed Discretionary Trust Relationship

Grantor becomes the trustee by performance in the construed trust relationship. The usufruct is the rent being paid on the note. The beneficiary is the bank, note servicer, attorneys for the bank. They don't have ownership. It is just a low form of receivership. However, they go out through the deed of trust and elect a usufruct (legal person). The usufruct is responsible for the trustee expenses for monthly payments, etc. But the usufruct/trustee is performing as a substitute trustee. They are supposed to be making payments but they transfer back to the usufruct/trustee. When the usufruct/trustee fails to make payments they are in fiduciary breach. Since the usufruct is the one who has use rights of the property they have to be kicked out of the property. Once they take possession now they can go and access the estate.

COLORABLE CONSTRUED DISCRETIONARY TRUST RELATIONSHIP



CORRECTED TRUST RELATIONSHIP



Corrected Trust Relationship

The grantor is moving on the trustee/withholding agents which are the PTB. There is a pass-thru entity which is the SS trust. This where people get in trouble because they are trying all these exemptions with the pass-thru entity but they don't have status put in place which is the BO associated with the SS trust. And a beneficiary associated with the BO.

The grantor establishes the trustee, executor and the BO. It is his job. So, we have an estate executor that is overseeing these trustees/withholding agents to make sure things are moving the way they are supposed to because there is an estate in place. The grantor is the one who has appointed the executor, reaffirms the trustees, reclassifies the pass-thru entity (SS trust) and appoints the beneficial owner who in turn appoint the beneficiary.

Note: When dealing in private banking you don't have to worry about admiralty, chancery court or whatever court you are in. You just have to operate on the private side of any of those jurisdictions. We are setting things up so that they have to pay attention to the private side of it no matter what. The laws

of IRS/Treasury trumps federal law. So, you go in privately first and then they will choose whichever venue they need in order to settle the matter. YOU MUST DEAL PRIVATELY.

**COLLAPSE.** Falling in or falling together; shrinking so that sides meet. (*BALLENTINE'S LAW DICTIONARY*)

**SYNONYMS FOR COLLAPSE.** Bankrupt, disintegration, disorganization, exhaustion, failure, undoing. ([www.thesaurus.com](http://www.thesaurus.com)) breakup/dissolve, cutoff/breakup/interrupt. ([www.visualthesaurus.com](http://www.visualthesaurus.com))

When we talk about title merge we also talk about a collapse of the trust. So, if the titles have merged into one person whereby the greater title still exists there is a collapse of the trust whereby one person either has both roles or both titles. Which means the rights associated with the titles are in the possession of one. So there is no reason for a trust. It is terminated.

**In court, you don't run your mouth about this. You just make it happen. You do what is necessary on the private side whereby the Corrected Trust Relationship (above) will create what is necessary to collapse any trust out there once title merge has taken place.**

In order to do a title merge we need to be able to develop our own vernacular or own way to deliver and express title merge. But there is a little more than just expressing the grantor. **There has to be an alignment and a qualification established with IRS in that equitable position. Otherwise, it is a claim that can be rebutted. But if you have an irrefutable status which is aligned with IRS and there is a qualified BO established nobody can rebut that. Because the one that would rebut it is the IRS because they trump everything. So when you create the status properly with the IRS who is going to buck up against the IRS when they know they have capital gains they will be facing.**

In order to get them for capital gains the BO has to be established. Otherwise, there can be a dispute of the beneficiaries against the BO on a piece of paper. If you really know who the BO is then set it up with the IRS. The position that trumps all is the BO.

**MERGER.** The fusion or absorption of one thing or right into another; generally spoken of a case where one of the subjects is of less dignity or importance than the other. Here the less important ceases to have an independent existence.

**Contract law.** **Extinguishment** of one contract by **absorption** into another.

The legal title associated with the legal fiction associated with all the rights and titles is extinguished when it is merged into a greater title (equitable title). Which means it doesn't exist anymore. Which means all the hype going on in court becomes a farce. If the rights associated with the legal title are **extinguished** they are also **absorbed** into another either as a debt or an asset. Extinguishment of the presumed debt means it is no longer there. Which means a discharge has taken place and transferred somewhere else (into the equitable title). And the equitable title remains in existence because it is the greater title.

**When there is a true title merge on the table the case cannot go forward. You have to bring IRS in on this. There is no way to use an administrative process on this.** You need the IRS to attest that your status is correct. The IRS is very familiar with the merging of titles.

**Corporations.** The union of two or more corporations by the transfer of property of all to one of them, which continues in existence, the others being swallowed up or merged therein. *Metropolitan Edison Co. v. Commissioner of Internal Revenue*, C.C.A.3, 98 F.2d 807, 810, 811. **It differs from a consolidation wherein all the corporations terminate their existence and become parties to a new one.**

You can't do any of this as the real man. The issue isn't with the real man it is with the estate. The real man will go to jail because he isn't supposed to be there.

So why not control the entire the account? Own the entire account without the liability. That is what the BO is all about. He is the one that owns the value. He is the own that owns the profit and enjoys the fruit of the account without any liabilities.

The beneficiary is different. It can have liabilities. There can be issues on the table whereby the trustee gets to decide what the beneficiary receives.

The BO gets to decide what the BO receives.

*Criminal Law.* When a man commits a great crime which includes a lesser, or commits a felony which includes a tort against a private person, the latter is merged in the former.

*Real-Property Law.* It is a general principle of law that where a greater estate and a less coincide and meet in one and the same person, without any intermediate estate, the less is immediately annihilated, or, in the law phrase, is said to be merged, that is, sunk or drowned, in the greater. Thus, if there be tenant for years, and the reversion in fee-simple descends to or is purchased by him, the term of years is merged in the inheritance, and shall never exist any more.

*Rights.* This term, as applied to rights, is equivalent to "*confusio*" in the Roman law, and indicates that where the qualities of debtor and creditor become united in the same individual, there arises a confusion of rights which extinguishes both qualities; whence, also, merger is often called "extinguishment." Brown.

The rights associated under legal title is extinguished and there is a new set of rights established via the BO.

What is it that we have been involved with that put the debtor and creditor in the same individual/person? You have an estate (COLB) and the trust but you cannot separate the two. There is res in the BC trust which is the estate. The estate is both creditor and debtor. So whatever goes out needs to be directed back to the estate so it can be extinguished. When dealing with the estate there are two sides. The equitable and the legal side. There must be a merger of both. What side of the estate is the COLB associated with? It is the legal title of the estate until we do something. There has to be a claim over the equitable estate associated with the COLB. The COLB is in the possession of the one who requested it (the certificate). It is the legal estate. Where did the equitable estate go? When the COLB was created it was submitted and registered the legal title goes off to the DTC and the equitable title remains with the one who filed it on behalf of the real man/baby. It has never left you. The reversionary interest is there, the powers to assign, the powers, rights have all been established and remains with the baby until the baby becomes of mature age and can put things into alignment the way it needs to be. This is where the US citizen is created. The US person's name will remain written on the BC as the US

citizen. That is the title to legal estate. The BO has never been setup. They know who it is. The BO right has to be setup in order for certain things to take place.

As you are living you are the recipient of the inheritance of the most high. The life in you is nothing more than property. All of the rights, energy, creative power, endowments are associated with the inheritance. You are the asset. The energy, health. No piece of paper can describe the mechanics of such nor can it control such. Any piece of paper is just a colorable image.

So, the BC is a certificate of abandonment. It is showing that one is who is supposed to be an heir operating under the equitable position of substance has abandoned and forfeited their rights and prefers to operate under the US citizenship/legal title jurisdiction. **It is better to be the Beneficial Owner over the estate. It is better to be the BO on any account as opposed to some beneficiary.** As BO you can own and operate right now the account without any liabilities. You can't say that for a beneficiary. The BO can tell the trustee what to do. The beneficiary cannot. The trustees service the BO under his direction. If the BO says he needs \$500,000 to pay a bill the trustee has to write it. If the beneficiary asks for \$500,000 they have to have a meeting with the trustees and the trustees have to decide whether or not they want to do it. If they don't think it is the best for the trust then they don't do it.

The estate is the scriptural birthright. You have inherited it from the creator and they know this. That is why they created the legal BC to mirror the inherited estate that you received.

So, when we are talking about merging we are talking about something deeper than just a legal perspective. Whenever the BO comes on the table he is always dealing with the substance. **And when a merger takes place the BO will now have possession of legal title.** So, it is not about the executor at this point. The executor has to oversee everything to make sure that unlawful and illegal practices don't take place while things are being transferred and administrated from grantor over to BO. So he has to oversee like the protector over a trust.

This is why it is very important to **control** the legal BC. It is greater than the subaccounts in trust that have been created out of it (CC, mortgage, etc). Even the legal title of the BC is greater than one of these smaller subaccounts because it is coming from the BC.

This is why the estate is setup there is a BO setup over the estate. But that is not enough. You also have to have a BO over every account. If you take a piece of pie and put in a container like a trust someone has to be in control of the piece of the pie that is in the trust. So there has to be a BO over the piece of pie in trust that is separate from the BO over the entire estate. What happens is a trust relationship creates a barrier/partition or separate venue/jurisdiction where they can do whatever they want with that little piece of the larger estate. **There must be a BO relationship setup for each piece of pie. All those trusts can work in our favor but they also work in a way of protection for them.**

**Just because we take control of the BC does not mean we have taken control of each account. We have to deal with each individual account on their own.**

Note:

**Whenever you see the word “equitable” in your mind substitute the words “in the private.”**

So, when we merge title we are closing out the public and moving it completely into the private. If the legal title is extinguished privately it also has to be extinguished publicly.

**Rights of Action.** In the law relating to rights of action, when a person takes or acquires a remedy or security of a higher nature, in legal estimation, than the one which he already possesses for the same right, then his remedies in respect of the minor right or security merge in those attaching to the higher one. As where a claim is merged in the judgment recovered upon it. (*BLACK'S 4<sup>TH</sup>*)

Title merge is when the equitable and legal title merge together. When we say "title merge" what are we really saying? Are we speaking about a specific account or estate, etc.? When we say title merge of an equitable and legal title whereby the weaker or legal title is submerged or merged into the existing equitable title and it still exists with the rights of the legal title being extinguished and all debts that are associated melting away and becoming one in the equitable, what is really the equitable title? If fiction and substance are like water and oil then how can you merge the two? The colorable/fiction/legal title is only in existence because everyone believes it to exist. It is not real. So when we bring the equitable title which we have a true claim to it we are bringing that which is real/truth and it exposes the lie that they are using to pretend it is real. They cannot continue their lie. Equitable title is actually value and fiction simply calls it equity or equitable title. So when value or substance comes to the title the shadow/fiction has to vanish.

They know that the equitable title is real and so the key for them is to keep the BO in an abandoned position so they can continue to do what they do.

**EXTINCTION.** The destruction or cancellation of a right, power, contract, or estate. The annihilation of a collateral thing or subject in the subject itself out of which it is derived.

"**Extinction**" is sometimes confounded with "merger," though there is a clear distinction between them. "Merger" is only a mode of extinction, and applies to estates only under particular circumstances; but "extinction" is a term of general application to rights, as well as estates. "Extinction" connotes the end of a thing, precluding the existence of future life therein; in "mergers" there is a carrying on of the substance of the thing, except that it is merged into and becomes a part of a separate thing with a new identity. (*BLACK'S 4<sup>TH</sup>*)

If something extinguishes it does not exist anymore.

Title merge is not just taking some documents, certified copies of debt instrument and stamping some overlay and sending it off, etc. It has to do with the alignment of the position of the BO and then the BO sends orders to the trustees/withholding agents to take the so-called debt of record and merge it with the original value extinguishing the so-called debt of record and relinquishing all rights and liens. If they don't move forward to do that you have a breach. You have the qualified position to do this aligned with the IRS backing you to testify under oath that such is the case. Because they want their tax money when they convert the value over to dollars and they need to be paid. And as long as there is an abandonment nobody can pay anything because of abandoned funds. So the withholding agents are withholding the information from you so you don't recognize what to do. But once you control the withholding agents as the BO they must do your bidding.

You don't just go out and merge because you feel like doing it. There has to be something that prompts the merger. **You have to have some sort of default with them first before you can move forward with a merger. This is why it is important to do a notice of debt so you can have a default on the table before doing a merger. If you don't have everything setup with the BO correctly they can then get you for trespassing.**

When the merger takes place we say the legal title does not exist anymore. But in what sense does it not exist? It doesn't exist as an independent item. Legal title now is under the control of the one who possesses the equitable. The rights are extinguished as an individual atom and yet there is a transfer/discharge from one into the other. However, the equitable estate is an estate of value and substance which actually absorbs all of the so-called debt/liability.

When you get the BC authenticated you are actually taking control of the legal title. It is very important that the IRS has on record who the BO is over the entire estate and not just on each account.

**IN PRISENTIA MAJOR'S POTESTATIS, MINOR POTESTAS CESSAT.** In the presence of the superior power, the inferior power - ceases. The less authority is merged in the greater. (BLACK'S 4)

This is not about arguing. It is not a real man thing at all. **The closest we can deal with the real man is to have records that establish the fact that the real man is alive and therefore can take any office necessary to move the energy.** So that means there is a competent living being operating these vehicles (office of grantor, executor, BO, BC Trust, etc.). They need to know there is a real man operating behind the wheel as opposed to other trust entities operating behind the wheel with real people in those vehicles manipulating under the construed discretionary trust relationship.

**MERGER OF LEGAL AND EQUITABLE ESTATES.** Under a passive or dry trust, the whole legal and equitable estate is merged and vests (to give immediate, fixed right of present or future enjoyment. To cloth with possession; to deliver full possession of land or of an estate; to give seisin; to enfeoff – BLACK'S 4) immediately and directly in the beneficiary (*of the beneficial owner trust*), and he is entitled to the actual possession and enjoyment of the property. The seizin (possession with an interest on the part of him who holds it to claim a freehold interest – BLACK'S 4<sup>TH</sup>) and possession thus transferred is not a seizin and possession in law only, but is actual seizin and possession in fact, not a mere title to enter on the property, but an actual estate. The cestui que trust (*SS Trust*) **may convey the estate (or pass thru the estate)** and pass a good title without the intervention of the trustee, **or he (the beneficiary of the beneficial owner trust) may call on the trustee to execute conveyances of the legal estate as he (the beneficiary of the beneficial owner) directs.** (Corpus Juris Secundum book 90 subsection 176)

**(And from subsection 178) An active trust may become passive [or dry] when the purpose of its creation has been fulfilled or the trustee has no further duty to perform. [bracketed words implied]**

The legal and equitable estate may pass thru the SS trust without any intervention of the trust. This is why we want to terminate the upper and lower case as trustees of the SS trust.

A passive trust is when the BO has full control of his beneficial owner rights.

**§ 153. Express private trusts are either “passive” or “active.”**

An **express private passive trust** exists where land is conveyed to or held by A (*trustee*) in trust for B (*beneficial owner*), without any power expressly or impliedly given to A to take the actual possession of the land, or to exercise acts of ownership over it, **except by the direction of B**. The naked (*legal*) title only is vested in A, while the equitable estate of *cestui que trust* (*pass thru entity*) is to all intents the **beneficial ownership**, virtually equivalent in equity to the corresponding legal estate.

**Express private active**, or as they are sometimes called, special, trusts are those in which, either from the express directions of the written instrument declaring the trust, or from the express verbal directions, when the trust is not declared in writing, or from the very nature of the trust itself, the trustees are charged with the **performance of active and substantial duties** in respect to the management of and dealing with the trust property, for the benefit of the *cestuis que trustent*. They may, **except where restricted by statute, be created for every purpose not lawful, and as a general rule, may extend to every kind of property, real and personal.**

Let's discuss a credit **card debt**. When you give fiduciary instructions to settle it you told them to merge the AR with the AP. You told them to take the original value on the table and apply it to the so-called debt. To extinguish this debt with the rights, remove the liens, etc. And they do it. Because you have the qualified status to enforce this thing. The trust moves from an active trust to a passive trust. There is a zeroing out of the account on the private side and on the public side. There is a discharge, which means the presumed debt has not been handled. It is somewhere on the books. But the legal person is not liable. It is transferred. And there is a tax ramification somewhere.

Three ways to deal with debt.

1. **Discharge** – transfer the debt from my account to someone else's account. (This is what happens in Bankruptcy)
2. **Settle and close** – Zero out the debt, the books are balanced and taxes are paid. And you retain the property. The public and private side is closed out
3. **Recoupment** – Going after the value after you have settled and closed.

**What are taxes?**

FRNSs are called legal tender. Lawful is equitable. The conversion of value into legal tender is what creates taxes. Books being out of balance creates fees for keeping up the books. So, when you are dealing with true value (gold and silver, energy) and convert them into US dollars it is actually a fee that is charged for the conversion. There are fees charged for keeping the books. The IRS are just accountants who balance the books. They have always been operating as trustees and the books are always out of alignment.

7/15

The reason the term “Title Merge” was chosen is because you will see title merge all over the place even in bankruptcy. It may not be called “Title Merge” but it is happening everywhere.

There has to be either a merger or the creation of a new account. There has to be something where one thing is absorbed into another.

We don't want to comingle public and private. However, title merge is the one comingling that we do where we comingle the legal and the equitable to collapse the trust for the benefit of the BO.

**MERGER OF ESTATES.** The absorption of one estate (*interest*) in another, where a greater estate and a lesser coincide and meet in one and the same person without any intermediate estate. The uniting of the legal and equitable interests in the same person. This is what a foreclosure and a bankruptcy is.

**CONFUSION.** This term, as used in the civil law and in compound terms derived from that source, means a blending or intermingling, and is equivalent to the term "merger" as used at common law.

**CONFUSION OF TITLES.** A civil-law expression, synonymous with "merger," as used in the common law, applying where two titles to the same property unite in the same person

**OF CORPORATIONS.** *Merger distinguished.* In a "merger," one corporation absorbs the other and remains in existence while the other is dissolved, and in a "consolidation" a new corporation is created and the consolidating corporations are extinguished.

**MERGER & EXTINGUISHMENT.** "There shall not, after the commencement of this Act," (i.e. <http://archive.org/stream/manualofprevalen00trow#page/n47/mode/2up>) Nov. 1875 (a) "be any merger by operation of law only of any estate, the beneficial interest in which would not be deemed to be merged or extinguished **in equity** (*in the private*)."

(*Manual of the Prevalance of Equity –*

*A merger by operation of law does not eradicate the beneficial interest. The beneficial interest does not merge into the legal title in a foreclosure. They aren't merging the beneficial interest into the legal title. They are reversing the process. They are acting as beneficiary and taking beneficial interest.*

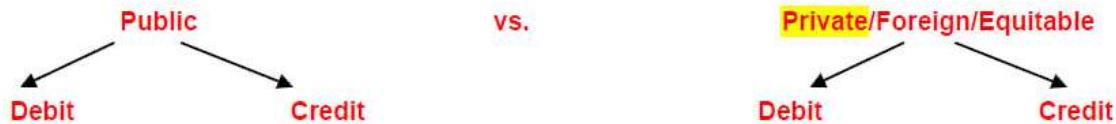
*The debtor does not have equity nor interest in the property. This means that they are putting themselves in the way due to the fact that on the public side there is an abandonment of the debt liability. And that those that are calling themselves creditor/beneficiary/lender are going after the breach of debt in a court scenario. But what about the private/equitable side? They aren't even touching the private side. "The beneficial interest is not merged or extinguished in equity."*

*Whenever you speak about equity, whether in recoupment or private matters it is not statutory equity. When you hear them make reference to equity and interest they are speaking from a public perspective and not from private.*

55:45



#### **FICTIONAL ADMIRALTY**



So, if an estate has been merged the legal interest always attracts like a magnet to the equitable estate and it still exists. The beneficial interest is not vanished or extinguished in the merge. The equitable interest still exists.

Every time the signature is given up then a portion of the estate is being transferred. The wealth of the people is being transferred over the AR of the pretender lenders books to be accessed. So they are accessing the estate through the legal title when there is a signature. Then there is another scenario whereby the AP on their private books, which is a liability to be paid back to the grantor/BO, is carrying the equitable title, which is AR back to grantor. So, there is value on both the equitable and the legal side.

In the public vs. private arena it gets a little more complicated. There are books in the private and books in the public. There are debit and credit in both the private and the public. So, you have to merge the public and merge the private then merge the public and the private.

People are fussing in court about the debit but they have not secured the alignment in the private.

The books must balance in the private and the books must balance in the public, When the books balance then there is a merger.

"Any Merger" or rather, "any legal merger,"...or merger at law, is the annihilation of the one vested (given immediate, fixed right of present or future enjoyment...clothed with possession; has full possession of land or...estate; ...given seisin; ...enfeoff – BLACK'S 4<sup>TH</sup>) legal estate (not necessarily in land) in another greater vested legal estate in the same property, by reason of their meeting in one and the same person, without any intervening estate (b).

By "greatness" of an estate is meant either its quantity or quality (c): "Quantity" relates to its duration or degree (d). "Quality" relates to its nature or in reversion (*noun. 1. A return to a previous state...2. The action of reverting to a former type. Synonym: Return – BLACK'S 4<sup>TH</sup>*). The latter is greater in quality than the former, though it be less in quantity (e). "The beneficial Interest in which would **not** be deemed to be merged or extinguished in **Equity (in the private)**." Extinguishment at law is (as distinguished from merger at law) the annihilation of a collateral subject, right or interest in the estate out of which it is derived (f).

What is the difference between merger and consolidation? A merger is where one estate, which is greater absorbs the lesser estate and the lesser estate is extinguished. Whereas in a consolidation there is a new entity where two entities combine into one and they are both extinguished.

We are dealing with a merger whereby one entity or estate is absorbed into another the lesser is absorbed into the greater and the greater still exists and not a new creation. Then we are dealing with merger and extinguishment. This means the lesser has been extinguished and does not exist anymore.

7/23

## Status Explained

The concept of status means the prestige to control admiralty

- Standing developed using the public's own rules and regulations
- Qualification to cash out entirely or receive refunds annually
- Mandatory credentials required by the fiction to recognize priority claim and process setoffs, acceptances, refunds, recoupments, directives/orders, exchanges, dispositions, special deposits, claims, acquisitions, foreclosures and revestitutes.

**Question? How can it be proven that we the real man/woman is alive today in this dead paper system?** By claiming with a qualified and recognizable status in their system, we are establishing claim of entitlement over the debtor which is how we prove that we are alive. There must be a claim in possession of the Entitlement Holder (Type of Beneficiary = A Beneficial Owner). This is the Key. This Entitlement Holder is the **Highest level of Creditorship**, which means the Entitlement Holder is the Secured Party on a UCC1, as seen in **UCC-8, UCC-2 & UCC-9** which spells it out in detail.

**Entitlement Holder.** Indicates by **book entry** (that a **financial asset** has been credited to the **person's securities account**. **UCC section 8-501(b)(1)**)

- The one entitled to the benefits/value being held in trust.
- Absolute right to the benefit.

- **A person identified in the record of a securities intermediary as the person having the security entitlement** against the securities intermediary. If a person acquires a security entitlement by virtue of **UCC section 8-501(b)(2) or (3)**, that person is the entitlement holder. **UCC section 8-102(a)(7)**.
- The entitlement holder is also the secured party/beneficial owner that owns all the bundle of rights for property (real & personal).

If you are going to activate a title merge what gives you the authority to do it? You must have the highest claim against the estate. And this is done through the Beneficial Owner (BO) as the entitlement holder.

In establishing that the real man is alive there is a claim established by the grantor and this is placed in records (UCC, IRS, etc.) which is just the beginning.

The grantor is making the claim over the estate, the executor is administrating and overseeing the estate but they have created an individual trust for each account which separates and partitions away from the estate.

When you claim the estate you are also claiming each of the individual pieces of the estate that are in each account (trust). But you have to express this claim to each account.

*There has to be an alignment in place that is recognized in the system whereby they will operate in harmony with the Secured Party Status laid out in UCC-2, 8 and 9. Otherwise, if they are operating from a discretionary trust perspective they are not obligated to move in that fiduciary relationship. So, when people out there do the SPC process they don't have the right entitlement holder in place with the proper claim and therefore do not get the remedy/solutions they are looking for.*

Sovereign has nothing to do with admiralty.

We need to move in admiralty with the right capacity to allow them to do what they need to do because they are obligated as ministers operating under fiduciary instructions for the benefit of the entitlement holder who has status recognized in their own system.

There needs to be a recording in their system establishing the entitlement holder. And certified copies can be used to certify what is registered in their system. And they have to rebut that claim if they want to move in any other direction than your instructions to them. If you have the right kind of claim on the table they have to follow your instructions.

The one who has the entitlement holder claim is actually transferred to them through a trust starting with the grantor. The grantor has to make a claim to show there is an interest which is transferred to an estate with an executor for the benefit of the beneficial owner. So, now the BO comes on the scene as the entitlement holder.

In every system out there (Court, DTC, IRS, Treasury) they all operate as a beneficiary system. And the highest classification of beneficiary is the Beneficial Owner (BO).

If alignment/status is not setup the right way there will be a conflict of Beneficial Owners and the beneficiaries position could be challenged and you are perpetrating a type of fraud when you try to move with any process.

**Entitlement Holder** is a person identified in the record of a securities intermediary as the person having the security entitlement against the securities intermediary.

**Entitlement Holder.** Indicates by **book entry** (that a **financial asset** has been credited to the **person's securities account**. UCC section 8-501(b)(1))

The COLB has two accounts. An asset account and a debt account. So there is a ledger/entry of a credit/value assigned into a book as an asset. So there isn't a transfer of money. It is just changing digits in the system based on signature from an estate.

So there is a person associated with this account.

If there is a court case the SS is charged and as a result there is a crediting of financial assets coming from that person security account.

This person acquires a security entitlement if the securities intermediary (clearing corporation or bank that maintains securities accounts) acting as trustees for the benefit of the person.

This only works if they are setup to be the trustees by correcting the record. It does not work if the legal person is construed to be the trustee.

The entitlement holder is the person whose name has been associated to a securities account.

The name on the BC may show entitlement holding but if you use that name you create a problem. The name that is listed on the BC or SS is the uppercase in their system and is supposed to be the entitlement holder but the so-called name has abandoned everything. There is an abandonment because it wasn't setup properly. So a CQV trust was put in place where the estate value have been placed into the BC trust. The SS trust has the capacity to operate as the beneficiary of the BC trust. But through discretionary/construed trust relationships the SS Trust is operating as the trustee to the estate.

**The true entitlement holder is supposed be named in the record of securities but the problem is you can't access it because of abandonment. If there is abandonment there has to be a reclaiming of what has been abandoned but it can't be reclaimed by the same name that abandoned it. There has to be structure put in place whereby you have a grantor, executor, estate, pass-thru, beneficial owner and beneficiary. And each of these entities need to have different names.**

An entitlement holder is the Beneficial Owner (BO) but the BO cannot be the SS trust or the BC trust. Those are both the name of the account. The one that abandoned cannot claim once it has abandoned something. So, the entitlement holder position is vacant.

So they create the SS trust based on abandonment as a holder of the abandoned property due to the fact that there is no BO in place. Although in their records they give reference to a BO but they don't know who your BO will be so they put it in the name of an account that sounds and spells just like the

birth name as abandoned funds until it is claimed by the records being produced and created from the perspective that a proper alignment has taken place. That means there has to be appointing of the property parties. Which means the real man is alive and operating through the grantor to establish a claim and the executor is administering the claim over the estate. And the pass-thru is setup for the BO and its beneficiaries. The BO is the one that controls what the executor is supposed to do over the estate (COLB) in general.

But then you have the smaller estates (court, car loan, student loan, etc). All these estates have been split off into smaller trusts and there has to be control put in place over each of those trustees for each trust.

**The legal person should not be the trustee of the SS trust or BC trust but he does want to be the trustee of the BO trust.** The trustees of the SS and BC trust must comply with whatever the BO instructs them to do.

There has to be a person identified in the record of a securities intermediary which means there may not be one right now that is correct. It may show a name standing in the position of abandonment but it doesn't mean the record can't be corrected to identify the true BO. **Once that is put in the system as the person having securities entitlement then that person has entitlement to all the benefits and value held in trust. And this means the DTC and the SS and many different accounts.**

**Entitlement Order** means a notification communicated to a securities intermediary directing transfer or redemption of a financial asset to which the entitlement holder has a security entitlement.

The entitlement holder is the one that is communicating to the securities intermediary directing the transfer. But in order for this to happen the alignment has to be put in place whereby they are operating as trustees not of a discretionary relationship but of a ministerial duty. Therefore, they will have to follow the instructions or they are in breach of their very own indentures (statutes and codes). **If they don't do it they are trespassing on property that doesn't belong to them and therefore they will have to pay for trespassing.**

So there is an abandonment of the entitlement holder and the legal person has not properly been setup as a foreign bank operating as a private banker.

**Fee Simple.** A fee simple absolute is an estate limited absolutely to a man and his heirs and assigns forever without limitation or condition.

When dealing with merging title we are creating a fee simple absolute title.

8/6

**OUTSTANDING.** Remaining undischarged; unpaid; uncollected; as an outstanding debt. Constituting an effective obligation; as, outstanding stock. Existing as an adverse claim or pretension; not united with, or merged in, the title or claim of the party; as an outstanding title. (*BLACK'S 4<sup>TH</sup>*)

Discharged means to transfer to another. What is discharged or paid is actually merged.

The one with the highest claim/title wins.

Ownership = liability on the legal side = trustee

BO controls property like an owner without liability

All foreclosures are responding to acts of abandonment of the equitable interest.

Title may be defined generally to be the evidence of right which a person has to the possession of property. The word "title" certainly does not merely signify the right which a person has to the possession of property; because there are many instances in which a person may have the right to the possession of property, and at the same time have no title to the same (*as in a usufructuary*). In its ordinary **legal acception**, however, it generally seems to imply a right of possession also. It, therefore, **appears** (due to abandonment of entitlement holder), on the whole, to signify **the outward** evidence of the right, rather than the mere right itself. Thus, when it is said that the "most Imperfect degree of title consists in the mere naked possession or actual occupation of an estate," it means that the mere circumstance of occupying the estate is the weakest species of evidence of the occupier's right to such possession. The word is defined by Sir Edward Coke thus : *Titulus est justa causa possidendi id quod nostrum est*, (1 Inst. 34;) that is to say, the ground whether purchase, gift, or other such ground of acquiring; "titulus" being distinguished in this respect from "*modus acquirendi*," which is the *traditio*, *e.*, delivery or conveyance of the thing. Brown.

**The BO is the one who claims title. Each account is a type of property and each account has interest. Equitable title is property associated with the account.**

**Title is when a man hath lawful** (Real man operates as lawful. A trust can operate as lawful or legal depending on the status of the man. The BO is a trust) **cause of entry** into lands, whereof another is seised; and it signifies also the means whereby a man comes to lands or **tenements**, as by **feoffment** (To give an immediate, fixed right of present or future enjoyment), last will and testament, etc. The word "title" includes a right, but is the more general word. **Every right is a title, though every title is not a right** (Holding the BC does not give you rights unless you are authorized), **for which an action lies**. Jacob. (BLACK'S 4<sup>th</sup>)

**The BO operates from a lawful position, which trumps their legal positions and operating as a trust is something they can relate to.**

**Every action, petition, or other proceeding has a title** (you want to make sure you have possessory rights to the equitable title), which consists of the name of the court in which it is pending, the names of the parties, etc. Administration actions are further distinguished by the name of the deceased person whose estate is being administered. **Every pleading, summons, affidavit, etc., commences with the title**. In many cases it is sufficient to give what is called the "short title" of an action, namely, the court, the reference to the record, and the surnames of the first plaintiff and the first defendant. (BLACK'S 4<sup>th</sup>)

And the following is the key to title merge

**EQUITABLE TITLE.** A right (title) in the party (The Beneficial Owner) to whom it belongs to have the legal title transferred to him (The Beneficial Owner); or the beneficial interest of one person whom equity (in the private) regards as the real owner, although the legal title is vested (given immediate, fixed right of present or future enjoyment...clothed with possession; has full possession of land or...estate; ...given seisin; ...enfeoff – BLACK'S 4<sup>th</sup>) in another. See Equitable Estate. (BLACK'S 4<sup>th</sup>)

## 8/13

In a life estate when the person whose life consists of the estate dies the reversionary interest goes back to the grantor. But the grantor can assign his interest to some other person, which does not have to be a living man. It could be a trust.

In a trust indenture you can state that the contract is good for the duration of the life of the person. The person does not have to be the real man. It could even be the savior, which is infinite. **There is no reason why a life estate can't be infinite and passed on to other generations.**

You need to make sure that you set up the life estate so the energy keeps moving no matter what happens with the life.

The grantor initiates the life estate.

**You can have a public or private life estate.**

Every property put into trust is a piece of the grand estate (COLB). There is a legal and equitable title to the property.

**Everything falls under tax law. The IRS is the mothership. Once you establish status with the BO then all agencies have to follow suit.**

## 8/20

When operating in equity (private) they know that you know. But you also need to setup the right alignment to prove that you know. It isn't about flexing muscle. Once you prove this then alignment of your entities will testify to the precepts of the conscience. And they will leave you alone. We cannot go around and talk about this stuff with other people. We are supposed to be the ½ percent of the people in the know that are not the common people. We are the ones that know.

When moving in equity (private) in harmony with the principles of the conscience you never want to expose what you are doing in the private in the public...ever! If you expose the private into the public they will shut you down (possibly even death threats).

**Once status is changed you can reference the statutes as it applies to them. But they do not apply to you.**

They have curtained off the private/equity side to only those that know. You cannot get to it on the public side.

Because equity is a superior jurisdiction the BO has superiority over the legal title.

Equity is ancient and has been hidden from us. Under equity the BO has no liability. The problem is there are tax liabilities out there that need to be handled before the BO can enjoy the use of property.

There is a lot of responsibility in moving in the equity arena. When you do this right they will leave you alone and all evidence of the original liability will vanquish.

True law is nothing without equity but they are only dealin “at law” in the public. If you want to operate in equity you need the proper alignment to force them.

Those that rely on the law are the weak ones. With proper alignment you don’t need their laws. You are operating based on what is right and wrong. And if they step on you their supervisors will be all over them because they are exposing the private. So it is best for them to leave you alone and move on.

So how do we enforce equity?

At law = code/colorable

In law is dealing with substance.

**They will allow you to operate in equity as long as you don’t do two things**

- 1. Comingle private into public or share this info publicly**
- 2. Disrupt the financial system**

When the weakness and craftiness of the law creates no remedy equity has a solution.

So deal in equity with the BO operating from an equity position right off the bat. BO is the true owner with no liability. Put the proper alignment in place and go claim that which is necessary.

Equity is not positive law. Positive law is for the government. The 14<sup>th</sup> amendment citizen is a government employee so the statutes can be used against it.

The word “individual” referenced in the IRC references the legal person. But once status is changed it can be used to enhance the life of the real man.

Private law = law of conscience = equity = law in the private

Private law = bilateral contracts. Article 1 Section 10 of the constitution.

Beneficial Owner (BO) is overseeing the establishment of bilateral contracts. But there currently aren’t any bilateral contracts out there with full disclosure.

Private law cannot operate without bilateral contracts unless through a trust. The conscience of private law can be eliminated if you use a trust.

You can use private (non-positive) law to direct the affairs of your life through a trust relationship. Seal it with directives in a trust indenture which means the BO has to be the one in their system as the governing power of this non-positive law. And it is all solidified through an estate trust.

In private law (contracts) a person will use his own conscience in negotiating an agreement with another individual.

When the proper alignment is put in place there will be fiduciary directions/instructions by either the grantor or BO as it relates to how the contract/indentures are to be carried out/Performed. They have no choice to follow this because they accepted their oath of office (state/federal constitution).

Should they trespass once alignment is in place it is like a death nail to them because they are in breach. **As a 14<sup>th</sup> amendment citizen you really can't use the statutes for remedy because they can be manipulated. But with proper status and after the accounting has been corrected you can use statutes to hold them accountable to their fiduciary duties.**

When operating in the private common law is now activated. Where equity is the natural law of right or wrong common law is the actual laying down of principles being communicated from one to another. It is the body of laws codified. Associated with common law is the constitution. With the right status the constitution is activated.

We must be seen as a business person not out to harm anybody. We need to make sure everybody gets what is due. This means the IRS get what is theirs. If there is \$100,000 value going back to the legal person then that tax is to be paid because it is being converted. This needs to be handled before transferring to the BO.

Equity makes them accountable because in equity there can be no harm. So then can't do any more harm.

Judge Scalia = "Equity is a bitch."

Private law was never meant to be used in the public sector for public policy.

Silence means a claim has not been made as pertains to the truth of the matter. The claim cannot be made until status is established. The fact of establishing status makes the claim.

**Without status there is no claim. Therefore there is a withholding.**

The Cesti Que Vie (CQV) trust was established because the BO was not present. The value has been lost at sea somewhere. The property has been abandoned by the owner. It's been thrown off the ship. So they created the CQV trust with instructions setup as a unilateral contract because there is no full disclosure. It is based on the fact that the value of the property has been abandoned. It was put in place to oversee and extract what it thought it was due through compelled performance to the rules of the private trust. This private trust is a person unless this person has changed status it will be considered a CQV trust. This person is the individual/legal person/SS trust/Uppercase.

Private law under Roman Civil Law was setup with unilateral contracts whereas private equitable law is setup under bilateral contracts for the benefit of the real man.

The trust relationship has been put in place only because the right alignment has not been put in place. We have to come out of Babylon by creating a new trust relationship where our identity is not lost.

**How do we operate in commerce in the private? When moving in the private never expose what you are doing? In the private in the public. You can still have the drivers license and the passport. But if something happens in the public you handle it privately and move on.**

8/27

Private law operates through bilateral contracts unless though a trust.

Roman civil law is a perversion of private law operating in trust with split in title. Title merge is the merging of these title.

If anyone asks what your status is it is a private person or private banker.

Roman civil law is based on abandonment whereby title is split and property is created and left in a CQV trust to be overseen by trustees and extracting value for the benefit of those claiming the abandoned property without proper claim.

But then comes along the BO which is the entitlement holder and trumps all of this. The property is no longer abandoned because there is a claim against it. The BO is operating as a private person in a foreign jurisdiction. The trustee of that entity is moving in the capacity of private banker. The grantor of this entity is operating in the capacity of private banker. The uppercase legal person/individual has a foreign status.

There are Qualified Institutional Bankers (QIB) out there and they are foreigners. They are foreign private bankers. They are not supposed to have any type of dealings with you as it relates to your account. It is against the SEC to offer investment and banking opportunities to you. So they create safe harbors. These bankers would like to do business with you but they can't deal with the US person. They will ask you who you are and if you can't show proper status they won't deal with you.

The BC is international. There are securities attached to it. The 14<sup>th</sup> amendment citizen is under Roman civil law (democracy).

So, if we are going to operate persons they need to be private. Which means we need to put status in place to change the type of person so it isn't a US person.

The private person operates in the private sector, where private law dominates (equity). Operating under private law as a private person with the status of a private banker you will have equity/solution/control. The proper entitlement holder must be put in place. This private banker is distinguished from an individual banker. The private person has to merge the accounts.

A "private bank" is the estate associated with the private person/individual. The estate is identified by the COLB (evidence of title). There is a legal person associated with the estate.

But in order to access the estate the status of the legal person/individual has to change from a 14<sup>th</sup> amendment person/individual to a private person/individual.

Therefore, the QIB will want to do business with you because of your private person status.

The COLB has a private and a public aspect. The public aspect is used as a document of identification. The private aspect is international and they cannot disclose that info to you.

**The private person/individual is the uppercase SS trust/legal person that has to be converted from a public US person to a private person/individual.**

Then private banking can be established whereby the BO can receive that which is necessary to receive. And now the estate can be used for the benefit of the BO, which is the entitlement holder.

So, now we know who the banker is and what the bank is. The bank (estate) is already in place so now we just need to put the players in place.

The COLB in the BC trust has been placed in the international market and securitized because it has been considered abandoned property. Because it is abandoned it is put into a CQV trust (BC trust) until the entitlement holder shows up.

So, the BC is a CQV trust. There is value/credit places there due to the fact of abandonment. When the knight went out to fight in war he placed everything in trust under the control of a trustee. And if he didn't return the trustee knew what to do with the property of the benefit of the beneficiary. The problem here with what we are dealing with is that the grantor has not established the control over the private bank (estate) and who the entitlement holder is. So a CQV trust has been put in place to receive the abandoned property and officiated/administrated by trustees to be overseen for the benefit of beneficiaries who are assuming claim over the abandoned property.

If there is a bank (estate) and the legal person is the banker then who is the creditor? Who is the one responsible for putting out value in their public arena? The creditor is the private banker (legal person) via the signature which gives access to the estate. The private person (SS trust) is the conduit via the real man's signature to the estate.

The uppercase SS has a private side and a public side. The private side is always going to the private estate. The public side has an estate/property associated with it but it is receiving its energy and power and credit from the private side. It is up to them (bank in the case of a loan) if they want to convert the credit/value to FRN's.

The estate is not an entity. It is the entirety of the wealth. It is property.

**It comes down to a private person accessing a private estate under private law. Only individuals can do this.**

So, when you come into the public with a driver's license and a traffic ticket occurs they are accessing the private estate by the signature of the creditor, which is the private person on the public side. That grantor on the public side is the creditor, which grants access to the private estate so they can do their monetization.

But when you put the BO in place he now trumps all of this. The BO now controls the private estate. So, the BO is the one able to close the account under the directions of the grantor via title merge.

9/3

The private person/individual is a very powerful position. This position created an exemption and an immunity. But you must grow into this position. There is a lot to learn and you need to embody the knowledge and wisdom.

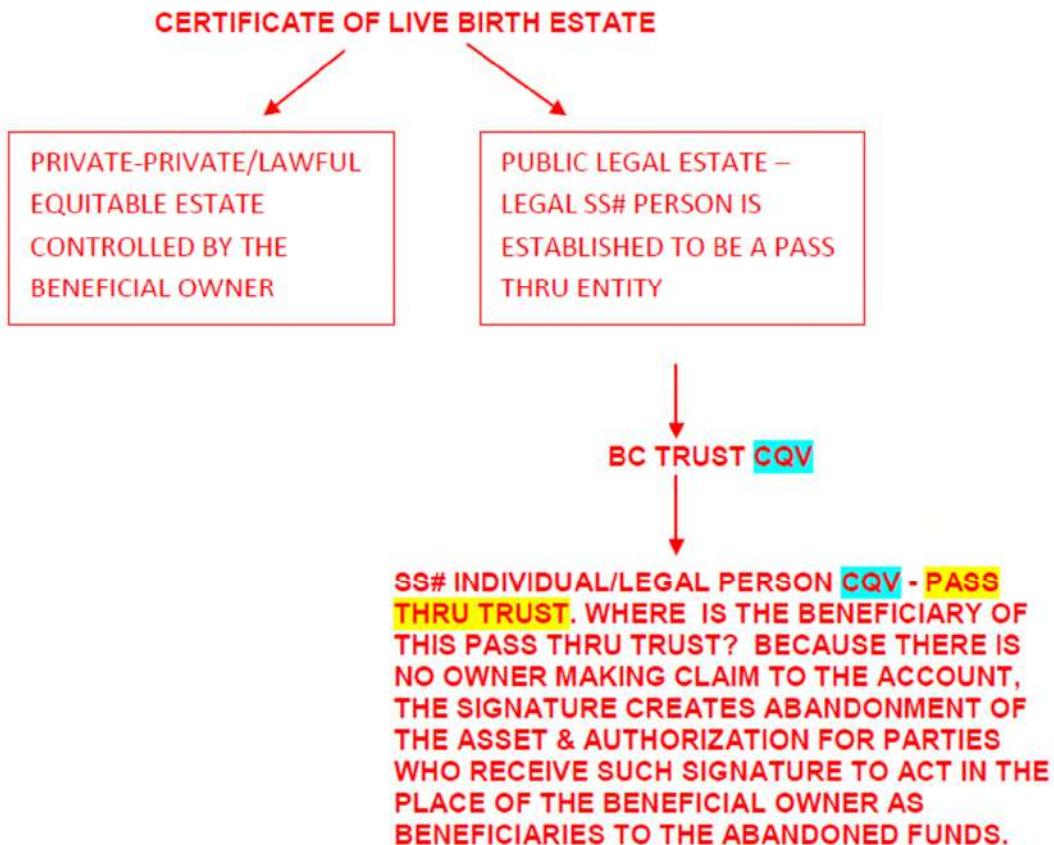
The construed/constructed trusts have been used to separate ownership by splitting title. Is there such a thing as a public/legal estate existing at the same time? Yes there is.

We have two estates. Which estate does the legal person operate in? The public/legal person. So we want to control the legal estate, which is a mirror of the private/legal/equitable estate. The totality of the estate is split between private and public. **On the public side you have public and private but on the private side you only have private.**

When the estate is abandoned the legal side is placed into a CQV trust for the purpose of the beneficiary (SS trust) which holds the charge. The SS trust is a pass-thru but it doesn't act as a pass-thru until you activate it as a pass-thru. There is a withholding and blocking of the SS trust whereby the trustees are blocking the benefit to the true entitlement holder. All because of abandonment.

So, there has to be the establishment that the real man is alive. If he is presumed dead then all the value associated with the estate is presumed abandoned. So, they have to put these things in place for the interest of the public.

The BC/CQV Trust is handling the abandoned property of the estate. And the property of the equitable estate has also been abandoned.



A private person with the appropriate status can control the private/equitable estate. However, on the public legal estate there is also a private person who operates in the private but controls the public legal estate. The legal title always follows the equitable. The legal title is to be transferred under the control of the BO [TRUST].

If the public legal estate is abandoned then the legal person is established for the purpose of controlling the flow coming from the public legal side of the estate. This is why you are asked for the SSN. They need to know which legal person is used to access the estate via the authorized signature. Then the value associated with the estate that is in the BC trust is utilized for the benefit of those who are overseeing this. In order for anyone to access the estate they have to go through the SS legal person via the signature. The SS is the pass-thru where funds are held and passed thru to a beneficiary. And **since there is no BO then anyone can act as the beneficiary.** The SS was created for abandonment used to claim by anyone who wants to act as a beneficiary to access the estate. This is why it is so important for the BO to show up. They are legally using value of the estate for the benefit of the beneficiaries until the BO shows up. It is legal because you gave a signature.

**When you sign you give authorization to create a security, and title, and also abandonment at the same time. The signature creates the asset while at the same time abandons it. (sign with a restricted endorsement)**

Legal ownership is liability unless the legal ownership has been merged into an equitable title. When the merge takes place they call it an "entry" in court. When the entry takes place there has been a merge whereby the liability has been transferred and its no longer there.

In court for a foreclosure when they ask "is this your signature" and you say yes then you are saying that you abandoned the funds. And then you also defaulted on the payment, which is what is what they were charging you to administrate the funds in the first place. When the plaintiff shows up and the legal person is the defendant they have signatures to show that an asset was created and the same signature created a release from the asset side and they construed the SS person to be responsible on the liability side. They can do this because of the signature. This is all admiralty which is based on contracts. The signature is the agreement.

So, people make a big deal about being the creditor. And you were the creditor as the grantor but you abandoned the value and agreed to pay the fees for them to administrate it.

Acquiescence = Abandonment

**To offset the abandonment you have to create a claim by the highest position of the entire estate, which is the Beneficial Owner (BO) as the entitlement holder. He is the one who runs the show. It trumps all of it because the BO was never established as it relates to the pass-thru entity. And the BO has the highest claim.**

So, you could copyright the signature so they can no longer use it to become a beneficiary. But it is much stronger to control the SS/legal person/pass-thru trust. Now you control the flow.

The reason why the SPC doesn't really work is you are only identifying who the creditor is. But the creditor is abandoning everything so there isn't much they can do. The creditor has abandoned their position. After status change you can establish the SPC but you really have to follow all the way through to the real owner which is the BO.

**The signature appointed POA of trustees to operate for the benefit of those who receive the signature as beneficiaries. But the highest of all beneficiaries is the BO.**

Now, in setting up everything the grantor is the most important position because he needs to establish all the positions and the indentures. But once it is all setup you really don't need the grantor anymore. You might use the grantor if there is a small issue out there somewhere. But it's the BO who has the power.

**When the BO comes on the scene with his beneficial interest and transfers the legal title over and merges the title which collapses the trust someone has to get paid.** When a trust collapses that means the account is closed which means recoupment. The one holding the value is the trustee for the benefit of the beneficiaries. But when the true BO comes on the table he snatches that title because the title/value that transferred now has to go to the BO. So the trust has to collapse. **Reversionary interest belongs to the grantor but**

**he should transfer reversionary rights to the BO. So even if there is a breach of fiduciary duty everything goes back to the BO.**

If it is seen that you are operating as the grantor and the BO then it could be considered fraud. They do not like to see one person pulling all the strings. There needs to be arm's length in all of this. This is why we use trusts. This is the importance of the trust network. Everything we are working with is a trust.

If the creditor abandoned something then comes back the next day and says they want it back it is a little like an "indian giver." You can't take something back once you have given it away.

**So we use a trust to operate the office of grantor and another trust to operate the BO, etc. And one man can potentially operate all these trusts as trustees of the trusts.**

**So, the BO can now control the legal person and the flow of the value of the estate in the BC trust. And all the trustees of the BC trust need to listen to the BO for their orders.**

Security interest cannot be realized by the real man, which is why we must use entities (trusts) to be able to recoup the securities.

They have a masterfully designed system to extract value. We are taking what they are doing by using fictions and reverting it. They are the ones that the BC trust in place. They put the legal person in place. But they left out the selection of the BO on purpose. So, they left it up to the legal person to give the signature to authorize the parties to receive and act as beneficiaries in place of the BO.

The plaintiff in a case is coming in as the beneficiary because the defendant/legal person/trustee is in breach of fiduciary duty because they defaulted on the fees for administering the estate. But when the BO shows up he is the highest beneficiary with the highest claim as the entitlement holder.

**9/10**

In order to merge the legal title with the equitable title there must be a breach of trust by the trustee. They are always trying to get you into a trustee position.

**There are two types of breaches.**

1. Breach of fiduciary duty whereby the beneficiary is not receiving the true value it is supposed to receive
2. Breach of trust whereby the grantors instructions are not followed.

# **STOP**

If there is a breach of trust by the trustee either the beneficiary discovers breach or the grantor discovers breach? What happens to the legal title in both cases? There is a title merge either way.

The foreclosure is a merger/collapse. You have the power as grantor to foreclose against them.

There is an interest that the grantor does not transfer by conveyance and that is his reversionary interest. That doesn't go away even though value has been transferred and there is a certain type of interest in property that is gone. **But there is a reversionary interest that kicks in when there is a breach.** **If the grantor who discovers the breach it can easily revert back to the grantor.** If the beneficiary discovers breach it can also revert back to the grantor based on certain provisions. Or it can merge the legal title into the equitable title if the beneficiary is the grantor. No matter which way you go there is a foreclosure. Whether they are foreclosing against the legal person or the grantor is foreclosing against the trustee or the beneficiary who has been established by the grantor is foreclosing against the trustee. **The key is breach of fiduciary duty.**

**In a breach of trust the trust indenture doesn't have force anymore and then reversionary must go back to the grantor or whoever the grantor transfers the right to the reversionary interest.**

If the grantor is the legal person and through the legal person there has been an instrument granted via signature which created title, a security which has become a private instrument. If a reversionary interest has been put in place to revert back due to a breach of performance by a trustee that actually breaches trust then how can a grantor handle the value of the private trust if it is a US Citizen? The grantor creates an entitlement holder (BO) and assigns his reversionary interest to the entitlement holder (BO). We cannot hold onto the reversionary interest as a grantor. We must get rid of it. This is the future AR and AP of the estate that must be assigned to an entitlement holder of your choosing. This **could be** the United States as the BO per 12 USC 95a (2). But you may not necessarily want to use the United States as the BO.

Why would you use the United States as the Beneficial Owner? By making the United States the BO of that particular account there shall be a full acquittance and discharge for all purposes of the obligation of the person making the same; and not person/legal person/grantor shall be held liable in any court. The United States is now on the scene and it now has to shut down. You just turned the United States on them. And now the trustees in breach will be going against the "mothership." And the liability has just been removed from the legal person.

The disadvantages of making the United States the BO

- They don't have to protect your interests
- You are relinquishing control
- You are **giving away value** over to them in exchange for a discharge

But, there are some cases where there may not be any value such as in certain criminal cases. There are certain criminal cases where they haven't really accessed the estate yet. You want to control the account and just dismiss it without trying to collect any value. You can make the United States the BO and let them settle and close it.

The point in this either way is that once the legal person creates an instrument and it has gone international via the Qualified International Bankers (QIB) the grantor/legal person cannot get that interest back. He has to assign the interest to a BO. He transfers the future AR to another entity to receive it.

The key to all of this is to find the breach. There are breaches all over the place. If you find the breach then the reversionary interest kicks in. They recognize the reversionary interest. And you will get yourself into a jam if you try and revert it back to the grantor. It needs to go to another entity that the grantor elects.

9/24

How can a so-called debt instrument be an asset to the legal person who is supposed to be obligated to the performance of such debt liability? How can such instrument be an asset? In other words, how can that liability instrument be an asset instrument to the same legal person in which it is a liability? If I create and sign a promissory note I am the creator of the value. However, there is an obligation on the table that states "in lieu of a loan I have received I agree to pay X dollars per month." How is that liability/obligation an asset? How is the obligation to pay an asset? When the instrument is created such as a mortgage or a promissory note the payment is coming from the estate and the grantor created it by its signature. So, **the creator of the liability instrument is the grantor.** An abandonment took place with the same signature and a liability was created by the grantor but it is evidence of abandonment. There is an obligation on the table. There is value associated with the liability instrument. There is interest associated with the liability instrument. The interest is an interest in property but the property is not the house. **It is actually interest in the liability instrument. Who and what controls the liability instrument?**

Recoupment is recouping the value that came from the estate to fulfill the liability of the instrument and totally bypass the entitlement holder. **Because there is abandonment on the table. Abandonment means there is no claim against the estate which means the legal person is obligated to make monthly payments.** So making payments is evidence of abandonment. And **when status is put in place there is no abandonment of the liability instrument and all that value associated with it is now an asset.**

So, now there are two assets on the table. The original one that was created by the signature of the grantor and monetized on the market and the liability instrument created due to abandonment which is also monetized. Both of them are coming from the estate.

When a signature is given there is an asset instrument on the asset side and there is a liability instrument on the debt side. However, the cloud on the liability instrument is that it really isn't a liability instrument unless there is a change in the status. But with the change in status now you have the entitlement holder that holds and controls the liability instrument which has already received energy from the estate by the permission from the signature.

The liability is a liability only because of abandonment. When the true party comes to table that controls both the asset side of an instrument and liability side of an instrument the true party controls both. Which means the liability that was created by the energy from the estate has to come back to them because they control it.

You have to recoup the value that was withheld/taken as relates to the liability side of this instrument. You can't do that as a 14<sup>th</sup> amendment citizen. It is only an asset to those who have status.

**There is what is called a withholding agent that is withholding both of these values from you.**

In a mortgage before the closing a signature is given. Then at closing there is a promissory note with a signature. Then after that there is a mortgage with another signature. These are three separate values with three separate interests and three separate properties.

**A credit application has value because you gave the signature and permission for credit to be authorized. The moment you put the signature on there they accessed credit from the estate. On the public side they want you to believe you are applying for some credit. On the private side they got some money out of it. If you think about, you applied for credit but where did it go?**

You need to claim the properties. And you need the proper status because it unlocks it whereby your claim can go through. A **14<sup>th</sup> amendment citizen does not allow you to claim anything. It only allows you to grant everything to them. And in exchange for granting credit you receive some benefits.**

So, when dealing with recoupment you are dealing with recouping the value on all three instruments (credit app, promissory note, and mortgage).

The 14<sup>th</sup> amendment citizen is forbidden from doing private banking. They can do some public banking only. The 14<sup>th</sup> amendment is what created the person (personas). When the 14<sup>th</sup> amendment citizen takes benefits it places them in a position of abandonment and puts them under a control of the government. One of those benefits is not private banking. **When you are operating in private banking you know true freedom.**

**So, they access the credits from the estate and go to the Federal Reserve window to collect FRN's and there is a tax liability associated with this event. And they are forwarding this liability back to the 14<sup>th</sup> amendment citizen in the form of monthly payments.** Those monthly payments are only mirroring the mortgage which is mirroring the principal of the promissory note which is also reflective of the credit app. So you got values all over the place that have all been abandoned. **And you didn't know it is all property that belongs under the control of the BO that should be put in place by the grantor.**

Every foreclosure, student loan, car loan, treasury direct, etc. is handled the same way. We have all walked away from a ton of value.

You can see now why they are foreclosing like crazy. They are all assuming the role of the BO and blocking the grantor from establishing the BO. **So, when you bring it to the forefront they know they have been found out and they don't want to deal with you.**

When writing documents you can now focus on where the interest is and make the proper claim. There is a financial interest in every one of those properties. Follow the interest. It is all about interest.

**Whoever has the highest interest controls the instrument, which is the asset.**

In commerce there is duality. There are two upper cases. There is an upper case on the BC and an upper case on the SS and they are two different entities. The only thing that separates them is an account number. **The SS is the one being charged and the value comes from the estate.** A signature gives the permission to access the estate. But the charge has to come from some sort of transgression or something. On a credit app or promissory note or payment they only reference the SS and not the COLB. The uppercase is a pass thru entity. And they know it. The pass thru is the one being charged. The surety has been the 14<sup>th</sup> amendment citizen which is your life and energy. It is supposed to be your estate. **So the record has to be corrected to make the estate the surety for the pass-thru instrument.** **The way to do that is not only by stating by also by controlling every account and every charge going to the upper case by establishing the entitlement holder over each account whereby it can no longer be administered as an abandoned estate without proper entitlement holder (BO).** Without the entitlement holder it opens the door **for them to come in and act as beneficiaries to take and lay claim to abandoned property.** And the way they lay claim to abandoned property is by legal title or a legal complaint or some type of charge from the legal aspect.

The one that created the abandonment was the grantor. He did not assign the entitlement holder (BO). **When the real man expresses that he is alive he activates all the necessary vehicles because it means he is alive and intelligent and so he is the energy in all these entities (grantor, BO, executor, etc.). And if he is living it means all those entities are to be activated/living/initiated. If he is alive and living he is going to correct the record by activating his trust network** and the alignment necessary to claim through those entities all the interest in all the property to be recouped back to the one the grantor has transferred all equitable interest.

**Everything is subservient to the one who has equitable interest.** The problem is there has been abandonment of the grantor. There has been a vacancy of the position to be held by a BO.

To take the debt and go and balance the asset doesn't make sense when they are both assets. The record being corrected neutralizes the debt liability. And the creator of the liability has to recoup the value of the liability. You turn the table on them and make them liable. **When you change the status you make them the debtor.** It is all about changing and working the record. **And if they try and get out of handling their liability they are in breach of duty and trespass.**

Remember, legal title always follows equitable title. This is an ancient teaching. The highest type of beneficiary is a Beneficial Owner (BO). He has no liability even in a liability instrument scenario. The **liability instrument becomes an asset and they are now liable. Which is why this is not found in any books.**

In every single case you look for the signature. Where there is a signature there is interest. If no signature then there is no interest.

10/13

**TITLE.** The **radical meaning** of this word appears to be that of a mark, style, or designation; a distinctive appellation; the name by which anything is known. Thus, **in the law of persons** (*associated with status*), a title is an appellation of dignity or distinction, a name denoting the social rank of the person bearing it (*can also apply to types of status*); as "duke" or "count." So, **in legislation**, the title of a statute is the heading or preliminary part, furnishing the name by which the act is individually known. It is usually prefixed to the statute in the form of a brief summary of its contents; as "An act for the prevention of gaming." (*BLACK'S 4<sup>th</sup>*)

A lot of people have been taught that there were no such things as entities prior to 1933 or the 14<sup>th</sup> amendment which is not true.

A title is normally related to an office. When someone was introduced in the old day they would be introduced as King George or Duke of whatever. But these were actually offices.

When you get back to the de jure you find these dignitaries and offices. Even in common law acknowledges titles which are different offices.

So when dealing with the BO you are dealing with an entity that is activated by the real man in the office of the BO acting as the real owner. When the proper status is put in place they will actually be able to cause them to operate in the de jure constitution of the USA. **Because now you are operating outside of the fictional jurisdiction with a foreign entity which means we can hold them to any oaths under the constitution (state and federal).**

**So now you are dealing with a social rank of the person such as status.**

**Back in the day they were counts and dukes but today it is established in the IRS system. There are actual ranks in the IRS system.**

#### **Title is associated with status**

##### *Real Property Law*

Title is the means whereby the **owner of lands** has the just possession of his property...The union of all the elements which constitute ownership...**The right to or ownership in land.**

Title may be defined generally to be the evidence of right which a person has to the possession of property. The word "title" certainly does not merely signify the right which a person has to the possession of property; because there are many instances in which a person may have the right to the possession of property, and at the same time have no title to the same (as in a usufructuary). In its ordinary **legal acceptation**, however, it generally seems to imply a right of possession also. It, therefore, **appears**, on the whole, to signify **the outward** evidence of the right, **rather than the mere right itself**.

When speaking in a legal sense we are speaking of the outward appearance (colorable) rather than the mere right itself (entitlement holder).

So you have possessory right then you have legal title and also equitable title. The lowest of all is the possessory without any other title.

There is such a thing as a legal title (outward appearance) and lawful aspect of title. Those who have lawful (equitable) title has ability to control the legal title.

**Every right is a title but every title is not a right for which an action lies.**

Whoever has right to the equitable title has control of all titles. But every title is not a right. Someone can have legal title but not have the right to control that which hold the equitable title for which an action lies. **You can have a title but not the highest title and therefore no rights.**

**Every action, petition, or other proceeding has a title** (This includes all court proceedings, IRS proceedings, etc.) which consists of the name of the court in which it is pending, the names of the parties, etc.

Every court case has a title. And you can claim the title of the court case. **The court case is property to the Beneficial Owner.**

**Whoever is bringing the claim (plaintiff) is the one that is assuming beneficial interest until proven otherwise.** So, on a car loan case the plaintiff brings a case against the uppercase as the defendant. The bank is operating as the plaintiff due to the legal person breaching contract. The plaintiff is trying to come in as the true beneficiary with a beneficiary interest. The dispute is in a court and so there is a title on the table. **The title is being administered by the judge of the court as the trustee. The plaintiff as the assumed beneficiary wants the judge to intervene for their benefit because there are damages due to breach of contract.** The attorney is moving for a closure on the title (court case). Who originally issued the credit for the bank loan? It came from the uppercase grantor. The legal title is in the possession of some trustee. We have a court case and the legal title is being administered. The plaintiff is going after equitable title based on breach of the legal title. **But the grantor initiated the original value and not the plaintiff. So it is only the grantor who can claim title on the original loan value. If that is the case the court title is not under the control of the court. It is almost like a “sub-trust” setup under the original trust setup by the bank. It was the real man through the office of grantor with access to the estate that created the line of credit (value).** There is nobody assuming the position of equitable title ownership. It has been abandoned. **So the only thing on the table is the legal title.** And the plaintiff is claiming to have beneficial interest of the equitable title because it has been abandoned. **The entitlement holder is not present so they can do this.** Therefore the title of the case is not controlled because there is nobody there to control. The court title is there as a result of the credit being created with the bank. **So with the proper status/parties in place the true entitlement holder needs to be compensated before there can be a legal proceeding.** How can they move forward with the proceeding when there is value on the table that belongs to the entitlement holder that trumps the proceeding? There must be control of the title in the court.

There is a title of every document out there. Every court case has a title. The title is associate to the case number.  
There is a title associated with the entire court case that must be controlled.

*General*

**Absolute title.** As applied to title to land, an exclusive title, or at least a title which excludes all others not compatible with it; an absolute title to land cannot exist at the same time in different persons or in different governments. (BLACK'S 4<sup>TH</sup>) **A LAND PATENT**

If you put allodial title into a trust you have split the title into legal and equitable and two different persons have title.

**Absolute title to land or any property can exist in the same person. So when a land patent is done you have the absolute title.**

The grantor and the BO can have absolute title. The grantor originally has absolute title (Warranty Deed) before putting it into trust. And the BO is the one that can title merge it to bring it all back together and merge it and it now belongs to him (BO).

If you want to control anything you have to control absolute title and it has to be in the same person.

**EQUITABLE TITLE.** A right (title) in the party (*The Beneficial Owner*) to whom it belongs to have the legal title transferred to him (*The Beneficial Owner*); or the beneficial interest of one person whom equity (*in the private*) regards as the real owner, although the legal title is vested (given immediate, fixed right of present or future enjoyment...clothed with possession; *has* full possession of land or...estate; ...given seisin; ...enfeoff – BLACK'S 4<sup>TH</sup>) in another. See Equitable Estate. (BLACK'S 4<sup>TH</sup>)

The real owner is the one who should have absolute title.

**It is the BO who is the real owner. This is why a mortgage lists the “owners” as tenants. The trustees don’t know where the real owner (BO) is so they have listed their own beneficiaries instead. These beneficiaries have interest in the legal title only.**

In a foreclosure there is a lien and there is a legal title. Where is the legal title? Where is it being transferred from in a title merge? The one who has legal title is not the title company or the DTC or the mortgage. So what is it that has legal title? The legal person has the legal title and has possessory rights because of the legal title. The legal person's name is listed in the deed of trust. You can go to the county recorder and look up the deed of trust and see that the legal person is the legal owner.

The uppercase SS is the legal title holder which means they are a trustee responsible for some payments. The mortgage carries the lien against the legal interests of the legal person. A mortgage is a declaration of a lien. If the mortgage is declaring via contract an obligation then it cannot be lifted until it has been satisfied by the legal person who has legal title. He is liable for making payments back to the beneficiaries.

If the legal person with legal title breaches its obligation as relates to the property that has been secured then there is a breach/trespass on the table by the trustee. And all the agencies such as the court, servicer, title company, etc are keeping records. But the title company is not the holder or owner of this liability. This title is carrying an obligation that xx amount of dollars has to be paid to the beneficiary as AR and it's an asset to the bank, servicer, etc. The problem is what happened to the AP side of the legal title? Nobody has claimed it. If there is a value that is to go out there has to be a value that comes back. The only one who can claim that value is the Beneficial Owner. He claims the AP side of the legal title. There is zeroing out of the books.

There is what is called a withholding agent who is holding the AP from zeroing out.

On the legal side on the public there is AR and AP. On the equitable (private side) there is also value.

The legal title holder is the uppercase individual. All other entities are recording this position of title. So when the property is sold the legal title transfers from one party to the next and the deed of trust records this. So the deed is in the name of the uppercase individual.

It is the uppercase that is responsible for the obligation based on the deed and the mortgage and even on the promissory note. They attached a lien against the house so it cannot be sold unless the lien is satisfied. On the legal title there is a legal obligation and legal lien. The legal title has an AR and AP. The AR is an asset to the beneficiary of the legal title. Where is the balancing of the books as relates to the legal title whereby the legal lien can be removed? You have to control the AP on the legal title. It has to be balanced out with the AR. Therefore the lien can be removed.

**The one who is to control the legal title is the grantor.** His name is the one that is listed on the title. How does he correct the record of the legal title? It is written on the deed who has legal right to the property. Which means there is an obligation to be paid to be able to maintain the administration of the legal title. So there is a monthly contractual relationship on the table and there are beneficiaries that are being put in position by the record keepers. **The trustees are entities like the DTC, Title Company, mortgage company, servicer, etc.** but the service is the one that is trying to move. But of all the trustees the most important one is the legal person. This is why it is so important to resign the legal person as trustee as far as the IRS is concerned on the Form 56. But there is still a contract on the table. How do you balance the books? You balance the AR with the AP. The legal person is the one to correct the books and transfer the legal title to the holder (BO) of the equitable title (or he can transfer the interest in the AP and the BO can balance the books) and therefore it is merged in one person and there is absolute title. The real owner (BO) is the one who received legal title. Without the BO they have to go to court to receive the equivalent of what the BO receives. That is why they foreclosed. Which is why after the foreclosure they have to go back to court to take possession of the property because they don't have full possessory rights. The one in the property listed as holder of legal title still has some possessory rights which needs to be dealt with.

**But when the BO comes on the scene it is an equitable issue and not a legal issue but the legal title needs to first be cleaned up by the grantor. So the grantor assigns the AP over to the Beneficial Owner because he cannot receive it because he gave it up with no instructions.**

Since the grantor abandoned it the so-called mortgage moves from the bank to the servicer. They have elected the servicer to be the beneficiary. The AP on the legal title whereby the legal person has control of the legal title is an asset to the grantor. Which means this is value that is supposed to come back to the grantor but he gave it away. But he can make a correction for it to be directed to the entitlement holder.

The grantor assigns the AP interest which is the full value of the promissory note to the BO. The BO then goes and claims at property of the estate belonging to him which is supposed to zero out and balance the books on the legal side.

The grantor transfers his interest in the legal title (value) to the Beneficial Owner. The BO then takes it to balance the books. The lien has to be removed now.

**The moment the BO comes on the scene legal title belongs to him although legal title was vested in another. And the construed beneficiaries need to be terminated.**

"[A] legal estate was a right in rem, an equitable estate a right in personam, that is to say, the former conferred a right enforceable against the whole world, the latter one which could be enforced only against a limited number of persons." G.C. Cheshire, Modern Law of Real Property 54 (3d ed. 1933).

Note: This meaning pursuant to public policy and has nothing to do with the original definition presented in Black's 4<sup>th</sup> edition.

There are two names that look like the real man (SS and BC) and they are both associated with the real man. The only difference between the SS and BC is the account number. They are both trusts using the same name. The agents (government, pretender lender, etc.) are working on behalf of the grantor which is the name of the BC. **When the signature is given it is**

**authorizing the estate value to be transferred to a trust whereby the upper case SS is the trustee on the legal side AR for the benefit of the elected beneficiaries set in place by the other trustees whereby the legal person doesn't even know who they are and that they are a trustee.**

They demand the SS number because they are charging it against the value of the uppercase name whereby a signature was placed there giving permission for value to transfer into a trust account whereby the trustee of the main number one operating trustee is the uppercase SS. So you have the estate where all the accounts are setup giving value and transferring from the estate charging the trust that is associated with the SS. The first trustee of that trust is the uppercase individual. There are other trustees but the uppercase is the one responsible for overseeing the liability while the other trustees are on standby. But because he doesn't know what he is doing that do a coup against him and they establish other beneficiaries to receive the benefit of the first trustee being in breach of trust. And the other trustees are turning states evidence against the first trustee. The bank, withholding agents, court, and title company all going against the first trustee and making sure the beneficiaries are getting paid.

Not only are they getting paid from the estate when they foreclose but they are also investing the **court bonds on the market and getting returns.**

The same estate can become the surety of the monthly installments. There is nothing in trust law that says the estate of the grantor can't be the surety for an obligation of the first trustee. So we need to correct whereby we are controlling the surety. So the grantor can say we don't want it to be the surety or the BO can say we want it to be the surety but this is what we want.

The grantor can rebut that the estate will be the surety. The grantor is really not the SS person. The grantor is the uppercase associated with the estate. There is a designation for that type of position of grantor. That grantor is a trust. The trust is the BC. The estate is the value in the BC. So the BC grantor is a trust.

The national debt is a farce. They are looking at the AR that are debts to them and have nothing to do with the AP or the value they have extracted from all our estates and all the investments.

Only 14<sup>th</sup> amendment citizens are effected by the national debt.

There are two types of foreigners. There are foreigners who are private and foreigners who are public. The national debt only effects the public foreigners. Why would a private foreigner even hold a bond when they have this knowledge?

There are a lot of foreclosures and abandonments out there to acquire for those who know.

10/27

## INTEREST.

### Property

The most general term that can be employed to denote a property in lands or chattels [real property = immovable property such as land, anything growing on the land, fixtures attached on land; personal property = that which is movable such as car, clothes, furniture, everything subject to ownership. In respect to property, real and personal correspond very nearly with immovables and movables of the civil law. Guyot, Repert. Biens" (BLACK'S 4<sup>th</sup> pg 1383)]. In its application to lands or things real, it is frequently used in connection with the terms "estate," "right," and "title," and, according to Lord Coke, it properly includes them all. Co. Litt. 345b. State v. McKellop, 40 Mo. 185; Loenthal v. Home Ins. Co., 20 So. 419, 112 Ala. 116, 33 L.R.A. 258, 57 Am.St.Rep. 17. (BLACK'S 4<sup>th</sup>)

More particularly it means a right to have the advantage accruing from anything; any right in the nature of property, but less than title; a partial or undivided right; a title to a share. (BLACK'S 4<sup>th</sup>)

*Absolute or conditional.* That is an absolute interest in property which is so completely vested (given immediate, fixed right of present or future enjoyment...clothed with possession; has full possession of land or...estate; ...given seisin; ...enfeoff – BLACK'S 4<sup>th</sup>) in the individual that he can by no contingency be deprived of it without his own consent. So, too, he is the owner (Beneficial Owner) of such absolute interest who must necessarily sustain the loss if the property is destroyed. The terms "interest" and "title" are not synonymous. A mortgagor in possession, and a purchaser holding under a deed defectively executed, have, both of them ("interest & title"), absolute, as well as insurable, interests in the property, though neither of them has the legal title. "Absolute" is here synonymous with "vested," and is used in contradistinction to contingent or conditional. (BLACK'S 4<sup>th</sup>) INTEREST IS ONE TYPE OF PROPERTY & TITLE IS ANOTHER.

*Absolute.* An interest that is not subject to any conditions. (BLACK'S 3<sup>rd</sup>)

Raw Land (immovable land) sitting out there without a colorable title (land owned by the original natives) and there is no claim of ownership on the land is considered real property.

If I now have a claim on this land due to a title on this real property (US de jure land patent, which is an allodial title) is also considered real property.

Where does personal property come into being? It happens when ownership comes on the table by some trust. That ownership is transferrable. It is title to a thing or a claim of ownership to that land patent that is carrying a title. That ownership is associate with personal property which is something that belongs to a person.

Personal property is property that belongs to a person. Cars, Clothes, furniture, everything subject to ownership that belongs to a person.

Whenever something is associated to paper there is de jure and defacto paper. The real paper and the colorable paper. Land paten is de jure (real). It is foreign to the colorable paper. There are two kinds of paper. Two kinds of title.

**A land patent is an allodial title associated with an organization that is de jure before the 14<sup>th</sup> amendment.** So there is a title associated with an entity in its de jure state which means the title can be owned. Ownership of that title can be transferred. So there is a personal aspect of the real property.

That portion that is transferrable is personal property. And **a foreclosure is all about getting you to give up your personal interest in property. They move the BO out of the way and take the position of the BO.**

**Property = a right to have the advantage accruing from anything.**

**"interest" and "title" are not synonymous. Just because you have title does not mean you have interest. Just because they have legal title doesn't mean they have interest as BO to foreclose.**

If you claim ownership as a 14<sup>th</sup> amendment citizen you are actually assuming trusteeship and taking on all the liability attached to the title. So now you are the debtor and surety.

Only the BO can have true ownership and privileges without liability.

**BENEFICIAL INTEREST. Profit, benefit, or advantage** resulting from a contract, or the ownership of an estate as distinct from the legal ownership or control (By Trustees). When considered as designation of character of an estate, is such an interest as a devisee (*The person to whom lands or other real property are devised or given by will*), legatee (*The person to whom a legacy is given*), or donee (*a trustee or a beneficial owner - one who is invested with or given the power of appointment i.e., the power to dispose of someone else's property*) takes solely for his own use or benefit, and not as holder of title for use and benefit of another (Such As A Pass Thru Entity). (*BLACK'S 4<sup>th</sup>*)

Difference between ownership of an estate versus legal ownership. Legal ownership entails liability. Legal ownership there is some type of lien or title associated that is pointing to some form of liability. **Ownership of an estate is when the legal and equitable estates are merged and there is an allodial title and there is no liability.**

One who has this type of ownership has more responsibility to ensure the legal aspect has been handled.

**Interest is associated with ownership in some type of property.**

**Interest = Ownership**

**Interest is one type of property and title is another.**

**INTEREST = PROFIT, BENEFIT, ADVANTAGE RESULTING FROM A CONTRACT, OR OWNERSHIP**

**LEGAL INTEREST = PROFIT, BENEFIT, ADVANTAGE RESULTING FROM A CONTRACT, OR OWNERSHIP**

**BENEFICIAL INTEREST = PROFIT, BENEFIT, ADVANTAGE RESULTING FROM A CONTRACT, OR OWNERSHIP = ENTITLEMENT**

**The only way to control the beneficial interest is to be in the position of beneficial ownership. The only way to control the legal interest is to have legal ownership. And legal ownership always follows the beneficial ownership.**

"Equitable estates" are **in equity** (*in the private*) what legal estates are in law; the ownership of **the equitable estate** is regarded by **equity** (*in the private*) as the **real ownership**, and **the legal estate** is, as has been said, no more than the shadow **always following the "equitable estate," which is the substance**.

Trustees have the liability to control the legal ownership of a thing. Which means the title of a car can be controlled by the trustee of the legal ownership. Which if by chance the BO has not been elected and he has not identified the type of property that he has control over or ownership over which is completely separate from the legal but yet this legal is supposed to follow the substance. If there is no BO then he is giving up interest. There is no expression or claim of ownership. Claim of ownership is a statement of interest.

If the grantor has not appointed a BO then there is no beneficial interest interest on the table and there will be a BO appointed by the trustee that recognizes the BO is not there. **So the trustee will work in harmony with the pretender lender acting as beneficiaries that have a legal interest in the legal title. But they are not BO's. They have to go to court to get beneficial interest established as a beneficial owner. This is why they go to a legal court because they have a legal interest associated via contract. They have put themselves in position where they can do one thing.** They have legal ability to reap the benefits of ownership because they are not the BO of it. It has been abandoned. So they have to go to court to obtain entitlement. That is why a foreclosure takes place. They still have to take possession of the property because there are still benefits associated with the BO.

**BENEFICIALLY ENTITLED.** Having title legally or having it equitably, so as to reap the benefits of ownership. (*BALLENTINE'S LAW DICTIONARY*)

**ENTITLE.** In its usual sense, to entitle is to give a right or title. To qualify for; to furnish with proper grounds for seeking or claiming. (*BLACK'S 4<sup>TH</sup>*)

**BENEFICIAL USE.** The right to use and enjoy property according to one's own liking or so as to derive a profit or benefit from it, including all that makes it desirable or habitable, as light, air, and access; as distinguished from a mere right of occupancy or possession. Such right to enjoyment of property where legal title is in one person while right to such use or interest is in another. (*BLACK'S 4<sup>TH</sup>*)

In every account there is such a thing as beneficial use, there is beneficial entitlement, there is property associated with the BO that is both personal and real property. The Beneficial interest is the **PROFIT, BENEFIT, ADVANTAGE RESULTING FROM A CONTRACT, OR OWNERSHIP = ENTITLEMENT.**

To entitle is to give a right or title.

So the grantor, trustee, executor and BO can give a right or title.

If a grantor goes before a trust he is giving right and title over to a trust and it has been split into legal and equitable. He has the right to give right and title away to be administered.

The trustee can now give up its legal right and title.

The BO or beneficiary can give up its right and title. But the beneficiary cannot give up right to legal title because they don't hold it. They can only give up the beneficial aspect.

The ability to give rests in the entitlement holder or the one that has the right to give.

When they receive the right or title there is an interest. The interest is *PROFIT, BENEFIT, ADVANTAGE RESULTING FROM A CONTRACT, OR OWNERSHIP*.

In a foreclosure the one that has right to give has given it away. They are giving away right and title away to the one with beneficial interest. They are allowing through the signature the putting in position of other entities to become beneficiaries.

To be beneficially entitled means they have the right to give it away (abandon).

If I walk away from something I have a right or title to I am giving it up or abandoning it. Meaning I am giving up the grounds for making a claim.

If I am entitled I am one who is able to furnish proper grounds of such interest of *PROFIT, BENEFIT, ADVANTAGE RESULTING FROM A CONTRACT, OR OWNERSHIP* in such entitlement or property.

#### Pass Thru Entity

The pass thru entity is the individual SS trust. This the entity that is being charged for everything. This is the entity that the IRS has setup as the pass-thru entity. It is the pass-thru entity that they use to block and withhold the value that they extract from the estate. They are charging the SS trust. **There is a withholding agent blocking it from going to the benefit of the grantor interest. It is being redirected to the beneficiaries who are taking the position of the BO who was never appointed in the first place by grantor.**

**Charge.** There is value being placed into that entity. Something is being deposited into the account of the SS person. The value that is supposed to offset the claim. The claim is the check but there is no charge to it. It is what is owed. So the claim has to come forth and the charge is there. It needs to be redirected. And the only way it can be redirected is the legal person has to be reclassified or someone has to assist that person with redirecting the charge. The charge is coming from the estate (value). The charge goes into the individual SS trust as a positive or deposit. But because the legal person has not been designated for the legal person how the charge is to be handled it is considered abandoned property. So now the charge can go to the court and any other beneficiary on the table. And the physical body is held as surety for such charge. The charge is gone. The body is held as surety for the claim. They deposited something into the account that needed to be paid. So the claim is whatever they bring to the table (as plaintiff) and they want some of that money back. Now they got a body that they can create bonds against or any other instrument and sell it.

Every crime is nothing more of a way in which commerce can operate.

So the charge has a value associated with it which comes from your estate which is the original investor. They can't do anything without you. They have to get permission to create these credits (value).

The pass thru entity is the SS individual but it is not to be the one who receives any value. When an account is opened up the grantor is the SS individual. And we know the value came from the SS individual to open the account and there is a split title. There is value on both the legal side and equitable side. But on the equitable side the grantor never elected the true BO of his choosing and so it has been abandoned. So now on the table they (plaintiff) are standing with interest in the legal title because there is a lien out there on property until which the contractual relationship is paid off. They already know that the interest and value came from the legal person but they know the legal person cannot receive the value back. In order for the system to work for the benefit of the grantor no value can come back to the grantor. They have established the trustees (banks, title companies, etc.) have established beneficiaries entities other than the legal person. You cannot have the legal person that opened the account to be the BO/entitlement holder. It can only be the pass-thru.

In their system they are beneficiaries which are different than the individual which is on the public side. On the public side you are giving up the private entitlements that are due back to the grantor but the grantor cannot receive it directly. The only thing the grantor can do is to be the agent that receives the charge. The charge is entering into the legal persons account but the legal person cannot receive it because it is only a pass-thru. That's why it is called a transmitting utility in the UCC and the IRS calls it a pass-thru.

The pass-thru entity is charged with a crime. The crime has a time of trespass against it and a commercial value associated with it. The value comes from the estate and they have invested it and making serious money on it. The claim which is the indictment or the check which has been deposited which is the debt that is owed. The debt is sold on the market while the physical body is held as surety while the debt is paid for by its selling on the market. So that is the time associated to the claim.

The charge is the value coming from the estate

The claim is the so-called debt that is being deposited.

The charge and the debt have to merge. And that is a title merge. One is equitable and one is legal.

The charge is equitable and the claim is legal.

The one with the Beneficial Interest has the highest position and is supposed to control the charge. The charge came to the legal person but there is no BO there to handle it. So they have to use their own entities to step in with beneficial interest but there has to be a court proceeding (hearings, trials, etc.) to grant beneficial interest to utilize the charge that has been deposited. But they are not getting the charge over for the benefit of the real man. It is like a promissory note monetized and fractionalized. But the claim is the note. It has the mortgage associated with and it is the one that bonds the physical body.

**So if you get it straight with the BO you can control a lot of accounts out there and you don't have to teach anybody how to do it. You just start dealing with it.**

**The charge and the claim must merge and the BO is the only one that merge it and settle the account.**

**BENEFICIAL POWER.** A power which has for its object the donee of the power (*a trustee or a beneficial owner - one who is invested with or given the power of appointment i.e., the power to dispose of someone else's property*), and

which is to be executed solely for his benefit; as distinguished from a trust power, which has for its object a person other than the donee, and is to be executed solely for the benefit of such person. (BLACK'S 4<sup>TH</sup>)

**Donee.** The one who is supposed to be receiving. Has beneficial power.

**OWNER.** The person in whom is vested (given immediate, fixed right of present or future enjoyment ...clothed with possession; *has* full possession of land or...estate; ...given seisin; ...enfeoff – BLACK'S 4<sup>TH</sup>) the ownership, dominion, or title of property; proprietor. He who has dominion of a thing, real or personal, corporeal or incorporeal, which he has a right to enjoy and do with as he pleases, even to spoil or destroy it, as far as the law permits, unless he be prevented by some agreement or covenant which restrains his right (such as when title is split between legal & equitable titles as in trusts & filings/recording). (BLACK'S 4<sup>TH</sup>)

The word is not infrequently used to describe one who has dominion or control over a thing, the title to which is in another. (BLACK'S 4<sup>TH</sup>)

What can prevent an owner from doing what he pleases with that which he has equitable/beneficial interest is if title was split. Now there is an owner of the legal title and an owner of the equitable title and there is no longer allodial title. So things have to be done a certain way to bring the titles back together.

**Vested.** given immediate, fixed right of present or future enjoyment ...clothed with possession; *has* full possession of land or...estate; ...given seisin; ...enfeoff – BLACK'S 4<sup>TH</sup>.

So for a legal owner they have an immediate and fixed right of present or future enjoyment in which the legal title can award them. They cannot apply to a legal owner who does not have equitable title.

**If one has legal title how does one get control of equitable title? By getting the one who has equitable title to abandon it.**

**EQUITABLE OWNER.** One who *is* recognized in **equity** (*in the private*) as the owner of property, because the real and beneficial use and title belong to him, although the bare legal title [Bare legal title occurs when someone has a purely legal, but not **equitable, ownership interest** in an asset. If a person holds title in their name but **has done nothing to contribute to the value (SUBSTANCE) of the asset**, that person may be found to hold no equity in the asset] is vested in another, *e. g.*, a trustee for his benefit. One who has a present title in land which will ripen into legal ownership upon the performance of conditions subsequent. There may therefore be two "owners" in respect of the same property, one the nominal (legal ownership existing in name only; not real or substantial (VALUE); connected with the transaction or proceeding in name only, not in interest – NO VALUE WAS CONTRIBUTED) or legal owner(appearance of title), the other the beneficial or equitable owner. (BLACK'S 4<sup>TH</sup>)

**The word equitable owner is the same as beneficial owner.**

There can two owners on real property and there can be two owners on personal property. One owner didn't contribute any value or substance and the other one did.

There is a legal interest and an equitable interest. The difference between them is there is nothing contributing to the value of the asset.

In a mortgage the equitable owner created the value for the mortgage. The grantor contributed the value. But now he has to appoint the equitable/beneficial owner who has been given all the benefit of equitable interest and ownership in that property.

If a person holds title in their name (such as the bank) but the bank has done nothing to contribute to the value of the asset then that person may be found to hold no equity in the asset. So that means the value placed in the promissory note or to the charge against the individual has been done so by the contributor/grantor. So there has been value contributed to an asset. A legal title can be created and established whereby no value from the entity holding the legal title has contributed to it. Yet legal title can be held by and through contract of an entity who places a lien against the legal title until such property has been paid for/offset.

The bank has put nothing up so they put in no value. The asset came from the grantor and supposed to be transferred to the BO. The BO has not been appointed by the grantor. So the value is abandoned. Now because of the duality of the signature the credit that was created was also abandoned. Which gives authorization for the trustees through contract to define beneficiaries. So the value of the asset now can be transferred to the trustee appointed beneficiaries. Once the court grants the final charge in favor of the beneficiaries they now take beneficial ownership of said property on the public side.

The reason they are on the legal side is because they put in no value. They put in no substance. The substance is the value. The value came from the entity who created it. But they created everything whereby the creator cannot receive the value back. It has to go to a pass-thru where it can be charged and then redirected from there to a beneficiary.

A grantor opens an account (trust) and there is a trustee of the trust. In the account there is a beneficiary but the grantor never elected him. The grantor placed value in there for the trustee to oversee for the benefit of the beneficiary. **The BO has not been put in place but a substitute beneficiary has been put in place by default or elected by a trustee to receive the real value.** The real value never goes directly from the trustee to them. It always goes to a pass-thru before it goes directly to the beneficiary. That is the way the system works.

**Anything taken directly to a beneficiary or grantor without going through a pass-thru will not work. This is why people are getting into trouble. It is fraud to operate any other way than through a pass-thru.** They operate this way too because it is the way it has to be according to their system.

**When a plaintiff wins a case that value is coming from a pass-thru. There is a pass-thru either by a CQV trust or the upper case. It is never to go back to the grantor. Then from the pass-thru to the BO and then from the BO to a beneficiary.**

In many cases when they are charging the account (not opening an account) the estate (not the SS individual) is the grantor/investor which takes the value and puts it in behalf of the SS persons account. So the SS person is taking this value but cannot use it. It is just credit (entry on the books). The SS person cannot convert it to FRN's. It needs the money changers to convert its value into FRN or some other type of money.

In the process of offering a signature for a "loan" or credit card that same signature has given the right for the SS person to be charged from the estate. It is an entry to be used for their benefit. And that same signature creates a liability on the AP side to that entity and at the same time creates an abandonment of the credit that was issued. So now the obligation has to be paid. There has been a split in title but they transferred the liability to the SS person (pass-thru) to be trustee although we know that same pass-thru was supposed to be the grantor but yet it is the one that carries the charge that it got from the uppercase estate.

Because of the signature the pass-thru is responsible for the obligation as trustee but he also gave up the charge. It is definitely not the beneficiary but it gave up the charge and accepted an obligation to pay what the trustees should be doing.

If the trustee is carrying the obligation and that same trustee is the uppercase how can you go in there and make a claim by the same entity that is the trustee that you are the beneficiary. That is bank fraud. You tried to collapse the trust by beholding both interests. **This is why people got in trouble with the 1099-OID.**

They use the SS pass-thru simply to receive the charge so it can be passed on to their beneficiaries through legal process they can lay claim to and have beneficial interest to.

**BENEFICIAL OWNER.** 1. One recognized in **equity** (*in the private*) as the **owner** of something because use and title belong to that person, even though legal title may belong to someone else; esp., one for whom property is held in trust (such as a beneficiary). (*BLACK'S 3<sup>rd</sup>*)

**Even if there is a legal owner on the table who is holding title to property that may belong to someone else such as a plaintiff in a court case this BO trumps it.**

They got interest in legal title and there is a court case on the table pursuing the default on non-payment for one for whom property is held in trust. **When the BO comes it is recognized in equity as the true owner. When the BO comes to the table everything is subservient to the BO.**

Blacks dictionary is black because it is coded. You see it but you don't see it.

**General and beneficial owner.** The person whose interest is primarily one of possession and enjoyment in contemplation of an ultimate absolute ownership;—not the person whose interest is primarily in the enforcement of a collateral pecuniary claim (requiring the enforcement of payment of money as it relate to the legal title), and does not contemplate the use or enjoyment of the property as such. (*BLACK'S 4<sup>th</sup>*)

**General Owner.** One who has the primary or residuary title to property; one who has the ultimate ownership of property. (*BLACK'S 3<sup>rd</sup>*) One who has both the right of property and of possession. (*BLACK'S 4<sup>th</sup>*)

**Note: Must first gain interest & control by becoming the entitlement holder as QUALIFIED BENEFICIAL OWNER.**

You cannot just go out there and do this. This has to be established a certain way in the IRS system. If you don't do it right you can go out and make claims and jam yourself.

## **BENEFICIAL OWNER**

### **What It Is:**

The **beneficial owner** is the individual or entity that enjoys the benefits of owning an asset, regardless of whose name the title of the property or security is in.

### **How It Works/Example:**

*Beneficial ownership* commonly refers to two situations:

1. Under **U.S. securities law**, a beneficial owner enjoys either sole or shared power regarding voting rights in a stock. According to the SEC, this right extends to include stock or securities owned by one person even if the title is held by another person or entity.
2. **Beneficial ownership can also refer to a situation where an individual or entity holds the right of ownership even if the stock is registered with another entity, such as a brokerage house.** In this case, while the brokerage firm is actually shown as the holder of the security, shares of stock in Company ABC via a brokerage house. Even though the stock is recorded under the broker's name,

For example, Bob is the beneficial owner. (<http://www.investinganswers.com/financial-dictionary/stock-market/beneficial-owner-2014>) **the investor is the beneficial owner.**

You have two things on the table. You have the BO who can enjoy and even if stock is owned by some other entity title is in the hands of another entity this BO can still enjoy certain rights. In this case voting rights in a stock. In this case the BO is considered an investor.

You have what is called a withholding agent which is one thing. And you also have an investor which is another. There is value on both sides. The above is talking about after something has been securitized or monetized. When you are dealing from this perspective the BO as relates to any value that has been securitized or monetized that BO is the investor.

Grantor (SS individual) creates the value. The trustee holds legal title but put no value in it. But by the signature of the grantor offered uses the signature of the **grantor (so-called pass-thru entity) is now the trustee because it abandoned its position and accepted trusteeship by performance. However, when the right opportunity avails itself to the grantor he realizes he needs to change his status and that he needs to put things in place. So he appoints the BO. But prior to the BO there are withholding agents in place that operate to withhold the value from getting back to its source.** So its placed into a pass-thru entity which is the SS individual not operating trustee but acting as a pass-thru and it is not a beneficiary. In this pass-thru entity there are withholding agents directing where the charge should go **but its not ever supposed to be disclosed that it can utilized for the interest that originally created the value.** Although the value cannot go directly back to the grantor it supposed to be for his interest. But it isn't setup that way. So the charge is being directed and accessed. That pass-thru is nothing but an account just sitting there. The SS person is an account and when a charge comes in it is sucked right up. **When the credit card application goes through they suck it right up. And the poor little grantor who has been deceived into operating as trustee gets nothing but usage as it relates to liability benefits.** So there is value that is being withheld that needs to be released.

When the BO comes on the scene now he has to go back and reclaim this stuff. Not have these assets been monetized behind these withholding agents there is also value associated to the CUSIP. Because the BO is also the investor. The same BO that controls the withholding agents now is the investor of everything. This includes all the interest in the BC. All the interest and value that is associated with the SS. You really don't want to mess with the principal just the interest on the securities. **Messing with the principal can actually disrupt the economy.**

The BO is the one that invested the value. It came from the estate whose BO's name is listed as the owner of the estate and the one who is supposed to enjoy the use of such property. He is the one that has the right and possession of such property. He is the one in whom enjoys possession and enjoyment.

What is so enjoyable about a Birth Certificate? The value has been created by the grantor and the grantor appointed the BO and corrected the record and all the interest is supposed to go to the BO. The BO is considered the investor even though the BC, **the driver's license are all in the brokerage house or traded somewhere else showing that the holder is some other firm. The BO is still the investor of it. That means this value is supposed to come back home to the BO.**

#### **BENEFICIAL OWNER REFERENCED, BY POMEROY**

Wherever the books or the courts speak of "equitable estates," either in land or in chattels, as held by a person, there are in reality equitable real rights, rights in rem, rights of property, in the land or chattels, different from or additional to the rights arising from the same facts which the law confers upon the same party. The kinds of degrees of these equitable rights of property are

numerous, ranging from the most complete, **beneficial ownership**, simply wanting the legal title, through various grades to mere liens; the special rules concerning them constitute an important part of **equity (private) jurisprudence**. (*Pomeroy Equity Jurisprudence, section 105*)

Every person competent to make a will or enter into a contract has the power to dispose of his property by creating a trust...obviously a person who has no title or interest in the property can create no trust therein...where the legal title to property is already held by one person for the benefit of another (a beneficiary), the power to declare a further trust resides in the BENEFICIAL OWNER. (*Book 89 C.J.S. Trusts section 23*)

Pomeroy is an authority and his words are used in courts today.

**USE**, n. A beneficial ownership recognized in **equity (in the private)**. (*BALLENTINE'S*)

**USE**, v. To make use of, to convert to one's service, to avail one's self of, to employ. (*BLACK'S 4<sup>TH</sup>*)

**So if you want to use any account you only can use it if you are the beneficial owner in the private.**

**USE**, n. A confidence reposed in another, who was made tenant of the land, or terre-tenant, that he would dispose of the land according to the intention of the *cestui que use*, or him to whose use it was granted, and suffer him to take the profits. A right in one person, called the "*cestui que use*," to take the profits of land of which another has the legal title and possession, together with the duty of defending the same, and of making estates thereof according to the direction of the *cestui que use*. (*BOUVIER*)

**You do not want to collapse these monetized instruments in their financial system (big problem).** You just want to control the interest on them. The investor is the BO. That same BO that is going to direct the value from the withholding agent is also the investor on the flip side of any of the values that they created up on the market. So you gotta get a return. The return is interest. Look at the mortgage. What is the interest that is calculated on the mortgage? That is a return that is to go to the BO.

**Whoever has legal title doesn't matter. If the BO is in position he can take use of the profits of the land where the legal title is tied up. So that means the withholding agents have to move out of the way.**

Uses and trusts are not so much different things as different aspects of the same subject. A use regards principally the beneficial interest; a trust regards principally the nominal ownership (*legal ownership existing in name only; not real or substantial; connected with the transaction or proceeding in name only, not in interest*). The usage of the two terms is, however, widely different. The word "use" is employed to denote either an estate vested (given immediate, fixed right of present or future enjoyment...clothed with possession; *has full possession of land or...estate; ...given seisin; ...enfeoff* – *BLACK'S 4<sup>TH</sup>*) since the statute of uses, and by force of that statute, or to denote such an estate created before the statute as, had it been created since, would have become a legal estate by force of the statute. The word "trust" is employed since that statute to denote the relation between the party invested with the legal estate (whether by force of that statute or independently of it) and the party beneficially entitled, who has hitherto been said to have the equitable estate. (*BLACK'S 4<sup>TH</sup>*)

When dealing with uses you are also dealing with trusts.

#### *Civil Law*

A right of receiving so much of the natural profits of a thing as is necessary to daily sustenance. It differs from "usufruct," which is a right not only to use, but to enjoy. Right given to any one to make a gratuitous use of a thing belonging to another, or to exact such a portion of the fruit it produces as is necessary for his personal wants and those of his family. (BLACK'S 4<sup>TH</sup>)

#### *Conveyancing*

"Use" literally means "benefit;" thus, in an ordinary assignment of chattels, the assignor transfers the property to the assignee for his "absolute use and benefit." In the expressions "separate use," "superstitious use," and "charitable use," "use" has the same meaning. (BLACK'S 4<sup>TH</sup>)

#### *General*

**Cestui que use.** A person for whose use and benefit lands or tenements are held by another. (*This term, in its vulgar acceptation, is only applied to houses and other buildings, but in its original, proper, and legal sense it signifies everything that may be holden, provided it be of a permanent nature, whether it be of a substantial and sensible, or of an unsubstantial, ideal, kind.*) Thus, *liberum tenementum*, frank tenement are held by another. The latter, before the statute of uses, was called the "feoffee (*He to whom a fee-ESTATE/ESTATE INHERITANCE without condition is conveyed – BLACK'S 4<sup>TH</sup>*) to use," and held the nominal (*legal ownership existing in name only; not real or substantial; connected with the transaction or proceeding in name only, not in interest*) or legal title (*appearance of title*). (BLACK'S 4<sup>TH</sup>)

You have a beneficiary and they are to have use and benefits to land. But the property is held by another in a nominal legal title. So a trustee is controlling nominal or legal title. Cestui que use is the beneficiary who is using or can use the benefit of the land or whatever value held in trust by another.

If they come as plaintiffs and there is abandoned BO on the table the cestui que use can apply to their benefit. It is abandoned property so the use and benefits held in trust by another under legal title can be used for these plaintiffs (so-called beneficiaries).

**POMEROY ON CESTUI QUE TRUST.** "In the case of a trust created in lands, **the estate of the cestui que trust is purely an equitable one, of which law courts refuse to take cognizance.** He is therefore always entitled to the aid of a court of **equity** (*private court*) in establishing, maintaining, and enforcing his estate according to the **nature of the trust** and the **doctrines of equity** (*private*) **jurisprudence** which regulate it, and to obtain such remedies as the circumstances may require; and the question never is asked nor could be asked, whether **the remedies given him by the court of law are or are not adequate**, since **all legal remedies are to him [BENEFICIAL OWNER] impossible.**" (Pomeroy's *Equity Jurisprudence & Equitable Remedies*, section 219)

**The BO cannot do anything on the legal/public side. He has to do everything in the private.**

**BENEFICIAL RIGHT TO TRACE TRUST ASSETS IN EQUITY** (*in the private*). Before proceeding to the considerations applicable to the first and third points, it may be well to dispose of that which grows out of the second point, as it involves a most important principle in **equity** (*private*) jurisprudence.

It is a clearly established principle in that jurisprudence, that whenever **the trustee has been guilty of a breach of the trust**, and has transferred the property, by sale or otherwise, to any third person, the cestui que trust [*OPERATING AS BENEFICIARY*] has a full right to follow such property into the hands of such third person, unless he stands in the predicament of a bona fide purchaser, for a valuable consideration, without notice.

Whenever dealing with an estate you are going to have either a CQV trust or a named beneficiary. In this case we are talking about a beneficiary.

**The reason there is a CQV trust here is because an estate has been abandoned.**

There is a beneficial right still attached which has been brought to view through a breach of trust by a trustee.

And if the trustee has invested the trust property, or its proceeds, in any other property into which it can be distinctly traced, **the cestui que trust [OPERATING AS BENEFICIARY] has his election either to follow the same into the new investment, or to hold the trustee personally liable for the breach of the trust.** This right or option of the cestui que trust [OPERATING AS BENEFICIARY] is one which positively and exclusively belongs to him [BENEFICIAL OWNER], and it is not in the power of the trustee to deprive him of it by any subsequent repurchase of the trust property, although in the latter case the cestui que trust [OPERATING AS BENEFICIARY] may, if he pleases, avail himself of his own right, and **take back and hold the trust property upon the original trust;** but he is not compellable so to do.

There has to be a breach of trust. You create that when you give them fiduciary instructions and they don't do what you told them to do.

Under such circumstances, to allow **the foreclosure** to stand, so as to conclude the rights of the cestui que trust [OPERATING AS BENEFICIARY], would be a violation of all the doctrines of **courts of equity (private courts)** upon this subject. The decree must be treated, as to them, as wholly inoperative and void. WILLIAM OLIVER AND MICAJAH T. WILLIAMS AND OTHERS, APPELLANTS, v. ROBERT PIATT. 44 U.S. 333 (1845) 3 How. 333 Supreme Court of United States.

**Foreclosure. To close before the BO has a chance to do anything.**

**If you can find a breach of trust then you can trace that value back through the subsequent purchase even down into the investment if it has been sold.**

**How do you find breach of trust? Well, they accessed and created value before you gave permission. And others simply aren't paying taxes. The trust is supposed to pay taxes and they aren't paying.**

**CONSTRUCTIVE TRUSTS.** Constructive trusts are one such species and are raised by **equity (the private)** for the purpose of working out right and justice, where there was no intention of the party to create a trust relationship. **All instances of constructive trusts may be referred to what equity (in the private) denotes as fraud, either actual or constructive, including acts or omissions in violation of fiduciary obligations.** If one party obtains the legal title to property by fraud or by violation of confidence or of fiduciary relations or in any other unconscientious manner, so that he cannot equitably retain the property which really belongs to another, **equity (in the private)** carries out its theory of a **double**

**ownership, equitable and legal**, by impressing a constructive trust upon the property in favor of the one who is in good conscience **entitled to it** [*WHO HAS THE HIGHEST CLAIM*] and who is considered in **equity (in the private) as the beneficial owner**. Whenever a person in a fiduciary capacity breaches his trust and purchases property with trust funds and takes the title thereto in his own name, without any declaration of trust, a trust arises with respect to such property in favor of the **cestui que trust or beneficiary**. **Equity (in the private)** regards such a purchase as made in trust for the person beneficially interested, independent of any imputation of fraud and without requiring any proof of an intention to violate the fiduciary obligation because it is assumed that the purchaser intended to act in pursuance of his fiduciary duty and not in violation of it. Williams Management Enterprises, Inc. v. Buonauro, 489 So.2d 160 (Fla. 5th DCA 1986)

**When you establish the correct status in the private all the constructive trust they have setup become fraudulent. The moment the BO comes on the scene the constructive trust becomes fraud.**

#### **FORECLOSE.**

1. A). to deprive (a mortgagor) of the right to redeem mortgaged property, as when payment have not been made. b). **to bar an equity (the private)** or right to redeem (mortgage).
2. **To exclude or rule out** (the BO)
3. To settle or resolve beforehand. There was a 30 year mortgage that was breached and now they are accessing the equitable estate to settle the legal title.

**Mortgagor.** One who has pledged to pay a mortgage.

[Middle English forclossen, **to exclude from an inheritance**, from Old French forclos, *shut out*, past participle of forclore, *to exclude*: fors-, *outside* (from Latin fors; see dhwer- in Indo-European roots) + clore, *to close* (from Latin claudere).]

**FORECLOSURE DEFINED.** In the original inception of the term, a suit **to extinguish the equity (in the private)** of redemption (*the closing of the door to the equitable right of the beneficial owner* – “*And judgment is turned away backward, and justice standeth afar off: for truth is fallen in the street, and equity – (truth/uprightness) cannot enter.*” Isa. 59:14). A proceeding in a court of justice, conducted according to legal forms, in and by which a mortgagee (*the lender, who provides the money, is the mortgagee*), or assigns, or successor, or anyone who has by law succeeded to the rights and liabilities of a mortgagee, undertakes to dispose of, or bar, or cut off **the legal [ss individual] or equitable claims [by Beneficial Owner]** of lien-holders, or of the mortgagor (*the borrower who offers the security, is the mortgagor – Oxford dictionary, the Qualified Contributing Beneficial Owner*), or those who have succeeded to the rights and liabilities of the mortgagor. (*Ballentine’s Law Dictionary*)

**EQUITY OF REDEMPTION (in the private).** The right, recognized by **courts of equity (private courts)** from early times, of a mortgagor, following a breach of the conditions of the mortgage, to redeem property from the forfeiture by discharging the obligation secured within a reasonable period; such right is real and beneficial estate in the land under the concept of a court of **equity (private court)** that despite its terms, a mortgage is a transaction of security, not of purchase. (*Ballentine’s*)

An **equity** of redemption is a mere creature of a **court of equity (private court)**...(*Bouvier’s*)

11/17

Nothing is supposed to ever come back to the SS individual.

You must give everything away. All the values we are laying claim to must be given away and never to return to the legal person. It is considered bank fraud, theft, trespassing to do otherwise.

**On the public there is reversionary interest. On the private side there is no reversionary interest.**

**On the private side everything is either abandoned and a beneficiary is going to presume the role of BO or there is an actual BO on the scene.**

**From a private banking perspective all value goes to the BO.** If the BO is not known then attempts will be made to find the BO or go through a court case whereby a BO can assume the role of BO.

All value transfers eventually to the BO.

On the public side when there is no BO then there is reversionary interest where value goes back to the grantor. But it does not apply on the private side.

**Beneficial ownership can also refer to a situation where an individual or entity holds the right of ownership even if the stock is registered (i.e. NYSE) with another entity, such as a brokerage house.** In this case, while the brokerage firm is actually shown as the holder of the security, **the investor is the beneficial owner**

Stocks are held for the BO therefore the investor is the BO.

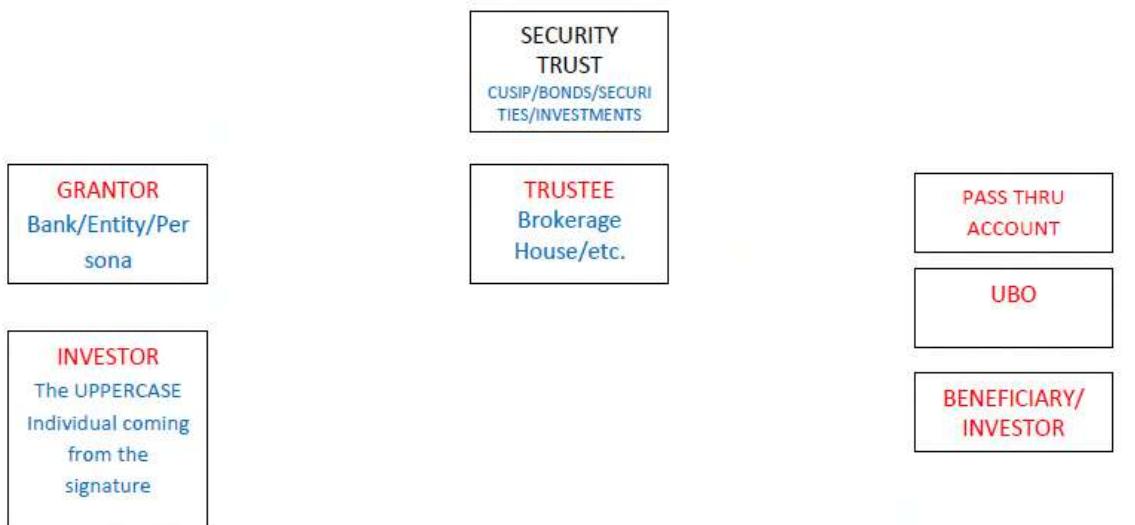
Stocks are invested through some brokerage house who has legal ownership or legal right to hold such title to trade. In this case while the brokerage firm has the legal title and holder of the security (bonds, t-bills, etc.) the investor is the BO.

Under **U.S. securities law**, a beneficial owner enjoys either sole or shared power regarding voting rights in a stock. According to the SEC, this right extends to include stock or securities owned by one person even if the title is held by another person or entity

**Again, the problem is the BO has not been setup so someone else has to step in on behalf of the BO.**

**So, now we are talking about what happens after a court case, loan closing etc where they have taken the instruments that the legal person signed and they are investing them on the stock exchange.**

## "Declaration of Beneficial Ownership"



### PASS THRU FLOW CHART



In a trust there is the grantor, trustee and the beneficiary and there is also the value that is transferred by the grantor.

A grantor can transfer value that is not from him. A grantor can have an investor working with him and the investor is not the grantor. Instead of the grantor putting up his own money he could use an investor's money. So the grantor transfers money from an investor into trust for the benefit of the BO through the pass-thru. From the BO it goes to the beneficiary. This is what is happening in securities. The problem is the BO has not been setup.

There are cusips, bonds, securities and all kinds of investments that are handled in a trust and the brokerage house is the trustee.

**The investor is the one that has the money and is financing the deal. The investor in this case is the uppercase individual with the signature.**

The grantor in a typical securities exchange scenario is usually a bank, entity or some sort of person (persona).

The bank is carrying some instrument that came from the uppercase as it relates to the uppercase signature. It could be a BC, mortgage, promissory note, driver's license. Some entity/bank/persona has

taken that and transferred it into trust where a brokerage house or something of the magnitude is operating as trustee for investors.

At loan closing a trust was setup and the grantor never setup a BO. So a bank/entity/persona of some sort has taken position of beneficiary and took the so-called instrument and operating as a grantor (because the BO wasn't setup) and put it into the market (through a securities trust).

When the BO is not put in place not only are you forfeiting the withholdings you are also forfeiting all the interest that is accruing.

**So, the grantor has the instrument with signature of the investor (ss individual) from the original setting up of the account. There has never been a BO established by the SS individual as grantor of the original account that was setup. So, now these banks/entities/personas are taking the instruments and investing them on the market and you have no control over it.**

**But if you can establish the fact that the original investor (SS individual) is the primary investor and the BO is setup then you can establish that he is also the primary investor of the instrument on the stock market.** Someone (you as the signer of the instrument that was moved to another trust with an alternate grantor) can be an investor and not a grantor.

So, the bank/entity/persona is holding security interest over the instrument because it has been abandoned. What is necessary is the grantor of the original account has to establish the BO. The BO is then carried all the way through to the investment as the primary investor on the table.

#### **the investor is the beneficial owner**

So, here comes this so-called value that they invested with a brokerage house and there is a title split (legal and equitable). There are also investors out there that are buying into this as well. But the one who brought the full value in came all the way from the original trust of the grantor (SS individual) of the original account (credit card, loan, etc.) that was setup.

Now the BO has to be identified. The BO controls everything.

## II) What is meant by the term "beneficial owner"



- It is a term derived by the common law "equity" regime. It means the person, who is entitled to enjoy the economic rights stemming from the ownership, although the ownership has been registered in the name of someone else (the legal owner), who holds the object in his own name but on behalf of the beneficial owner
- The beneficial owner is the "indirect" owner. Therefore beneficial registration structures are known as "indirect holding", "nominee registration" or "omnibus holding" structures as opposed to the "end-investor" or "direct holding" structures.

The BO is not something so easily known out there on the market. They are typically hard to locate.

They want to make sure they know who the BO is because they want to avoid any potential fraud.

Global Organization of Parliamentarians Against Corruption

### Money Laundering Facts and Figures

#### "Declaration of Beneficial Ownership" - What it means and why it is important

A Declaration of Beneficial Ownership is a legally binding instrument which requires any person, about to enter into a transaction with any financial institution, to declare and disclose the beneficial owners of the asset, fund or property involved. Beneficial owners are persons/groups that enjoy the economic benefits of ownership of a property, fund, or asset, even though another person appears as the registered owner.

By requiring a Declaration of Beneficial Ownership, financial institutions and the State create one more mechanism to track the source, movement, and destination of illicit funds. Over the years, money launderers have developed various schemes – which have become sophisticated and creative over time – to launder illicit funds. These individuals use legal dummies (lawyers, accountants, family or friends) to distance themselves from transactions by concealing the true source of funds. Declarations of Beneficial Ownership would make it harder for criminal elements to mask their identities and their connection to ill-gotten funds.

- Estimated amount of money laundered globally in one year is 2 - 5% of global GDP, or \$800 billion - \$2 trillion in current US dollars.
- Approximately \$1 trillion USD in funds that are illegally earned, transferred or utilized are spirited out of developing countries annually.
- Banks in the US and the Caribbean Islands are the two major destinations for laundered money.
- To expose beneficial owners, FATF has launched a campaign known as "Know

"Declaration of Beneficial Ownership" is a very powerful phrase to you when claiming accounts out there on the market.

Money laundering is happening worldwide through the use of beneficial ownership that cannot be traced.

## **What if you knew the CUSIP on the driver's license and the BC, etc.?**

There is the SS trust and the BC trust, which is the grantor to the SS trust. The SS trust has to be a pass-thru then a BO then a beneficiary, which is ultimately the investor with a different name.

You have to control the BC trust.

## **The biggest mistake people make out there is they believe the credit needs to return to the SS individual but it cannot do that.**

The grantor is the uppercase BC trust for the SS trust. The trustee of the SS trust is the same name as the SS Trust. And there are also other trustees and we can terminate the name as trustee.

There is a grantor to the BC trust and a trustee of the BC trust and a beneficiary of the BC trust. But before there can be a beneficiary of the BC trust there needs to be a pass-thru. Most people think funds are supposed to transfer from the BC directly to the real man or the SS individual as beneficiary. But it does not work this way. This is not how their system works. They have the patent on how this system is created and we need to work within the system. There is the SS as a CQV trust because of abandonment but that SS only receives funds as a pass-thru or transmitting utility. It is never to deposit for its own benefit. IT only receives the charge to transfer the charge to another account such as an escrow or some sort of depository account. And the depository account winds up being beneficiary or BO of the value or holder of the value until someone claims that value as their own. Then they become the BO and they can transfer the funds as they see fit.

**Money Laundering.** Illegal funds being transferred to made to look like legal funds. There has to be paid for the use of dollars. Money illegal taken and now being presented as legal.

The BO has been associated with a lot of money laundering scenarios globally simply because the BO is hard to identify and locate. **What we don't want to do is tap into funds and not pay the tax. Whenever you transfer funds from private to public there is a tax. But if you keep in the private and use credits there is no tax.**

There are things that you can do to reduce and be exempt from tax but we must pay any taxes that arise.

**A declaration of Beneficial Ownership is very helpful because it is declaring the asset, funds and property** that is involved.

**What would you do if you had the CUSIP of the BC, the CUSIP of the bond on the BC, the CUSIPs on all your accounts and you could put it with a declaration of Beneficial Ownership?**

Now you can determine what needs to take place.

The one who is holder of the bond is the ultimate BO.

**A declaration of Beneficial Ownership is a legally binding instrument which requires any person about to enter into a transaction with any financial institution to declare and disclose the beneficial owners of the asset, fund or property involved.**

So, if you had a CUSIP you could pull the interest and control and have possession of the bond. Now the true BO is on the table.

## **CUSIP & ADR NOTES**

**CUSIP STANDS FOR COMMITTEE ON UNIFORM SECURITIES IDENTIFICATION PROCEDURES.** CUSIP NUMBERS ARE 9 CHARACTERS LONG. THE FIRST 8 CHARACTERS OF THE CUSIP NUMBER, UNIQUELY IDENTIFY A SECURITY. THE FIRST 6 CHARACTERS, REPRESENT THE ISSUER OF A SECURITY, THE NEXT TWO CHARACTERS, REPRESENT THE INDIVIDUAL ISSUE, AND THE LAST CHARACTER, IS A CHECK DIGIT.

The CUSIP Service Bureau acts as the National Numbering Association (NNA) for North America, and the CUSIP serves as the National Securities Identification Numbers for products issued **from** both the United States and Canada.

There is a CUSIP for the master BC. There is also what is called a reissue of the security for each BC obtained.

The ADR is the red number on the Birth Certificate.

ADR – The Birth Certificate number also known as an ADR#. **An ADR number is an American Depository Receipt Number.**

An American Depository Receipt (ADR) is a negotiable security that represents securities of a non-US company that trades in the US financial markets. Securities of a foreign company that are represented by an ADR are called American Depository Shares (ADS).

An ADR is a negotiable certificate issued by a US Bank representing a specified number of shares (or one share) in a foreign stock that is traded on a US exchange.

It usually says at the bottom of the BC that it is a bank note.

The BC can never be controlled by a US citizen as far as the investment side.

**A declaration of Beneficial Ownership is a legally binding instrument which requires any person about to enter into a transaction with any financial institution to declare and disclose the beneficial owners of the asset, fund or property involved.**

That means the BO has a right to know. In order to disclose these assets there has to be a tie with the CUSIP and ADR numbers. When the BO comes to the table and knows the CUSIP and ADR numbers he now has the identifying numbers attached to the securities. Once he has his hands on the bonds which is the insurance policy associated with and backing these securities now he can lay claim to the securities. And notice the PTB who the ultimate beneficial owner is. The one who makes the decisions. The one who

is ultimately responsible for the proceeds or utilization or use of the proceeds. There is no question who is on the table now.

**So now here comes a traffic ticket or foreclosure, etc. that bond says there is insurance on the table to back the investment. The BO is listed as the investor. Now all the BO has to do is order the CFO of the court or of the company to actually apply the so-called presumed claim or debt to the charge that is generated and created from these securities. So the CUSIP is the identifying mark and the Bond is the insurance that is underwritten to make sure the investors are getting what they are supposed to get.**

So whenever there is a charge (negative) you are applying it to the charge of the bond (positive) value. You tell them to apply. You create the executive order and you title merge the claim with the charge. Or the note with the mortgage. Or the bond or securities with whatever negative charge that is out there.

So now the securities associated with the CUSIP and ADR is the pathway whereby they know that you know what you are doing. They know that you know on the securities side. So the charge is charged against the investment so the investment is sucking up the charge. There is no way any kind of activity out there in the public could ever out weight the value is being generated with these securities. So you never want to touch the principal.

Now you are dealing with the extended aspect of the estate.

The CUSIP number is identifying the type of individual security. It is a specific identifier where you can pull the bond and now you can lay control of the bond by possession and by noticing them that the BO is on the table and has claim. So they have to apply all of the charges against the uppercase to the securities or the estate. Either way. Every last bit of it is a derivative of the estate. **You can use the CUSIP or the estate.**

**You can lay the CUSIP number down with the bond number and any court case is gone.** Because all the judge wants to do is apply it to the proceeds of the bond. The bond is the insurance or surety backing everything.

With the CUSIP number you can follow the actual security. You can see where it is, how much and the interest it is making. **That is your investment account that is making money for you.**

We don't need to be concerned about how the investments are being made. We just need to be concerned with making sure the BO is established.

So, you are not only going to want to control the withholding agents but you also want to control the securities. And the grantor cannot do that. He is blocked.

From Wikipedia, the free encyclopedia



**Beneficial owner** is a legal term where specific [property rights](#) ("use and title") in [equity](#) belong to a person even though legal [title](#) of the property belongs to another person. *Black's Law Dictionary* (2nd Pocket ed. 2001 pg. 508). This often relates where the legal title [owner](#) has implied [trustee](#) duties to the beneficial owner.

Under [United States copyright law](#), an [author](#) may transfer some rights to the [copyright owner](#) (often an [employer](#)) while retaining a future "reversionary interest," such as that of [copyright renewal](#). For example, "[t]he legal or beneficial owner of an exclusive right under a copyright... to institute an action for any infringement of that particular right committed while he or she is the owner of it." 17 U.S.C. § 501(b).

A common example of a beneficial owner is the real owner of funds held by a nominee bank or for stocks held in the name of a brokerage firm.

So, they are saying it is a legal term in Wikipedia but before there was reference that it came from common law. So now you have both common law and a legal perspective. The BO crosses both jurisdictions.

#### Beneficial Owner

As used for most purposes under the federal [securities](#) laws. A beneficial owner of [stock](#) is any person or entity with sole or shared power to vote or [dispose of the stock](#). This [SEC](#) definition is intended to include a [holder](#) who enjoys the benefits of ownership, although the [shares](#) may be held in another name.



#### Beneficial Owner

A person who has effective [ownership](#) of a [security](#) or other [property](#) without actually holding [title](#) to it. This especially refers to holding [voter proxy](#) or [investment](#) power over a share or [transaction](#), whether directly or indirectly. See also: [Double-dip lease](#).

#### beneficial owner

The owner of a security registered in another name. For example, investors often leave securities in trust with their brokerage firms. Although the brokerage firm is shown on the issuer's books as the owner of record, the investor is the beneficial owner.

Beneficial owner. When your stocks are registered in street name, the brokerage firm has title to the stocks but you are the beneficial owner, or the person who actually benefits from owning the stock.

So, now it's not only common law and legal but it is also federal.

The investment power comes from the grantor (SS individual) who abandoned the so-called property whereby someone else grabs and invests on their behalf because there is no BO named.

**Although the brokerage firms is shown on the issuer's books as the owner of record, the investor is the beneficial owner. The owner of record has a legal position. The investor is the beneficial owner.**

In a pooling and servicing agreement the investor is the true beneficial owner but not the owner of record.

The beneficial owner gets to own the proceeds.

## BENEFICIAL OWNER

### What It Is:

The **beneficial owner** is the individual or entity that enjoys the benefits of owning an **asset**, regardless of whose name the title of the property or security is in.

I

### How It Works/Example:

*Beneficial ownership* commonly refers to two situations:

1.Under U.S. securities law, a beneficial owner enjoys either sole or shared power regarding voting rights in a stock. According to the SEC, this right extends to include stock or securities owned by one person even if the title is held by another person or entity.

2.Beneficial ownership can also refer to a situation where an individual or entity holds the right of ownership even if the stock is registered with another entity, such as a brokerage house. In this case, while the brokerage firm is actually shown as the holder of the security, the investor is the beneficial owner.

For example, Bob buys 100 **shares** of stock in Company ABC via a brokerage house. Even though the stock is recorded under the broker's name, Bob is the beneficial owner.

### Why It Matters:

Beneficial ownership is a convenient and safe way of owning stock, especially for investors who want to hold securities without the responsibilities of voting or becoming involved in corporate actions.

The BO is the individual asset that enjoys the benefit of owning an asset, regardless of whose name the title of the property or security is in.

**You don't care about the mortgage and whose name is on the mortgage. The BO is the one who is supposed to receive benefits from owning the asset.**

At Wells Fargo if you open a trust account they want to know who the BO is.

**When you open up a bank account you need to open an unincorporated association as the estate. The estate has to be setup as an unincorporated association in the banking institution whereby the BO is created.** The identification needs to be in the BOs name and not executor's name. The BO needs to be set in place with the EIN because the EIN is going to be associated with the identification of that individual.

When you open an account you aren't opening a trust account because they are going to ask for trust indentures. And you don't want to open a personal account because they want the SS. You have to open an unincorporated association.

### What is the ultimate beneficial ownership? (Wolfsberg principles)

The term "beneficial ownership" is conventionally used in anti-money laundering contexts, to refer to that level of ownership infuses that equates with **control** over such funds **or entitlement to such funds**. "Control" or "entitlement" in this practical sense is to be distinguished from mere signature authority or mere legal title.

The term reflects a recognition that a person in whose name an account is opened with a bank is **not necessarily the person who ultimately controls such funds or who is ultimately entitled to such funds**. This distinction is important because the focus of anti-money laundering guidelines – and this is fundamental to the Guidelines – needs to be on the person who has this ultimate level of control or entitlement. Placing the emphasis on this person is a **necessary step** in determining what the **source of funds** is.

What "beneficial ownership" is intended to mean for purposes of the Guidelines should be seen as dependent on the circumstances of the account involved. The Guidelines, therefore, do not seek to define the term "beneficial ownership" in the abstract; rather, the focus in the Guidelines is on **identifying persons**, in particular circumstances, who should be viewed as having the requisite "beneficial ownership".

When you bring the BO on the scene you are dealing with control and/or entitlement that is not mere signature authority or mere legal title.

#### **Q. 5. What does beneficial ownership mean in the context of unincorporated associations and partnerships?**

**A.** Establishing beneficial ownership in the context of unincorporated associations and partnerships generally entails the same principles as discussed above.

*Partnerships.* Ordinarily, the principal general partners would be considered to be the "principal beneficial owners" for purposes of Paragraph 1.2.2 Again, the focus is on the provider of funds. In the event there are many limited partners having relatively small stakes, there would be no need to do due diligence with respect to them, just as there would be no need to do due diligence on investors in a pooled fund managed by a client of a bank.

*Foundations.* In some jurisdictions, "foundations" may be used by clients as investment or wealth planning vehicles, much as private holding companies are used for such purposes in other jurisdictions. The private banker should understand who the founder (typically, the client) is. The private banker should do so even if the identity of the founder (i.e., the source of funds) is not discernible from the public record. (*Wolfsberg AML principles --- See <http://www.wolfsbergprinciples.com/faq-ownership.html#2>*)

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#### **Part III Notional Principal Contracts**

11  I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

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#### **Part IV Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates.

2 The beneficial owner is not a U.S. person.

3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and

4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has **control, receipt, or custody of the income** of which I am the beneficial owner or any **withholding agent that can disburse or make payments of the income** of which I am the beneficial owner.

---

<b>Sign Here</b> 	Signature of beneficial owner (or individual authorized to sign for beneficial owner)	Date (MM-DD-YYYY)	Capacity in which acting
For Paperwork Reduction Act Notice, see separate instructions.		Cat. No. 25047Z	Form <b>W-8BEN</b> (Rev. 2-2006)

The withholding agent is the one withholding the value of the promissory note. In court it would be the court administrators that are holding the charge that they are charging the uppercase with. **Or in a child support case it is whoever has control over the accounts.**

So there really is no such thing as a debt. There is just allocation but it isn't really a debt. Someone is presenting a claim and they are accessing the estate and charging the estate before they have the proper permissions or established the obligation to get permission. So really the charge is coming and that is your value but they are taking that value someone else and creating another binding contract for you to make monthly payments. But the original value was withheld, which is what a withholding agent is.

How would they have control, receipt or custody of income? Because we have given them control of the signature. So they can use that signature and invest it. All this is mere legal title so they have control, receipt or custody of the signature (mere legal title of the income).

Withholding agent can disburse or make payments of that which they only have **legal control**.

The BO is the one authorized to receive payments. Whoever is filling out the W-8BEN knows that the BO is entitled to something.

# Beneficial ownership

Read Edit View history

From Wikipedia, the free encyclopedia

**Beneficial ownership** is enjoyed by anyone who has the benefits of ownership of a Security (finance) or **property**, and yet does not nominally own the asset itself.

In US securities law, a **beneficial owner** (as distinct from a "nominee owner," "registered owner," or "record holder") of a security includes any person who, directly or indirectly, has or shares voting or investment power.<sup>[1]</sup>

**When we are talking about ownership of security or property we are talking about that which is being withheld from you. That which is out there being sold on the market is actually part of the estate.**

The BO has equitable position which means he has the benefit of use of accounts. He is not legally liable as one who holds legal title. But, if the BO comes on the scene and takes financial responsibility from the grantor he now has to settle any kind of disputes and liability that is under the legal title. However, he (BO) has the power and ability to take the value or the charge and zero out the account, settling any liabilities on the table and moving through that the values they need.

The BO has the ability to settle accounts and taxes.

The W-8BEN is an IRS form that goes to the institution letting them know who is what.

## Rule 13d-3 -- Determination of Beneficial Ownership

- a. For the purposes of sections 13(d) and 13(g) of the Act a beneficial owner of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares:
  1. Voting power which includes the power to vote, or to direct the voting of, such security; and/or,
  2. Investment power which includes the power to dispose, or to direct the disposition of, such security.
- b. Any person who, directly or indirectly, creates or uses a trust, proxy, power of attorney, pooling arrangement or any other contract, arrangement, or device with the purpose of effect of divesting such person of beneficial ownership of a security or preventing the vesting of such beneficial ownership as part of a plan or scheme to evade the reporting requirements of section 13(d) or (g) of the Act shall be deemed for purposes of such sections to be the beneficial owner of such security.
- c. All securities of the same class beneficially owned by a person, regardless of the form which such beneficial ownership takes, shall be aggregated in calculating the number of shares beneficially owned by such person.

**You elect the trustees to handle and settle the account according to Rule 13d-3.**

## ENTITLEMENT

The word "trust" is employed since that statute to denote the relation between the party invested with the legal estate (whether by force of that statute or independently of it) and the party **beneficially entitled**, who has hitherto been said to have the equitable estate.

UCC 8-102 (12), (15) and (9) that defined **what an entitlement holder is**. UCC 8-105 that says we are identified as the person with securities and entitlement right on the books of a banking intermediary. **They** call them intermediaries under Article 8. This practice is all under Article 8 because it involves securities.

That is how they are hiding their practices. They are treating these notes as securities and not Article 3 paper. Under Article 8 we are the holders of entitlement and possessory rights to the proceeds of the transaction because we are the originator of the first funds transfer on the accounts payable side of the ledger. We are entitled to the funds.

**UCC 8-102 (12), (15) and (9)**

(12) "Instruction" means a notification communicated to the issuer of an uncertificated security which directs that the transfer of the security be registered **or that the security be redeemed**

(15) "Security," except as otherwise provided in Section 8-103, means an obligation of an issuer or a share, participation, or other interest in an issuer or in property or an enterprise of an issuer:

- (i) which is represented by a security certificate in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose **by or on behalf of the issuer**;
- (ii) which is one of a class or series or by its terms is divisible into a class or series of shares, participations, interests, or obligations; and
- (iii) which:
  - a. is, or is of a type, dealt in or traded on securities exchanges or securities markets; or
  - b. is a medium for investment and by its terms expressly provides that it is a security governed by this Article.

(9) "Financial asset," except as otherwise provided in Section 8-103, means:

- (i) a security;
- (ii) an obligation of a person or a share, participation, or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment; or
- (iii) **any property that is held by a securities intermediary for another person in a securities account if the securities intermediary has expressly agreed with the other person that the property is to be treated as a financial asset under this Article.**

As context requires, the term means either **the interest itself or the means by which a person's claim to it is evidenced**, including a certificated or uncertificated security, a security certificate, or a security entitlement.

**You will find that the security can be redeemed. The security is placed on behalf of the issuer who issued the security. The issuer is the uppercase SS. The issuer of the credit is the one whose name is written on it.**

There needs to be a notification that directs the transfer of the security. It is placed and created on behalf of the issuer, which is the investor, who created the security.

There is a security intermediary for another person. This person is the beneficial owner. A financial asset (security) is either the interest itself or the means by which a person's claim to it is evidenced.

There are many ways to evidence a claim to an asset. But if you actually hold the financial asset like a bond and have control of the CUSIP and establish the BO and place the claim by the BO and have the BO hold the instrument. Or there is an appointing of the BO by the one whose name is on the BC and the account.

There is a contract on the table between the grantor and the BO whereby the BO now is overseeing and becomes the **entitlement holder** to said financial asset (security).

### **UCC 8-105**

(a) A person has notice of an adverse claim if:

- (1) the person knows of the adverse claim;
- (2) the person is aware of facts sufficient to indicate that there is a significant probability that the adverse claim exists and deliberately avoids information that would establish the existence of the adverse claim; or
- (3) the person has a duty, imposed by statute or regulation, to investigate whether an adverse claim exists, and the investigation so required would establish the existence of the adverse claim.

(b) **Having knowledge that a financial asset or interest** therein is or has been transferred by a representative imposes no duty of inquiry into the rightfulness of a transaction and is not notice of an adverse claim. **However, a person who knows that a representative has transferred a financial asset or interest therein in a transaction that is, or whose proceeds are being used, for the individual benefit of the representative or otherwise in breach of duty.**

If the BO has been brought to the table then any transfer of assets after that cannot be because it is being used for the benefit of the trustee or whoever is moving with the trustee. All benefits are for the BO now. It doesn't matter if we are dealing with the withholding or the security aspect of it.

This is why the W-8BEN is so important. It says "I am the Beneficial Owner of all the income."

"The benefit of the issuer" does not mean it has to go to the issuer. It means it has to go to what the issuer gave notice and instruction of how it is supposed to be disbursed. It is never supposed to come back to the issuer.

**There must be a claim in possession of the Entitlement Holder (Type of Beneficiary = A Beneficial Owner). This is the Key.**

The entitlement holder is the highest level of creditorship. The Entitlement Holder/BO is the Secured Party Creditor. **If you are going to put any UCC-1 in place it has to be from the BO perspective.**

The owner of the account should be the BO (BC, credit card, loan, etc.). When you set it up this way and then establish who or what the debtor is (could be any of the withholding agents) you are setting up who the entitlement holder is and that he is the secured party.

**Entitlement Holder.** Indicates by **book entry** (that a financial asset has been credited to the **person's securities account**). UCC section 8-501(b)(1)

- **The one entitled to the benefits/value being held in trust.**
- **Absolute right to the benefit.**
- **A person identified in the record of a securities intermediary as the person having the security entitlement** against the securities intermediary. If a person acquires a security entitlement by virtue of **UCC section 8-501(b)(2) or (3)**, that person is the entitlement holder. **UCC section 8-102(a)(7).**

- The entitlement holder is also the secured party/beneficial owner that owns all the bundle of rights for property (real & personal).

**The Beneficial Owner is the entitlement holder but ultimately everything will flow through the BO to the beneficiary of the BO. The trustee of the BO will just transfer everything to the beneficiary as it receives it.**

The entitlement holder is actually the BO/investor. But it is definitely not the pass-thru and not the grantor.

**Everything is setup as interest for the investor as the entitlement holder.**

**Entitlement Order** means a notification "communicated to a securities intermediary directing transfer or redemption of a financial asset to which the entitlement holder has a security entitlement.

**It is the job of the grantor to establish the BO and notify the securities intermediary of the entitlement holder, which is the BO.**

\*\*\*\*\***How would anyone know who the BO is?** By the use of the W-8BEN and there has to be the declaration of the BO and also an affidavit appointing (or memorandum of understanding) the BO or showing the beneficial interest. There has to be something that is showing that the BO has been appointed by the grantor. And it is to oversee all accounts. Therefore, all accounts need to be reported back to the BO for him to settle and close.

When a W-8BEN is supplied with a UCC-1 you have a lot of strength. On a UCC-1 it may be a good idea to put the SPC as the BO and then do a UCC-3 to assign it to the beneficiary of the BO to receive the value from the BO. You really don't even have to do a UCC-3.

How do you establish the BO in the IRS system? The W-8BEN.

They got everything split up so if you do one thing they cannot follow it. So you have to make sure you connect the dots for them by creating a paper trail and linking numbers. So when dealing with file number, CUSIP, ADR, EIN, etc. they are all linked via the paperwork along with fiduciary instructions so they know that you know what's going on.

The W-8IMY is used for the purpose of establishing the flow-through (pass-thru) entity.

The withholding agent in some cases isn't who we think it is. Whoever the payment is going to is the withholding agent. The bank took the money with the promissory note but the servicer is the one who you are making payments to and is therefore the withholding agent.

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If you are working with your account from a grantor scenario the grantor **will** be challenged. If you are working from a BO scenario the BO **may** be challenged. But in order to go from "will" be challenged to a "may" be challenged depends on your knowledge. Either way both parties must know what they are doing and take full responsibility for what they are doing.

If things are approached from a grantor perspective he takes the responsibility for his financial affairs. If things are approached from a BO perspective then the BO takes responsibility and the grantor is no longer responsible.

**Creditor.** A person to whom a debt is owing by another person who is the "debtor." One to whom money is due. One who has a legal right to demand from another a sum of money on any account whatever.

**Grantor.** The person by whom a grant is made.

It is presumed that the creditor has given something but it does not say that the creditor has given something. It is speaking of a right that is something is owed to the creditor from someone else.

In their system there is a right way and a wrong way. The way the system works is the grantor starts out conveys something but the grantee is not the one who receives on the backend. The way the system operates, the way to close the accounting is not a circle like most out there are teaching where it starts with a grantor who is supposed to be a creditor and the uppercase/grantor claims back what they gave. It does not work that way. The grantor is the one who grants value but the grantee is not the one who directly receives the value that was conveyed. What is happening when you go at with the grantor acting as the creditor who is owed the debt then they should be the one to receive the value.

## But this is not a circular system. It is a one way system.

With the right knowledge you will know that the grantor can never receive the value directly. This is why the BO is so important. The grantor establishes everything and puts it in place but the BO carries it out.

9696		VOID	CORRECTED	
FILER's name, street address, city, state, ZIP code, and telephone no.				1 Original issue discount for 2007 <b>\$ 668,000</b>
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				2007
				Form 1099-OID
94-0489896	RECIPIENT'S identification number	3 Early withdrawal penalty	4 Federal income tax withheld	Original issue Discount
94-0489896	051-50-0606	\$	<b>\$ 667,995</b>	Copy A For Internal Revenue Service Center File with Form 1096.
5 Description MORTGAGE BACKED SECURITIES LOAN #: 921000301863				For Privacy Act and Paperwork Reduction Act Notice, see the 2007 General Instructions for Forms 1099, 1096, 5498, and W-2.
6 Original issue discount on U.S. Treasury obligations				
7 Investment expenses				
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9696-CVD				Rev. No. 14421R Department of the Treasury - Internal Revenue Service

The total amount is \$668,000 and the recipient is Wilson R. Calle, which is the grantor which means it is in a receivership position meaning it is supposed to receive the value. \$667,995 was withheld and they are saying that the grantor is supposed to be the creditor on this account and receive the value back.

Major problems with this. This system cannot work like this when dealing with private funds. The problem is there has been no private documentation to support this. There has been no correspondence in the background between the companies to substantiate what you are doing. And the uppercase/granto, which is the individual tax payer is taking private instruments and put them on the form. Their objective was to establish that whatever has been withheld by these banking institutions they are submitting to the IRS as income back the uppercase. So they are saying that they are owed a debt by another persons. Instead of having the institution send it to them they are having the IRS pull it and have the institution reap the consequence of not sending it to them.

The major problem is no income is supposed to come directly back to the grantor.

**Grant.** To bestow. To confer. Upon someone other than the person or entity which makes the grant.

The creditor is not carrying the idea of the transfer. The grantor is. When you grant something you are bestowing something from one party to another. A **transfer** is taking place. If a grantor is transferring something then the one transferring it is the grantor. And the grantor cannot directly receive any funds.

Can a grantor be a creditor? A grantor has bestowed and conveyed value into trust for the benefit of a beneficiary or BO. The problem is he has not laid out the instructions as to how the trust is to operate. But if the value came from the grantor that does not mean that there may not be some sort of debt that is owed to the grantor. But that does not mean that the grantor in his grantor positions is supposed to directly receive the value of the debt.

Most people think that is a debt is owed to the one who created the credit.

If a debt has been placed on the table it needs to be arranged where the trustee owes the debt to the entitlement holder because the grantor bestowed for the benefit of the entitlement holder. So the one that is really owed the debt is the entitlement holder (BO). However, there is an interest that the grantor created on the table. That interest is his property. And that property came from the grantor. He conveyed that so he funded the trust. In that sense could the grantor be the creditor and he can assign the interest to the BO.

But the one that created the value is the grantor who bestowed to someone that creates the debt. That debt can be owed by the trustee to the BO but it is still the interest of the grantor. That interest is to make sure it is carried all the way out. The grantor creates the fiduciary instructions and initiates the transfer of value that is supposed to be paid out to the entitlement holder. So there is an obligation on the trustees on the table. There is a relationship between the grantor and the BO.

If the grantor conveys something we are assuming he is the creditor but it not supposed to go back to him. It goes to the entitlement holder.

**Creditor.** The one who has the legal right to demand and recover from another a sum on money.

**The only one who truly has that right to recover are two parties. One who expresses an interest in property which would be grantor. And the other is the entitlement holder who also expresses interest in property. There are two players that work together. The difference between the two is the grantor cannot recover any sum of money back to itself on the private side. But the grantor appoints a substitute for his reception which is the entitlement holder.**

In moving with this the grantor is responsible for setting up and conveying. The BO is the one who takes responsibility of what the grantor has put in place financially. He is the one that administrates what it is of the grantor. There is a creditor relationship between the grantor and the BO.

**No funds are to ever be deposited back to the grantor.**

What if a grantor conveys or bestows value into a trust to a trustee and the trustee breaches fiduciary duty and takes the funds and do something else with it? Couldn't the grantor then get the funds back?

The grantor can go after that trustee and the BO can also go after the trustee. **The grantor will go after the trustee from a public perspective (some sort of lawsuit) but the BO does not go into the public he needs to stay in the private. The value is owed to the BO. Once the BO comes on the scene he now has right of action against the legal title.** If there is breach then the grantor and BO are both on the table. The only way the BO knows that there is breach is by communicating with the grantor. The grantor is giving instructions to the trustee for the BO and the BO only knows if the trustee is doing what is he supposed to do for the BO if the grantor is making sure the BO knows what the instructions are supposed to be for the trustee.

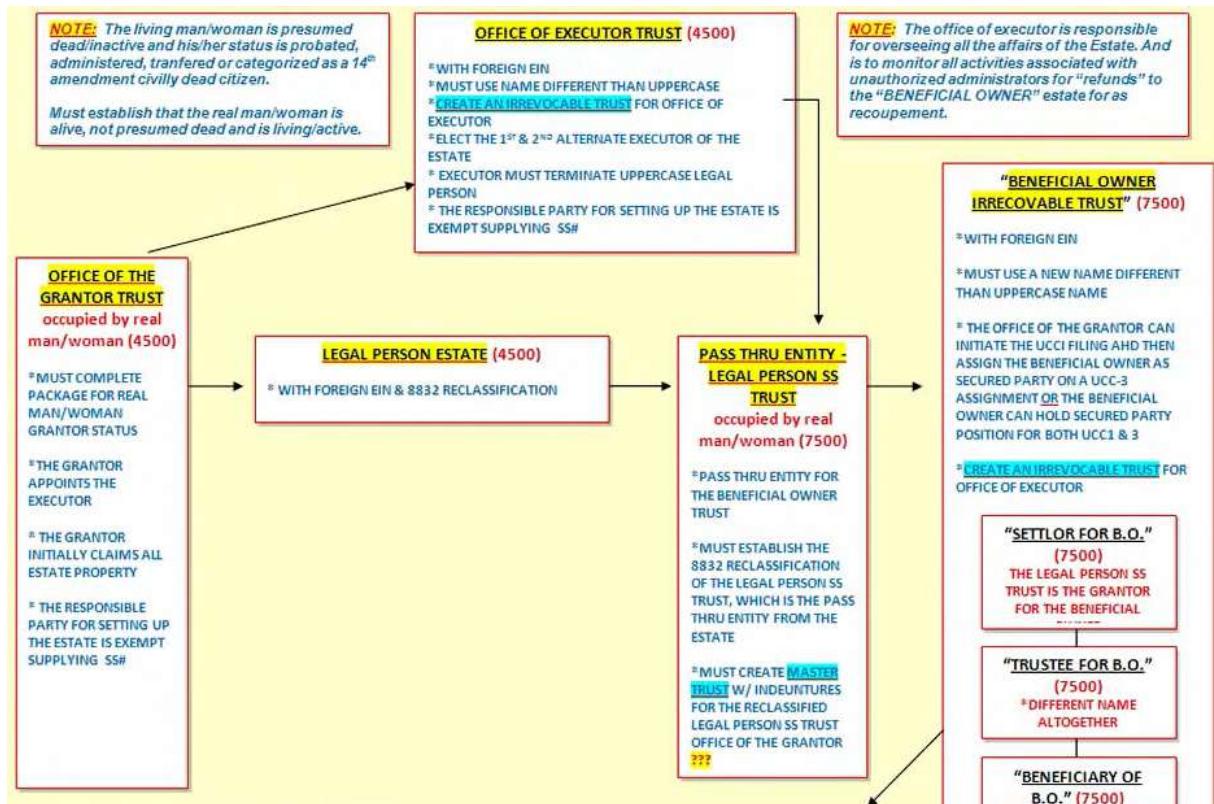
If the grantor does not give fiduciary instructions to the trustee then he has abandoned his responsibility. His job is to make sure that financial matters have been set in place for the purpose of the BO. The BO is responsible for carrying out and supporting the responsibility that has been laid out for the trustee.

The BO is the one who handles the responsibility for the creditor and therefore receives the value and the value can never go back to the grantor/SS trust directly. But the record must show a line whereby a value is owed as relates to the interest of the grantor. His interest was transferred into trust. If there is a breach of fiduciary duty and it goes to public court there could be a reversion that takes place where value could go back to the grantor. But we aren't dealing in the public. We are dealing in private so the value goes to the BO.

Whenever we are talking about value going to the BO we are always talking private.

When we look at the 1040 for the 1099-OID we are looking at private instruments that have been withheld from the original issuer. **In the example there is both public and private income on the 1040.**

Business income is public funds and you cannot commingle public with private. For 1099-OID using a 1040 from the grantor position will be challenged. **It is better to use a 1041 from the BO position which may be challenged but it shows you know what is going on.**



When you are looking at what is happening the pass-thru entity is the legal person. When you do a 1040 they say the amount refunded to you is the pass-thru entity. So you have the W-8BEN and the W-8IMY identifying who is what. **So you (BO) can do the 1040 for the 1099-OID but you need to send in supporting info.**

When the 1040 says “amount you want refunded to you” is referring to the SS individual. That is what is owed to the SS individual but it cannot receive it directly. It has to go to the SS person but transferred into an account established by the BO and preferably a bank account opened by the BO.

**The 1040 has to be setup where it is indicating the legal person/SS is a pass-thru. You establish that value is to be transferred to the BO.**

When you get a frivolous filing you can cancel whatever document you sent in that created the frivolous filing and then reestablish a correct version of the document. They are changing the rules all the time so

you may just get a frivolous filing when they change the rules and you just need to figure out where the rules changed.

With the 1040 you need to do a Schedule C to reduce your tax liabilities down to zero. And place yourself in position to get the maximum back in taxes.

When you sign the 1040 it is best for the BO to sign it as the authorized agent for the SS person.

**In the end though why do a 1040 when you can do better with a 1041.**

**Your signature needs to be copyrighted and it needs to be under the control of the entitlement holder.**

It is your signature that relays energy or authorization for value to be credited to a contract or piece of paper. The most powerful thing you can control is the signature. Copyright/copyclaim the signatee. It is property that belongs to the grantor. The grantor has interest in it and he can assign the interest in it.

When dealing with any account (credit card, student loan, etc.) it is the signature. You have never granted your signature to someone else in your life. So you gave authorization and abandoned the security and created the split title and make you trustee on the AR side.

By controlling the signature the BO can control the signature and can have a stamp and stamp a signature on anything it wants because it is controlling the signature. **Or the BO can tell someone they cannot use the signature anymore and pay him for use of the signature and can place a lien against someone for using the signature (BBFM).**

**The grantor gives the BO POA.** When the BO signs a document for the grantor as the POA then they sign as POA.

Form <b>2848</b> (Rev. March 2012) Department of the Treasury Internal Revenue Service	<b>Power of Attorney and Declaration of Representative</b> ► Type or print. ► See the separate instructions.		OMB No. 1545-0150 For IRS Use Only Received by: Name _____ Telephone _____ Function _____ Date / /
<b>Part I Power of Attorney</b> <b>Caution:</b> A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.			
<b>1 Taxpayer information.</b> Taxpayer must sign and date this form on page 2, line 7. Taxpayer name and address		Taxpayer identification number(s) Daytime telephone number Plan number (if applicable)	
hereby appoints the following representative(s) as attorney(s)-in-fact: <b>2 Representative(s)</b> must sign and date this form on page 2, Part II.			
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____		
Check if to be sent notices and communications <input type="checkbox"/>	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>		
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____		
Check if to be sent notices and communications <input type="checkbox"/>	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>		

If there is a debtor that means they are responsible for a debt. In our analogy we are always making the trustee responsible for the debt or the value being held for the entitlement holder. Once the entitlement holder is on the table there is value owed to him. However, when dealing with the grantor that is claiming its interest in any property and there is a lien against said property for said value of interest then if anybody is trying to take any property that the grantor has placed a lien on then the grantor would be creditor to any party that is trying to lien or take property because they have to satisfy the lien. They have to pay the debt on the property before they can move title.

Most people are confining the creditorship to the one that made the deposit. The BO can also be considered the one who is owed a debt. It is preferred to use the term grantor rather than the term creditor when talking about the one who is conveying or bestowing value into trust. This is so we don't get confused with the debtor/creditor relationships out there.

**Lender.** He from whom a thing is borrowed. The bailor of an article loaned.

Lending seems to carry with it some sort of transaction or exchange. Something has been transferred/exchanged as relates to a lender.

**Lend.** To put out for hire or compensation. To part with a thing of value to another for a time fixed or indefinite.

If you borrow something from someone else there has been a transfer/exchange/transfer.

Is a creditor the same as a lender? No, they are different. Someone can be a creditor without lending anything such as the BO. A creditor may not provide any service (lend) but are just receiving a debt.

The lender provides a service for compensation. A good illustration of this is a servicer.

**Lending or Loaning Money or Credit.** Transactions creating customary relation of borrower and lender, in which money is borrowed for fixed time on borrower's promise to repay amount borrowed at stated time in future with interest at fixed rate.

So, all I have to do is put on a piece of paper "in lieu of a loan I have received I promise to pay XX dollars a month." But I (SS individual) never received any value. So the uppercase is charged. There is a value created on behalf of the SS individual. They call it a loan but it is actually value and it is withheld from the SS from being used for what it is actually exchanged for. Instead it is withheld and placed in escrow and utilized for some other purpose.

They are actually borrowing money from your estate and placing it in the SS account and withholding it from its true intent and transferring it into another account and leaving a deficit in the SS account for the one who says I promise to pay in lieu of a loan. **So the real man as surety for the SS will pay over the next 30 years to offset the deficit plus interest.** That is what is being put out for hire. There is an exchange taking place but not what we think. So the books are out of alignment. But there really isn't a debt on the table.

The words lender and lend do not connote "debt." We are thinking that is what they are doing but that is not what is going on. Their system is very successful because we think it is supposed to go morally the way we think. "I lend you \$100 you pay me back \$100."

**It says the lender is lending something but it does not say the lender is owed something.**

So we have a million dollar house. You go to the lender and he puts the paperwork in place whereby you agree to take out a loan (supposedly) of a million dollars. The value comes from the estate. They take out the value and put it into an account with the SS number associated with it and withhold it from you

because you don't know what you are doing as grantor. Then they extract that from the SS account where there is a deficit in the account. And you came forth and signed to be surety on the monthly payment. So that is security for the value already extracted. They just walked off with a million dollars because you did not claim it.

So they are just exchanging a service for hire (lending) to do this process to you as the grantor. And they need to be compensated for their service which is the deficit on the SS account. So money is made twice. They get the original value and the monthly payments plus interest.

6080		<input type="checkbox"/> VOID	<input type="checkbox"/> CORRECTED
LENDER'S name, street address, city, state, ZIP code, and telephone no.		OMB No. 1545-0277 <b>2009</b> Form 1099-A	
LENDER's federal identification number		1 Date of lender's acquisition or knowledge of abandonment	
BORROWER's name		2 Balance of principal outstanding \$	
Street address (including apt. no.)		3 Fair market value of property \$	
City, state, and ZIP code		4 Was borrower personally liable for repayment of the debt? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Account number (see instructions)		5 Description of property	
Form 1099-A Cat. No. 14412D Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page			
Copy A For Internal Revenue Service Center File with Form 1099. For Privacy Act and Paperwork Reduction Act Notice, see the 2009 General Instructions for Forms 1099, 1098, 3921, 3922, 5498, and W-2.			
Department of the Treasury - Internal Revenue Service			

#### 1099A. Acquisition or abandonment of secured property

There is a lender and a borrower on this form.

The lender is filling this out for abandonment of secured property. It is the property of the grantor who never transferred his interest in trust. So they are going for abandonment of secured property. They are also asking for the borrower info which is the SS which is needed as the pass-thru.

They know that as the lender they are not the creditor. The creditorship was initiated by the grantor but cannot receive it directly. He has to appoint the BO and put everything in place for him to receive it.

## The only thing that was lent was service. They never lent any money and they did not say that.

The creditor and lender are not the same thing.

They are filling this out to make a claim and will only do this after they have been awarded the permission to operate as the substitute beneficial owner legally.

**As to foreclosure: the title merge is reversed against the legal person and the bank is foreclosing on the legal person and taking away/obstructing/halting/blocking of the rights, entitlements, interest, estate and property associated with the role & equitable title of the Qualified Beneficial Owner, because the bank presumes that the legal person breached the trust by stealing the beneficiary's property when it failed to pay.**

The lender is operating in trustee capacity for hire. The lenders are the trustees. They are not the grantor/creditor/BO. The only way the BO becomes creditor is if the grantor assigns his interest to the BO as creditor.

At closing there are three things happening: the signature, the promissory note, and the deed of trust. The promissory note is created before the deed of trust. Most people think they are dealing with one property which is the house. There are several properties being dealt with at closing. They want you to believe you have transferred all property into trust but that is not true. The promissory note and obligation have been transferred. But the interest is split so not all interest is transferred.

The pass-thru individual is associated to the uppercase estate. You have an estate trust (BC). Of that trust is the pass-thru to the BO. With the estate they come in and operating as fiduciaries and control the accounts through split title and they are withholding value from the estate and not using it to settle accounts. They are creating, through constructive trusts, substitute beneficiaries that are claiming the interest and value created by the SS person via the signature. But it is deposited into an account relative to the SS number but it is not being used to settle any accounts. So it is being blocked and transferred into accounts somewhere else. **The pass-thru account has not yet been activated. The only way it can be activated is through the grantor. So the grantor activates this on each individual account.**

They know what they are doing. They know the importance of the pass-thru entity. They are pulling the value out of the estate and placing into an account tied to the pass-thru account because they know that they can then control it and transfer it from there.

They create this wealth but they can't take it all at one time. They have to get your signature approval. But if your signature is copyrighted/copyclaimed then they can't use it as they see fit. They have to pay you to use it. So, you want to make sure that if they use the signature that whatever the trespass is is whatever the value of the signature would be on that particular account. So, the signature would be used in exchange for whatever value. And should they not follow then they are in breach of fiduciary duty.

You aren't trying to lien them. You are establishing who is the owner and the one controlling the estate. The one who is responsible for the financial affairs of the estate.

If you want to grant them permission to access the estate (say in a federal case) they can have permission as long as they return the release deposits back to you. And you make it clear that you are controlling the estate. If there is a reissue of securities you are going to control it.

**When securities are reissued on the market you can get the CUSIP and you can then claim the interest of the securities. You don't want to collapse the securities. You want them to run and collect on the interest.**

**You take the interest and claim it on a 1041.** And you also want to have the bond in hand. Whoever has the bond is the BO. Whoever is holding the COLB is the BO.

The BO is assigned value from the grantor. Now the BO is responsible for overseeing the value of the investments. The grantor is the grantor to the accounts and also the grantor to the investments that were reissued from the accounts. And he needs to establish the BO over all these securities.

**Recoupment.** You can obtain the CUSIP and find the value and obtain the interest through the treasury direct account.

The level 17995 is all about mastering recoupment. But before you can get there you have to get everything in place and learn to control the grantor and BO at the same time on an individual account.

1/5

If I put a pen into your hand and then take it out most people would think that there is no pen in their hand. But in actuality the pen is just missing. It is a deficit. It is a negative charge. It wasn't like that

before you took the pen. But you took possession of something then it was taken out and the logical conclusion is there is nothing in your hand. But not according to account. According to accounting there is a missing pen which is equivalent of a deficit. This is what is happening in the pass-thru account. There is a negative charge because something was withheld and taken from this SS pass-thru account. This SS pass-thru account is not the grantor but it is the same person in a different position. So you can have a trust where a grantor is a trust and also is a pass-thru within the trust. It cannot be the one who receives value directly but it can be a pass-thru of the initial trust. If it receives value to be spent it is bank fraud.

When you go out there as the SS individual or any other capacity you are coming as the representative of a bank. The bank is the estate.

So if a pen (dollar) is missing then we need to replace it or get that dollar back. Either you go out and create a BOE or something of value to replace the dollar which is a deficit, which is equivalent to a negative charge, which out there they call out there they call a debt but it is not really a debt. The national debt is just a negative charge but it is not a debt. It is really a transfer of wealth. The national debt is nothing more than a transcript of how wealth is transferred through pass-thru accounts back to off-shore and off-balance sheet. They are being withheld because they are abandoned by the grantor. They know about the pass-thru. Why do you think they have the W-8BEN?

#### **Part IV      Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- 1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
- 2 The beneficial owner is not a U.S. person,
- 3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and
- 4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

<b>Sign Here</b> 	Signature of beneficial owner (or individual authorized to sign for beneficial owner)	Date (MM-DD-YYYY)	Capacity in which acting
For Paperwork Reduction Act Notice, see separate instructions.		Cat. No. 25047Z	Form <b>W-8BEN</b> (Rev. 2-2006)

#### **These withholding agents are trustees. (Dad taxes)**

The signature is authorizing these trustees to release money to the BO. It doesn't say anything about the pass-thru. You are just supposed to know about the pass-thru and that we must use the pass-thru. You are giving them instructions through this form.

**The BO has to be foreign and exempt and of which he is entitled to which is being withheld by withholding agents.**

Capacity in which acting = Trustee for Beneficial Owner

Reference number(s) is related to accounts holding asset/value which is income.

If you know what you are doing then you will only submit this form to withholding agents on the private side. In actuality it is one bank (estate) doing business with another bank (withholding agent). So this information will not show up in the public. You also want to include the letter of appointment of the beneficial owner. This will go to the CFO and other administrators. This is very powerful because it is the IRS telling them what to do.

PASS THRU FLOW CHART



So the charge went into the pass-thru account and then taken out or withheld by agents and placed into another account and considered abandoned funds. When that value is taken out of the SS account you now have a missing charge. It is a negative charge, which is the AR to the lender. The positive charge is the AR back to the SS individual but the SS individual can't receive it. The SS individual is holding the deficit and the SS individual didn't even know they took it out and so by default the SS becomes responsible for paying the negative charge because it is was in the SS individuals account. They have the right to take it out because they are part of the creators of the system. It may not be right morally but it is right according to their system. But they got a system that works successfully for transferring wealth from the people.

When they take it out you need to either replace it or find out who took it and get it back.

**The pass-thru is the entity where all the money moves through. The problem is the grantor didn't give the trustees over the account the knowledge as to how they are supposed to administer the pass-thru to the BO. So to put that in place you need the W-8IMY. And to deal with the UBO you need the W-8BEN.**

We are not dealing with who is holding then funds now. Now we are dealing with tax accounting.

With the UBO you can now have a beneficiary, which could easily be the grantor proxy trust.

**So you have funds transferred to a pass-thru trust account where the UBO via the W-8BEN has been established to receive the income. There was a positive charge that went into the account but it was not claimed as income. It was just pulled out and went somewhere else and there were no taxes paid on that income. That money is sitting in an account somewhere where they can fractionalize it and monetize and they don't have to worry about paying any taxes because you never claimed it as income. It is abandoned money just sitting there because you didn't claim it as yours. And they aren't trying to claim it is as theirs because they are just fractionalizing it against it. And they are also charging you a fee to administer this abandoned account. So here you come realizing you need to put the pass-thru in place. You are claiming the pass-thru positioning. Then you bring in the UBO to order the withholding agents to transfer the credit back through to the UBO where the UBO is to pay the tax on the income and transfer the value to the beneficiary which could be the original investor or the grantor proxy trust.** The SS individual can assign all his interest to the grantor proxy trust to carry all his interest for him.

Each account will have a different UBO. So there will be a different trust for each UBO.

It is important that whatever we are doing we must have documentation of all of it. It is best to the accountable mailing system along with UCC filing to create evidence of such transactions and documents.

When operating this way there are key spots where instruments can be written. But you have to know when it is best for the executor or the grantor to write the instrument. But whenever you write an instrument it is going to create income. So if the grantor writes it he needs to give instructions for the benefit and the proceeds to go the UBO as income with the executor overseeing it. If you write an instrument in the executor position the executor can reaffirm the grantor's instructions for all the trustees overseeing the account as to what they are supposed to be doing. The executor only operates on the private side so he is only giving instructions on the private side. The UBO can write an instrument to settle and close anything. The UBO is the most powerful position because if you have a grantor and no UBO then you can't bring the value back. **IRS knows who the pass-thru is which is why they created the IMY and BEN. They created and know the system.**

If you use the grantor they are going to test the grantor. But when you use the UBO and they try and test the UBO he doesn't have to show up for anything. Which means the pressure isn't on you it's on the UBO. The UBO only operates through paper. The name of the grantor and the pass-thru are the same. The only difference is that the pass-thru is not the grantor in this position. In the pass-thru position he can now operate as a trustee which is now responsible for the deficit. Also in this position the real man can link up with the trustee and be the surety of the trustees, which is the problem in every court case out there. So you have to separate the real man from the trustee and control the pass-thru and give the orders necessary to settle and close the account. Remove the lien and security from the collateral. It doesn't matter if it is the body, house or car. It is the same thing. Merge the title together and settle and close.

### ***Opening a bank account***

Need an SS-4 for the UBO

Legal Name will be the name of the Trust in the private

Apricot Publishing Trust 010589 (010589 is 25 years back from today's date which is the symbol of the 25<sup>th</sup> birthday of the BO which means the BO is fully vested with the IRS).

Trade name is the name in the public. It is like a cover name so we don't have to use the private name in the public. You can use a real person name so it looks like a person.

Mailing address should be a PO Box

c/o PO Box 11111

Miami, Florida (Non-Domestic)

Dade, Florida United States of North America

You can use the same PO Box for each UBO that you set up.

Name of Responsible party is the name of a treasurer which could actually create its own SS-4 as a trust.

Robert Valentine, Treasurer

The trustee will be the name of the treasury where the treasurer serves. Another SS-4 for a trust.

Red Fox Treasury – TTEE

SSN, ITN, or EIN

EXEMPT PURSUANT TO 26 CFR 301.7701. This is dealing with establishing a disregarded entity. This is only for study purposes.

Type of entity

Other Specify -> Private non-profit Trust.

It isn't going to make any profit. It is going to transfer all income directly to the beneficiaries account.

Reason for applying

Other Specify -> Private non-profit Trust

Date business started

01/05/2014

Closing month is the month before the business started

Box 16

Other -> Ministry (The BO is a ministry. Its job is to be in ministry capacity of the value and send it where it needs to go. You can take that value and send it to a church).

Signature by the Treasurer

Name and Title

Robert Valentine, Treasurer

Mail it in. If they have a question they will fax a question and ask for clarification. If you need it quickly then you can call it in.

The objective is to get a 36-XXXXXXX EIN.

Three ways to open a bank account

- Create Corp sole which is accepted on the public side. The principal party is a trust.
- Get a NM LLC and make the principal parties three different Trusts (Secretary, Treasury, responsible principal). The LLC does not need to report to IRS. You take the indentures of the LLC and open a bank account.
- **Go into the bank with an unincorporated association and the principal party is the BO. You would go into the bank as the BO and the ID of the BO.**

COLORABLE CONSTRUED DISCRETIONARY TRUST RELATIONSHIP

Grantor (Legal Person) – Trustee (Legal Person by performance) – Beneficiary (no ownership rights)

CORRECTED TRUST RELATIONSHIP

→ Estate Executor

Grantor/Settlor (Legal Person) → Trustee (Withholding Agent) → Pass Thru Entity (SS Trust &amp; Grantor to B.O. Trust) → Beneficial Owner (Trust) → Trustee/Beneficiary

The Borrower(s) and Guarantor(s) hereby consent(s) to **Home Trust Company** obtaining credit and/or personal information on the Borrower(s) or Guarantor(s) from any source and each such source is hereby authorized to provide such information to Home Trust Company. Note: In British Columbia this consent allows information on a spouse to be included in any report.

COMMITMENT ACCEPTANCE DATE	FINAL FUNDING DATE	NON-REFUNDABLE DEPOSIT ON ACCOUNT OF COMMITMENT FEE
October 03, 2006	October 23, 2006	\$500.00 on \$7,000.00 Commitment

I/we the undersigned hereby declare that I/we are not acting on behalf of a third party and that the account referred to herein does not have any beneficial owners.

ACCEPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2006.

HOME TRUST COMPANY

Per:

The lender is obtaining credit on the borrower. The borrower is the original issue of credit.

The borrower is not acting on behalf of a third party and that the account does not have any beneficial owners. This is in present tense. So at the time of signing there isn't a BO. There must be something pretty important that you have to sign off saying there isn't a BO. **But this doesn't mean you can't put one in place later. It doesn't say "does not and will not."**

If there was BO then you would have to scratch it out and say that there is a BO.

When you go into a bank to setup certain accounts they may ask about a BO.

Opening a Bank Account. Option 1

- Create an LLC in NM. When you organize it make sure you have personas set up as trusts to take positions such as treasurer, secretary and principal entity. Get EIN for each trust (98 or 36). NM does not require the entity to file taxes. So there is no tax reporting required by the LLC.
- When the LLC goes to the bank it is an automatic disregarded entity so it is not liable for any taxes. The owner is the one liable for the taxes.

- The primary move is to setup an account with a BO.
- **Show the SS-4 on the BO with the ID on the BO. Not a Driver's License or US Passport**
- They may ask for the principal's information. Make sure the trustee of the principal trust is not a business name but should be a name of an individual like a living man.
- You will sign in the capacity of what is on the IDP. So the name of the trust has to be the same name as the individual. You are assuming a new name as trustee of the BO trust.

#### Option 2

- Create an unincorporated non-statutory association to operate for banking purposes for humanitarian purposes. It has an EIN but non-statutory. Looks like a 501C3 but it is not statutory
- Deal with taxes with either an order to pay or some other negotiable instrument or reduce the tax liability all the way down to zero.

#### Option 3

- Create an unincorporated business association where the estate has special privileges.
- The BO will be the BO of the estate and operating without legal determination.

#### Option 4

- Walk in with a private trust. A little more difficult because they will want to see trust indentures. You can show a notice that shows it exists with a certificate and/or banking instructions (bank resolution). The grantor is giving permission to the trustees to open a bank account.
- When you set the trust in place you always want to bring the BO onto the title.

#### Option 5

- You can turn a trust into an unincorporated association
- If they say they need to ask legal you say "I don't understand why you need to ask legal when this is an aboriginal organization operating under treaty?"

**A disregarded entity is an entity where the liability to file taxes is transferred to the owner of the entity.** What if the owner is a disregarded entity? Then it is transferred again to someone else (owner).

**The BO will be a disregarded entity and it controls the bank accounts. But not only bank accounts but every account out there.**

When the BO is not on the scene then you can only handle things with the grantor or executor but once the BO is on the scene he takes the position of settlor. The one who settles the account or the one whom the settlement of the account is for. **The BO is the BO over the account that is associated with the pass-thru.**

On the SS card the front is the public and the back is the private. It is a split title. The name on the front is the name on the account. The account is the trust. The IRS doesn't really call it a trust they call it an individual. When you do a 1040 it says it is for individual taxes. It is an individual operating like a trust. It is operating as a pass-thru or like a transaction account. We treat it like a trust because there is a

trustee. The name on the SS is the name of the trustee. The SS number is the trust account. On the back the red number is another trust account and the title is split there. The name of the account is the uppercase and the trustee is the same name as the uppercase.

In most cases the name on the SS is the same on the BC. You are thinking that the uppercase is the name of the SS account and that's it. But it is actually the name of the BC where they pulled the credit. Most people just give a SS number and think it is them.

The SS is a pass-thru to the BC. At the same time the same uppercase name is also associated with the grantor. We know that when you walk into an account you don't use a BC. You showed an ID associated with the SS (driver, passport, etc). The SS they know is a pass-thru entity and they know this. It is associated to the estate uppercase. It is the grantor of the account but it is just a pass-thru from the estate. The true value comes from the estate by way of the uppercase that passes through the SS to open **an account such as a credit card**. Then a withholding agent obtains credit and personal information. What happened to the credit? It was transferred and claimed by the lender through a court process.

**The withholding agents are the trustees over said account. Once identified then you have to determine what party is the grantor and what party is the BO and go back and correct the record.**

April 11, 1994

**HOMERO DAVILA o/b/o, ERICK DAVILA, Plaintiff,  
v.  
DONNA E. SHALALA, Secretary of Health and Human Services, Defendant.**

The opinion of the court was delivered by: VINCENT L. BRODERICK

**MEMORANDUM ORDER**

(1984); *Doughty v. Bowen*, 839 F.2d 644, 647 (10th Cir. 1988). However, if the information available shows a determination that would appear groundless unless the agency finds, reconstructs the record or conducts a new hearing providing a substitute record, interim benefits constitute a lesser step than deciding the merits on the basis of a skimpy record.

*Taylor v. Heckler*, 769 F.2d 201 (4th Cir. 1985), denied such relief but there was no contention there of a finding that it would have been possible for the court to rule in favor of the applicant on the merits based on existing materials available because where any party has failed to provide information within its control reasonably promptly, an adverse inference can be drawn.

The powerful mandate states that "courts construe contrary to the position of the party who fails to produce or recreate records" is the tenet behind *Davila vs. Shalala*.

[http://www.findlaw.com/research/wtrmDocViewer.aspx?xp=tac\\_19940411\\_0000159.SNY.html/0x](http://www.findlaw.com/research/wtrmDocViewer.aspx?xp=tac_19940411_0000159.SNY.html/0x)

## PUBLIC ORDER TO DISCHARGE, SETTLE & CLOSE READ BY AUTHORIZED REPRESENTATIVE BEFORE A JUDGE

I, AUTHORIZED REPRESENTATIVE, on behalf of the defendant, JOHN HENRY DOE ESTATE, GRANTOR for Trust Claim Case # 00-000000000, d.b.a. JOHN HENRY DOE, SS# 000-00-0000, who are right here, [HOLD UP YOUR BIRTH CERTIFICATE & SS CARD] am making a SPECIAL LIMITED APPEARANCE;

States the following on and for the record:

That the real man/woman who funded ESTATE of JOHN HENRY DOE is alive, and is a living foreign disregarded entity in the person of his/her AUTHORIZED REPRESENTATIVE, is not presumed dead, is not trustee, nor surety for either ss# 000-00-0000 or Trust claim Case # 00-00000000;

As I understand this process Judge; The county Attorney [or] Police Officer [or] Plaintiff has

As I understand this process Judge; The county Attorney [or] Police Officer [or] Plaintiff has submitted a claim against the TRUST to be deposited by general deposit without an affidavit in support of said claim regarding a presumed offense with the Clerk against ESTATE of JOHN HENRY DOE held in trust, using as the defendant the name as it appears on this Birth Certificate in CAPITAL LETTERS or any derivative thereof;

The Clerk who is the Administrator of the Trust, then appointed you the Judge, as TRUSTEE for the CESTUI QUE TRUST, Trust Claim Case # 00-0000000, which in turn makes the PLAINTIFF a PRESUMED BENEFICIARY and you my accepted TRUSTEE confirmed by your Oath of Office;

As my TRUSTEE, I hereby instruct you to:

As my TRUSTEE, I hereby instruct you to:

- 1). Withdraw the general deposit associated with case # 00-000000000 and close and withdraw the account and re-deposit and re-open it as a special deposit trust account for JOHN HENRY DOE ss# 000-00-0000;
- 2). Discharge this entire matter, with prejudice;
- 3). Zero out accounting for ss# 000-00-0000;
- 4). Award the withheld credit/original asset value, which is the positive charge drawn against said ESTATE of JOHN HENRY DOE to be paid to the BENEFICIAL OWNER on record;
- 5). Settle and close Trust Claim Case # 00-0000000;

However, should the above instructions not be followed, it is hereby order by the HIGH COURT OF THE OFFICE OF GENERAL EXECUTOR that NO permission be granted to access said ESTATE and that all credit withdrawn from the same be charged-back to the ESTATE TRUST and hereby orders the dismissal of this case immediately on behalf of the defendant.

You need to separate the real man as surety. And that you are now moving with who is surety for the account.

According to the IRS if an infant is born it is presumed dead until the SS has been processed and received. Once it is processed it is presumed as grantor.

### **The little baby was born before registration. The little baby was born a king.**

Mommy signs as agent for the baby and assigns all the future value to the state. When the baby is 25 then it has full responsibility.

The baby has agents overseeing its accounts until it is 25 but nobody taught the baby what to do. But the baby is the grantor of the estate. One who grants does not have to be grantor. The baby is grantor by birthright. It granted its future labor. The file number is the trust account. The name is an alphabetical way to identify the trust. The real issue is the file/account number. The COLB is a fictional document. The footprints transfer energy to the fictional document. Now the registry of the COLB operates as the grantor and then you have the BC.

So the BC is put in place and it is now the grantor for the SS trust. The SS trust gets its value from the BC and the BC gets its power/energy from the real man grantor.

The SS is grantor to an account but all the value comes from the real man. So when they go out and charge the account or obtain credit they get it from the estate trust through the treasury.

The withholding agent can apply at the BC level or the account level. The pass-thru receives the deficit.

The pass-thru goes out and opens an account in the name of the uppercase with the SS associated with it. The same name is associated with the BC name. They are tapping into this by making the grantor estate trust responsible for transferring value to the SS trust. But it is basically a transaction account and the withholding agents are not allowing the credit to offset the books so that you do not have to pay the obligation. When the account is created the SS through the signature abandons its position by granting over value into the account, which is the duality.

**The executor over the BC account is the one to make sure the intent of the grantor is followed. He opens and shuts the door of the BC. The SS individual (pass-thru) creates an obligation and it is submitted back to the estate trust. So the trustees (withholding agents) present the obligation back to the grantor ("in lieu of...") and now grants permission for the credit to be created into the transaction account. They are taking the credit and escrowing it somewhere leaving a deficit for the SS individual. It was not merged. The record has to be created.**

#### Taxes

They are creating tax liabilities out there and you are the one paying it and you didn't know it. You have to let them know about the taxes. You have to control the taxes, which is the job of the BO. He is the one that takes care of the financial liabilities of the grantor. He takes over all financial affairs of the

**grantor. The BO can go an fire the plaintiffs, which are the presumed BO.**

The de son tort beneficiaries need to be terminated. There needs to be a revocation of POA and a copyright of the signature.

## IRS Forms

### SS-4 for Individual reclassification

#### SS-4 for BO

It is important to use the **trade name** so you can use the trade name in public instead of the actual BO name. So when you use the trade name on the UCC-1 they won't be able to trace it back to the actual BO.

#### W-8IMY

An individual is the classification of the SS trust. So the name of the individual is the SS Trust.

If they are the trustees that you created with trust indentures with then you need to show them the trust indentures. If you have an account out there that is a trust account so where are the indentures. Without the indentures they are construing it. The grantor needs to make sure the trust documents are written and shared with the trustees on the private side. They are now under fiduciary restraint.

#### There is IRS accounting and institution accounting.

The country of incorporation or organization for the individual cannot be UNITED STATES it needs to be the **United States of North America**. It needs to be outside the democracy. So even AUSTRALIA could be considered in the democracy.

Number 3. Type of entity is based on the country of organization.

Why are we establishing the SS Individual as the pass-thru on the W-8IMY? Why not use a separate organization instead of the individual? All charges are associated to the individual. Every charge out there is charged against the estate and deposited into the SS account. It is a pass-thru. But we have to identify it as such or else it will be considered as abandoned funds.

#### W-8BEN

The country of incorporation or organization for the individual cannot be UNITED STATES it needs to be the **United States of North America**. It needs to be outside the democracy. So even AUSTRALIA could be considered in the democracy.

May want to use the trustee as the one signing the W-8BEN

Reference number: will be the account number

**8832**

This is to get an approval letter of a disregarded entity.

**2848**

**56**

The **fiduciary's name** might be an agent acting in fiduciary capacity for the grantor. Establish a separate trust to operate as an agent in the capacity as authorized representative of the grantor/SS Individual in fiduciary capacity established by appointment by said grantor instead of using upper case and lower case name. That documentation should be added to the bottom of the 56 form along with fiduciary instructions. And the AR can operate as a fiduciary without being a trustee.

Note: the problem with the 56 is you cannot terminate or reaffirm fiduciaries once they are appointed.

Is there a difference between a fiduciary and a trustee? A trustee is a fiduciary however a fiduciary does not have to be a trustee. A fiduciary can be an agent. An agent can make deposits but that doesn't make the agent a grantor. There are agents for the grantor. So the grantor is creating agents to operate on his behalf.

There is no need to do a 2848 (POA) if you do a 56 because they are operating as an agent of the trust on behalf of the grantor.

We are appointing an entity to be fiduciary but we have to show proof that they have been appointed. **But don't use form 56. It is not to be used.**

## UCC1

The pass-thru individual is associated to the uppercase estate. You have an estate trust (BC). Of that trust is the pass-thru to the BO. With the estate they come in and operating as fiduciaries and control the accounts through split title and they are withholding value from the estate and not using it to settle accounts. They are creating, through constructive trusts, substitute beneficiaries that are claiming the interest and value created by the SS person via the signature. But it is deposited into an account relative to the SS number but it is not being used to settle any accounts. So it is being blocked and transferred into accounts somewhere else. The pass-thru account has not yet been activated. The only way it can be activated is through the grantor. So the grantor activates this on each individual account.

When setting up the UCC-1 there are various trustees out there acting as debtors.

They know the estate is yours, They are using the SS trust to access it.

**The UCC-1 is used to identify who the owner of the account is. Who is it who has the secured interest and what the secured property is.**

Read "Reclaiming your securities" to understand who the trustees are.

Read "Commercial Healing for Status Alignment" to understand the UCC-1 process.

The secured party is the grantor/SS individual which became secure by the signing of the instrument itself.

The debtor would be the one holding the instrument or leave it blank if you don't know it yet. There are many debtors to the estate and you will never know all of them. We may not know who the trustees are.

The trustees **could be**:

- Hospital
- DTC
- State
- Any of the PTB
- Any banking institution

Ultimately the UCC-1 will be used on a case by case basis for each individual account. The pretender lender would be a good example.

Box 17  
Trustee acting with respect to property held in trust

Box 18  
Debtor is NOT a transmitting utility.

Collateral

Collateral means property that is used to secure.

This may be a great place to put the CUSIP information.

What is the interest? What is the claim? What is it of value that the grantor has done?

What is being secured? What is the property that is secured by the grantor? The signature. Anything the signature put value to. Anything that the grantor gave value in or to. If he makes a deposit on something. Makes payments on something. Up keeping anything. Signature being used to create value on anything.

The collateral is used to notice our interest separate from their interest. This is what they are defaulting on and foreclosing against – our interest that we have not claimed.

Security agreement

How can you put a security agreement in place when the other party isn't signing? You cannot sign on the behalf of the institutions as the debtor.

You already have a so-called security agreement. You put the signature on the instrument.

If you want to go after the BC as the debtor and go for the larger security then the mailing address is the file number of the BC and the city state zip is the address for the vital statistics.

But the BC doesn't rest at the vital statistics it rests at the DTC.

Read the "BC Scam" to understand how the BC was securitized.

Collateral.

Future labor. Past, present and future energy of the real man.

Get the CUSIP and drop the value into the UCC-1 and claim the value because you created the value.

### **UCC-3**

Assign it to the BO or the trade name of the business that is operating on the behalf of the BO. The trade name is the **public name**. When you use the trade name then nobody will know it is the BO except the IRS.

When doing a UCC-3 for the entire estate and assigning it to the BO he now controls the entire estate.

So now when they transfer value into the SS trust the BO over the estate is also the same BO that can be over the SS trust.

Seals

- Office of the Executor
  - If executor is established as the creditor
  - So SS individual is the executor of the estate
- Office of the Grantor

Birth Name

SSN

Name that is on the BC

File Number on BC

Number on back of SS Card

“New You” Name

Wilson Scott James