

## True Name FAMILY

### Formed of general public trust

Notice: The footnotes are fully incorporated into this text for Memorandum of Law. The purpose of this trust indenture is to expressly define the parameters of the extant public trust so to avoid assumpsit and inappropriate presumptions of constructive trust. Wherever there is error in the description of the extant public trust, this express trust will find penetrable fault. On the other hand, wherever the description is in coherence with the intent of the trust Creator, this express trust is impenetrable.

Delegation of authority: Constitution of the United States of America c.1789, Article VI – "...any office or public trust under them."

### CONTRACT AND DECLARATION OF TRUST

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged. Franklin Delano ROOSEVELT, hereinafter referred to as the "Creator," and [first trustee],<sup>1</sup> hereinafter referred to as the "First Trustee," enter into this Contract and Declaration of Trust on the day, month and year hereinafter set forth.

#### ARTICLE I. THE CONTRACT.

1.01. This document establishes a common law contractual relationship whereby the Trustee(s) agree(s) to accept title to certain property exchanged in Trust for Certificates of Beneficial Interest.

1.02. The Trustee(s), including any agent making appearance, recognizing a fiduciary obligation, agree to manage the Trust property for the Beneficial Certificate Holders. Should more than one Trustee be appointed to manage the affairs of the Trust, the Trust's property shall be held in joint tenancy. Any IMF agent/trustee appointed

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<sup>1</sup> Disclosed by the *de jure* 13<sup>th</sup> Amendment to the Constitution ("destroyed" by burning courthouses and libraries during the War Between the States) any citizen of the United States is a federal employee. This construction stems from the original situation where people were state citizens until elected or appointed to serve as public servants – citizens of the (District) United States corporation. Therefore the named individual is a citizen of the United States to conform to recognition standards for valid trusts only. All appearances will be restricted under Rule E of the F.R.C.P. and restricted only to the claim expressed. Any agent of the bankrupt corporation United States and any agent of the United Nations charter mathematics "Bank and Fund" World Bank will be appointed by appearance as trustee and appointed full fiduciary responsibility to correct the record accurately.

fiduciary becomes first and foremost obligated to correct the record and accounts in favor of the beneficiary<sup>2</sup> of True Name FAMILY, True Name. Any transfer of funds or property contrary to the benefit of True Name can only be executed after review of this trust indenture by an Article III judiciary and by authorized court order. This stipulation covers employer and broker's garnishment and alleged liens of any kind.

1.03. The Trust (True Name FAMILY) through its Trustee(s) shall allocate 100 units of beneficial interest in the form of Certificates of Beneficial Interest.

1.04. The Creator by this instrument<sup>3</sup> offers certain property to the Trustee(s).

All private property is set forth in Exhibit "A" attached to this agreement and incorporated herein by reference.

All real property is set forth in Exhibit "B" attached to this agreement and incorporated herein by reference.

1.05. The First Trustee, by executing this instrument, accepts the terms and conditions of this Trust Indenture. Any IMF trustee/fiduciaries appointed by appearance also accept the terms and conditions of this Trust indenture.

1.06. The First Trustee accepts on behalf of the Trust the property conveyed by the Creator in exchange for Units of Beneficial Interest. The transfer made the subject of this paragraph shall not be characterized as either a gift or a sale.

## ARTICLE II. TRUST NAME.

2.01. The name of the Trust shall be: True Name FAMILY<sup>4</sup>

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<sup>2</sup> "Because the American system from its inception presupposed and sought to maintain a society based on personal liberty, on private ownership of property and on reasonable private profit from each man's labor or capital, the New Deal would insist on all three factors. But because the American system visualized protection of the individual against the misuse of private economic power, the New Deal would insist on curbing such power." *The Public Papers and Addresses of Franklin D. Roosevelt; 1933 The Year of Crisis*; Random House 1938; page 5 of the *Introduction* written by Franklin Delano in 1938.

<sup>3</sup> "Recognized Government bonds are as safe as Government currency. They have the same credit back of them. And, therefore, if we can persuade people all through the country, when their salary checks come in, to deposit them in new accounts, which will be held in trust and kept in one of the new forms I have mentioned, we shall have made progress." *The Public Papers and Addresses of Franklin D. Roosevelt; 1933 The Year of Crisis*; Random House 1938; page 19. Excerpt from the *Address before the Governors' Conference at the White House. March 6, 1933.*

<sup>4</sup> Variations of the legal name are permitted. The Birth Certificate spells the constructive trust "True Name FAMILY". *Black's Law Dictionary, Fifth Edition* explains that legal name "**Name.**" is "A person's "name" consists of one or more Christian or given names and one surname of family name." And we find the same

### ARTICLE III. TRUST DOMICILE.

3.01. The Trust shall be domiciled as follows:

[trust domicile address]

3.02. The Trust shall be interpreted and construed under the common law<sup>5</sup> of these united States of America<sup>6</sup>.

3.03. The domicile of the Trust may be changed to any other sites deemed wise, prudent and necessary by the Trustee(s).

### ARTICLE IV. TRUST CLASSIFICATION.

4.01. The Trust shall not operate as a partnership, association, joint venture, corporation or statutory Trust. It shall be construed, and in fact and in common law is, an irrevocable complex Trust. The framers of the Constitution were careful to limit government's ability to interfere with such contracts as this on in Article I, Section 10, Clause 1 "No State shall ...pass any law...impairing the obligation of contracts."

4.02. The Creator retains no control over the administration of the Trust and/or the ability to revoke, modify, terminate or change in any manner the Trust document. The Creator has no sub rosa or other arrangement with the Trustee(s) of the Trust that would cause the Trustee(s) to act at the direction of the Creator. The initial intent of the Creator

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definition for "name" at "**Legal name.**" "Under common law consists of one Christian name and one surname..." The French use the convention of encrypting the family name in all upper case and this has been adopted for the purpose of this trust indenture.

<sup>5</sup> Meaning right to the concept as of the Constitution of 1789. Since 1938 there has been development of "federal common law" since the *Erie Railroad Company v. Thompkins* doctrine blending law and equity. Justice Brandeis based 'faulty' common law on *Swift v. Tyson* 1842, granting unconstitutional powers guarded to the States by the 10<sup>th</sup> Amendment, improperly being granted to the federal government by the Court. So logically common law is sound by any argument prior to 1842.

Congress admits the original intent of this common law is to be preserved while amending the codified version of the 'saving to suitors' clause; Title 28 USC Section 1333:

The "saving to suitors" clause in sections 41(3) and 371(3) of title 28, U.S.C., 1940 ed., was changed by substituting the words "any other remedy to which he is otherwise entitled" for the words "the right of a common law remedy where the common law is competent to give it." The substituted language is simpler and more expressive of the original intent of Congress and is in conformity with Rule 2 of the Federal Rules of Civil Procedure **abolishing the distinction between law and equity.** (emphasis added)

Therefore recognition of the diversity of citizenship between the man's name True Name and the artificial entity or trust agreement "True Name FAMILY" is inherent in the common law.

<sup>6</sup> The 'u' in united is lower case plural because it is being used to describe States in Compact. The body politic under the Presidency of the Creator Franklin Delano ROOSEVELT is more commonly known as United States of America.

was expressed in 1938 by writing the Introduction to the book *The Public Papers and Addresses of Franklin D. Roosevelt; 1933 – The Year of Crisis*. The Trustee(s) shall only act as an independent fiduciary in the best interest of the Beneficial Unit Holders.

4.03 This Trust shall be construed by way of legal principles that guarantee the right of Common Law Contract.

#### ARTICLE V. TRUST DURATION.

5.01. The Trust shall come into legal existence upon its execution by the creator and First Trustee and shall endure for the duration of the infrastructure begun in 1933 predominantly known as the New Deal. The Trustee(s) shall have the power, by unanimous decision, to terminate the Trust at an earlier date. That is to say if society chooses a different social compact than the New Deal for foundation, this trust will not modify collaterally but will terminate. This express trust as a matter of law supersedes any and all constructive trusts. If such a choice is made uniformly to renovate the general social compact the corpus of this indenture shall be distributed to the holders of the units of Beneficial Interest.

#### ARTICLE VI. TRUSTEE CAPACITY AND POWERS.

6.01. The Trustee(s) may engage in any type of activity which the Trustee(s) deem in the best interest of the Trust including, but not limited to, buying, selling, borrowing, loaning, pledging, or hypothecating assets, and owning stock or entire charters of corporations, partnerships, associations or other Trusts.

6.02. No bond shall be required of the First Trustee. Any future Trustee shall not be required to be bonded unless the First Trustee or all of the members of a Board of Trustee require a bond. Any fiduciary/trustees who are appointed by appearance are bound to a general oath and often-specific oath to uphold the Constitution and common law of the land<sup>7</sup>. Should the First Trustee as a citizen of the United States be required to appear in any forum to defend the assets held in trust, the right of restricted appearance under Rule E(8) of the F.R.C.P. is retained. Notice of this indenture is extant since the

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<sup>7</sup> “Bankrupt laws are an encroachment upon the common law. The first in England was ...” *Bouvier's Law Dictionary* 1856. Therefore parties in interest of collections on the bankruptcy of the United States, International Monetary Fund Internal Revenue Service, have no claim to properties owned by this trust.

Governors' Convention of March, 1933 but this indenture may also be served as notice with or without the assets list (Attachments "A" and "B").

6.03. The Trustee(s) shall possess all powers necessary to operate and manage the Trust for the benefit of the Beneficial Unit Holders. Any agent/trustees by appearance are fully capable of adjusting the offset of any alleged debt owed by True Name FAMILY, True Name FAMILY or TRUE NAME FAMILY (synonyms).

6.04. The number of Trustees may be increased if such an increase acts as a benefit to the Trust. In fact appearance of any agent of the foreign principal IMF or World Bank regarding Income Tax or Federal Reserve Notes in general will automatically appoint the agent fiduciary and obligate said agent a fiduciary to correct the record in the Beneficial Unit Holders' interest. The decision of a Board of Trustees must always be unanimous. Controversy between the First Trustee and any other trustee will result in no decision and no conversion of funds, property or real estate. Any bankers or brokers employers or custodians of assets are automatically trustees over the funds or assets. Accounts are opened in good faith that the custodian will be protecting the beneficiaries, the Beneficial Unit Holders. The account will be a trust and the signature card will authorize in format (doing business as) "True Name dba Trust Name" – for example upon the First Trustee opening a bank account with subsequent trustee 'bank president's name' the bank president will be fully notified he is a trustee by disclosing this indenture and that the funds are held in trust. True Name will be authorized stipulated limited agent responsibilities (agent of the Trust at 6.08 below) signature to sign for transfers of funds "True Name dba True Name FAMILY".

6.05. The Trustee(s) shall, at the Trust's first regular meeting, designate one or more contingent Trustees who shall replace the then existing Trustee(s) in the event all of the Trustee(s) shall die or simultaneously become incapacitated.

6.06. Should all of the "sitting" Trustee(s) and contingent Trustees simultaneously die or become incapacitated, a Beneficial Unit Holder may apply to a Court of competent jurisdiction requesting a replacement or replacements. Keeping in mind the high unlikelihood of this transpiring since a bank president for example would simply be replaced by the bank administration. Or the First or subsequently appointed Trustee could open a new account elsewhere, assigning a new fiduciary/trustee at the new bank.

6.07. The Trustee(s)' liability hereunder shall be that of one who holds a fiduciary relationship with another. This stipulation extends to all agents of the IMF and all citizens of the United States (in corporate bankruptcy these are synonymous) stating any kind of claim against the assets held in trust. Statement of claim inherently appoints the agent fiduciary.

6.08. The Trustee(s) shall have the authority to appoint one or more agents of the Trust to act as signatory for the Trust on all checking and savings accounts to conduct transfers not exceeding \$15,000 in any month's duration. Transfers exceeding that will be approved in writing by the First Trustee and/or appointed trustee.

6.09. The Trustee(s) shall have the authority to appoint one or more agents to manage Trust assets and to advise the Trustee(s) and to accomplish any other functions endemic to the Trust purpose and operation.

6.10. The Trustee(s) shall have the authority to reasonably compensate Trustees and others who perform services beneficial to the Trust. This includes paying minimal fees for trustees appointed by appearance for the trouble of correcting the record in favor of the beneficiaries. However this is not to become repetitive behavior, paying appearing fiduciary/trustees to zero out bills.

6.11. The Trustee(s) shall maintain books, accounts and records and minutes of all regular meetings relative to Trust administration and business.

6.12. Properly serving this trust indenture upon any appearing fiduciary/trustee agents will be Notice of Appointment of Fiduciary and will authorize the new trustee to correct the record, offset the adjustment and zero out any alleged debt.

#### ARTICLE VII. RESTRICTIONS.

7.01. All remunerations of money or fair value, in any form, taken into the Trust, shall not be available to the Creator in his capacity as Creator.

7.02. The Trust shall not be held directly liable for any obligations of whatsoever nature of the Creator, Trustee(s) or the Beneficial Unit Holders.

7.03. The Beneficial Unit Holders may not, in any manner whatsoever, control the activities of the Trustee(s) including decisions relating to the disbursement of the remunerations of money or fair value, in any form, or corpus of the Trust. Petitions to

convey more than \$15,000 in cash or assets to or from this Trust must be made in writing to the First Trustee and/or Board of Trustees for a decision.

7.04. The death, insolvency, bankruptcy or incapacity of any Trustees or Beneficial Unit Holder shall not affect the operation or continuity of the Trust.

#### ARTICLE VIII. MEETINGS.

8.01. The Trustee(s) shall provide for meetings at stated intervals without notice. One or more of the Trustees upon three (3) days notice, which notice may not be waived, may call special meetings. Participation at such meetings may not require the physical presence of the participants, but may be conducted by telephone or other acceptable medium.

#### ARTICLE IX. BENEFICIAL UNIT HOLDERS.

9.01. The interest of any Beneficial Unit Holder shall be freely transferable or assignable by conveyance of Beneficial Unit Certificates through the Trustees as stipulated below at 9.04 - 9.05.

9.02. Death, insolvency or bankruptcy of any certificate holder, or the transfer of his/her certificate by sale, gift, devise or descent, shall not operate as dissolution of this instrument or in any manner affect the instrument or its operation. Ownership of certificates shall not entitle the holder to any legal title in or to the property, nor shall the death of a certificate holder entitle his/her heirs or legal representative to demand any portion or division of the property of the Trust, but said successor may succeed to the same equitable or distributable interest.

9.03. To the extent permitted by law, the interests of Beneficial Unit Holders shall not be subject to attachment or the claims of creditors. All claims will be marked Refused for Cause and returned to the presenter in the cognizance of the United States. Claims of creditors will not be considered unless authorized on their face by court order from a court of competent jurisdiction. This is because of bankruptcy of the United States these claims are by nature from the agents of a foreign principal and must be processed through the district courts of the United States and the foreign principal, the United Nations (IMF is an organ of the UN) has no standing in judicio in the district courts of the United States. Anyone making such a claim will inherently become a fiduciary/trustee by

appearance, obligated to adjust the offset and zero out the debt, until in the alternative proper judicial process cures the claim in law.

9.04. The Certificates of Beneficial Interest of this Trust are divided into 100 units or parts thereof. The units are non-assessable, non-taxable and non-negotiable.

9.05. Any Beneficial Unit Holder may surrender to the Trustee(s) all right, title and interest to any Beneficial Units held by said unit holder. The Trustee(s) may issue or not said units taking into account any suggestions made by the previous holder of said units.

9.06. Any Beneficial Unit Holder may name any person or persons to receive his/her units upon death. Such desire shall be conveyed to the Trustee(s) for the Trustee(s) approval.

9.07. The Trustee(s) may, but are not required to, distribute any and all remunerations of money or fair value, in any form, to Beneficial Unit Holders if there are any distributable remunerations of money or fair value, in any form, and not to distribute would cause the Trust to suffer a tax impact. Evaluation of any tax liability will be assessed under the common law – Income Tax by the 16<sup>th</sup> Amendment will be treated by its intent an excise tax and any occurrence of “made liable” in the tax codes will be carefully considered with the beneficiaries interest superseding.

9.08. The Trustee(s) will make a determination as to the existence or non-existence of distributable remunerations of money or fair value, in any form, periodically but at no greater interval than semi-annually.

9.09. Any Beneficial Unit Holder may waive right to any distribution if a written declaration of such waiver is delivered to the Trustee(s) prior to the date of distribution and such waiver is accepted by the Trustee(s). If the waiver is accepted, that portion of the distribution shall be allocated to the remaining Beneficial Unit Holders on a pro rata basis.

Said waiver would not be effective for future distributions, and the process set forth in this paragraph would have to be reemployed for each subsequent distribution if the Beneficial Unit Holders did not want to receive same.

#### ARTICLE X. MISCELLANEOUS.



10.01. This Indenture is irrevocable and may only be amended to better carry out its purpose or in order to comply with any applicable laws or regulation. Cessation of the Social Security System and Income Tax formed by Roosevelt's New Deal will only disburse assets among the Beneficial Unit holders in proportion to the 100% amounts individually held.

10.02. In the event it becomes necessary to remove a Trustee, Beneficial Unit Holders may apply to a court of competent jurisdiction as an appropriate forum. Display of a true judgment published in common law will be evidence of a court's competent jurisdiction. A Trustee will effectively be removed by acts of untrustworthy nature ab initio to the point in time of the dishonorable action(s). Trust in this indenture is a verb as well as a noun.

10.03. If any word, phrase or heading is deemed to be unenforceable, then the remainder of the agreement shall remain in full force and effect.

10.04. Should the Trustee(s) disagree concerning a given course of action or the construction of any portion of this agreement, then any Trustee may initiate an arbitration under the common law.

10.05. The purpose of this Trust is:

To defeat presumptions and assumpsit developing over the years contrary to the original intent of the Creator of the general public trust Franklin D. Roosevelt. The Public Papers and Addresses of Franklin D. Roosevelt expressly establishes the initial foundation of the public trust but many collection processes especially by private big money interests like the Federal Reserve and Treasury take advantage of constructive trusts, many of the presumptions are under a presumption of forfeiture under bankruptcy. This Trust, by conforming to the initial express trust and being an express trust is intended to protect the Trust's right of avoidance and to the benefit of the beneficiaries, primarily True Name as limited agent signing "True Name dba True Name FAMILY".

10.06. The goal of this Trust is:

Protect the wealth (energy) properly belonging to the Trust as formed around True Name upon a general bond into the general public trust by which he unwittingly signed a Birth Certificate with his inky little feet. The Birth Certificate as a conveyance utility can be a useful tool in commercial commerce but collection agents are often ignorant or

unscrupulous about the common law. By automatically appointing the collection agent a fiduciary/trustee upon appearance, the problem is solved.

CERTIFICATION OF TRUST INDENTURE

True Name FAMILY.

IN WITNESS WHEREOF, THE CREATOR AND FIRST TRUSTEE have hereunto set into their hands and seal in recognition of the fact that the verbiage contained in this Trust Instrument was drawn in recognition of the conveyance and acceptance of the property and the obligations and the duties herein assigned.

CREATOR: FRANKLIN DELANO ROOSEVELT by legacy commonly known as The New Deal. Replaced by a competent witness who is aware of the general knowledge that Roosevelt implemented an emergency social structure when he became President in 1933.

FIRST TRUSTEE: [first trustee signature]

ACKNOWLEDGEMENT

NOTARY PUBLIC

State of Montana, County of [county]

On this date [date], before me, the undersigned Notary Public in and for said State, personally appeared the above named First Trustee, and a competent witness about the public activities of Franklin Delano ROOSEVELT, who are known to me or proved to me on the basis of satisfactory evidence, to be the people who executed this Trust Indenture and who have read its terms and conditions and [name of First Trustee] agrees to be bound by them.

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First Trustee

\_\_\_\_\_  
Competent Witness

Notary in & for said State & County: [notary state & county]

My Commission Expires: [notary expiration]

Seal: [notary seal]

