

A Layman's Educational Guide to Forming Private Express Trusts

The Sovereign Trust By the One, For the One

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The documents in this pack present an example of what Private Trust documents can contain and are intended as a guide for those individuals who wish to start learning about personal asset management and protection. The pack includes sample templates with instructions so that people can choose to produce their own Private Trust documents.

This pack is for Sovereign educational purposes only, meaning that the information is presented to you as a Sovereign being on the understanding that you decide how you wish to interpret and use it. You are, therefore liable for your own actions.

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Introduction to the Sovereign Trust

A private trust is a legal arrangement where one party (the Settlor) transfers assets to a Trustee to hold for the benefit of one or more Beneficiaries. This arrangement is governed by a Trust Deed that you can write easily without a solicitor or accountant.

Private Trusts are not only for the rich; they are for anyone wanting to protect, manage, and pass on their assets, such as cars, jewellery, antiques, bikes, tech devices, homes, vans, caravans, or motor homes etc. The assets will always belong to the Trust and are therefore protected from misuse by family members or alleged creditors.

A private trust protects:

- Children from Divorce - trust assets are not split with an ex-spouse.
- Care Home Fees - you don't own the property so it isn't declared as an asset.
- Bankruptcy - if you don't own something it can't be taken from you.
- Charges on Property - a charge means you lose control.
- Probate - it can take from 6 to 18 months in the UK. Assets in a trust don't need to go through probate.

The Sovereign Trust is based on several existing family Trust documents that have been consolidated and adapted to suit sovereign individuals. It has been provided on a donation basis so that as many sovereign men and women as possible may access the benefits of a Private Trust. By donating to The Sovereign Trust you are accessing this information for your own, personal use; this documentation may not be sold for profit.

We want our brothers and sisters to be able to protect their assets in the same way that the elites have been doing for thousands of years. The wealthiest people on Earth use trusts to hide their wealth. They control everything and own nothing by putting their property or 'res' into a Trust which is controlled by a Trustee whilst those identified as the beneficiaries enjoy the benefits as a Beneficiary.

This Express Trust is intended as a guide for the use of sovereign individuals who desire to learn about and exercise their natural, inalienable right to control private property (land, money, personal items etc).¹

The Trust is created by the act of the Settlor, as the living man or woman, giving up ownership of private property and transferring it to the control of the Trustee. This intention is expressed by the Settlor as stated in writing in the Trust Deed. The Trust Deed outlines the terms of Trust.

The act of creating a Trust is a common law right that may be exercised sui juris by any man or woman. The Latin term sui juris means "of one's own right" and describes a man or woman who is not under any legal disability or subject to the authority of another person. This sovereign individual is therefore fully capable of managing his or her own affairs and can act on his or her own behalf.²

¹<https://commonlaw.earth/index.php?view=article&id=21:your-rights&catid=55&highlight=WyJpbmFsaWVuYWJsZSJdn>

²<https://legaldictionary.net/sui-juris/>

A Trust in its most basic sense is a property interest held by a person (the Trustee) at the request of the living man or woman (the Settlor) for the benefit of a third party (the Beneficiary).

This Sovereign Trust is created by the act of the Settlor expressing in written form her instructions to the Trustee. The written form is the Trust Deed which the Trustee is expected to follow in exercise of her duties. The Settlor must have absolute title in the property before the declaration of the Trust. A Trust will only be valid if the Settlor has rights in the property at the time of purporting to declare the Trust.

The declaration of the Trust in written form via the Trust Deed requires attention to detail so that the intent of the Settlor, the objects, property, and instructions are described clearly and precisely. If there is any ambiguity, equity requires interpretation to construe the intent of the parties and the Trust may be deemed invalid. When all is set out properly there can be no lawful impairment.

When the Trust is created the Trustee acquires 'legal title' in the Trust fund and the Beneficiaries acquire the 'beneficial interest' in the Trust fund in accordance with the terms of the Trust. If the property were land then the legal title at the Land Registry would be in the name of the Trustee with her title and the name of the Trust: MS JANE SMITH, Trustee, XYZ Private Trust. If the Trust is registered as a Limited Company with Companies House in England and Wales you can just have the name of the Limited Company without the name of the Trustee. For example, Xylophone Yellow Zebra Private Trust Limited would be the transferee.

You, as the living man or woman, are handing over your private property to a separate entity. Although this role of Trustee has been traditionally handed to a trusted friend or family member, in the times when many are separating from incompatible relationships, you will be using your legal fiction as a separate legal entity.

The ability to use one's legal fiction as a Trustee is explained by Alastair Hudson in his book *Understanding Equity & Trusts*:

The Settlor drops out of the picture in her capacity as Settlor at the moment when the Trust is created. From that point forward trusts law is not concerned with people as people; rather, trusts law is concerned with the legal capacities in which people are acting on each occasion. To make that point clearer: it is possible for Adam to decide that he wants to create a Trust over the family home, over which he is absolute owner so that, after his death, his children will have title in it. It might be that Adam wants to avoid tax and so wishes to create a particular kind of Trust over his home. It would be possible for Adam, as absolute owner of the property, to be Settlor and thus to declare that he will act as Trustee himself for life and, after his death, for his children absolutely. In this situation Adam will be Settlor, Trustee and also one of the beneficiaries. This is perfectly normal: one person can act in those different capacities. Importantly, when Adam is acting as Trustee he will be treated by trusts law as though he was a different person from Adam acting as Beneficiary: when acting as Trustee, Adam would be prevented by trusts law from giving advantages to himself as opposed to acting impartially for all of the beneficiaries. It is in this way that trusts law is concerned with capacities and not simply with people. The only structure that would be logically impossible would be for Adam to declare that he holds the property as the sole Trustee on Trust for himself as the sole Beneficiary because, in that example, he would retain all of the available rights in the property. In that situation, we would say that no Trust had been created and that Adam simply remained absolute owner of the property.

As well as using our legal fiction or person as a Trustee we can also use a limited company, which is also a separate legal entity. It should be a limited company for which you are a director and it can be trading or dormant. A trading company could be one that you use for your business. If you have captured your legal fiction as a limited company in England and Wales you can also add your dormant Limited Company as a Trustee.

For example the living woman Jane: of the family Smith is the Settlor. She has decided to put her home in her own Sovereign Trust for the beneficial use of herself and her two daughters. She must have two Trustees minimum for the Trust.

Her legal fiction, MS JANE SMITH, is one of the trustees. The other Trustee is her dormant limited company JANE SMITH LIMITED for which Jane SMITH is a director. Both are separate legal entities.

Jane would like herself and her two daughters to be the Beneficiaries. :Jane: Smith is listed as a Beneficiary.

Jane uses her autograph to sign as the living woman in her role as the Settlor. She signs as the Trustee using her signature that she would normally use for her bank account or credit card. This signature would also be used by her to sign as the director of her limited company.

The signing of the Trust Deed means that Jane's legal estate is held by the Trustee at the request of the Settlor for the benefit of the Beneficiary who has a beneficial interest in the property. Jane and her daughters do not own any property, they are permitted to have use of it during their lifetimes. When they die the default beneficiaries will have the beneficial ownership and therefore the beneficial use.

There are different classes of Beneficiaries known as Primary, Secondary or Tertiary Beneficiaries. Usually, the Primary Beneficiaries are those persons whom you wish to specifically name as Beneficiaries. The Secondary Beneficiaries may include their spouses, parents, nephews, nieces, children and grandchildren. Tertiary Beneficiaries are a step more remote and include such things as related companies, etc.

The Trust forms a private contract whereby the Trustee is empowered by the Settlor to care for the property as he would do for himself as an individual sui juris. In this way the Trustee is providing a service to the Beneficiary; of looking after the property for the benefit of the Beneficiary. The Trustee is caring for the property as if it were his own and has legal ownership.

The Trustee's general duties are summarised by the core principles:

1. to act prudently and safely;
2. to act fairly between beneficiaries; and
3. to do the best for the beneficiaries financially.

This private express Trust has been created lawfully, by natural right, and therefore the parties own no duty to any government or other outside party. In forming the contract the Settlor, the Trustee, and the Beneficiary cannot be considered to be common law criminals involved in a civil wrong. As such the Trust is afforded all of the common law protections ordinarily given to private contracts, particularly that of obligation.

With an Express Trust the declaration constitutes the Trust and it has been noted in Trust

law that no particular technical expressions are required to create a valid declaration so long as the words used clearly state the Settlor's intent to create the Trust. The legal estate is therefore held by the Trustee at the request of the Settlor for the benefit of the Beneficiary who has a beneficial interest in the property.

The Trust Deed serves to establish the entire contractual arrangement including the identities and positions of the parties, the Trust's name, jurisdiction, and situs, and all the particulars of administration, all of which are supported by the courts of equity by the principle that equity compels performance. The Trust Deed also sets out the rights and interests of the Beneficiaries.

The result is the creation of a legal entity, or juridical person, with its own separate and distinct legal personality. A juridical person is a non-human person that is not a single natural person but an implied corporation recognised by law as a fictitious person with its own duties and rights. It can sue and be sued and function as a person in commerce by and through its Trustee. The Express Trust possesses the ability to hold or own property, engage in business transactions, and incur liabilities, as well as to assume creditorship like any other legal person.

The Trust's right of contract is therefore alienable and may be changed over to another's ownership, whereas the Settlor's natural right of contract is inalienable and cannot be transferred, taken away, or denied. The living man or woman's right of contract is considered so fundamental that even under Roman law, in its system of domestic slavery, all men, with the exception of slaves, retained this fundamental right *jus gentium*. It derives from man's Creator and is therefore an inalienable right. Man's right of contract is held by him in Trust to his Creator as property which has been settled upon him, and thus can never be contracted away because it would invalidate the original contract itself.

The Express Trust is a lawful, legal, valid business organisation, with the right to hold property and sue in its business name. Many of the powers of an Express Trust are the same as those of a corporation, but without the legislative requirement of registration in order for these powers to be activated. These advantages have been and still are seized by some of the shrewdest entities, whose wealth is widely known yet untraceable as in the case of the many Trust and Foundation organisations that are well known names today.

The Trust may operate a business, acquire a business, sell or otherwise dispose of its business.

This Trust uses the Legal Person Ms Jane Smith as the Trustee because that is a separate legal entity from the woman :Jane: Smith. The word person is used in opposition to the living woman or man.

The Trust Property may be classified as either "sustenance" or "capital" and may be split into a variety of categories so as to most effectively minimise each of the Trustee's and Beneficiaries' tax liability. The thing held in Trust is referred to as the Trust res, the subject matter of the Trust or the Trust property which can be your house, car, offspring, and other personal possessions. We have included a res document in your Trust pack which uses Postal Mechanics to put items into the Trust.

It is recommended to annex your property by forming a Trust for each large item. One for your home, one for a rental property you own, and one for your car. In this way if the car

Trust is opened in court the judge and others will not see any additional assets.

The Trustee

Any man, woman, or person deemed by the Settlor to be capable of taking physical possession of or legal title to property can be a Trustee, and there is no limit to the number of trustees who may serve in any one Trust but there must be a minimum of two. The powers and duties must be executed honourably, which is the basis for the general rule that beneficiaries are not desirable as trustees, although there is no law to forbid such an appointment.

Once the Trustee is appointed formally by his signing the Trust Deed, no court of common law or equity can prevent the Trustee from holding that office, except for breach of Trust or good cause dependent upon clear and lawful necessity.

The Trustee as a fiduciary to the Beneficiary assumes certain basic duties. The powers and duties of the Trustee are detailed in the Trust Deed, which you are encouraged to read.

The Trustee is the owner of legal title to the Trust property. The Trustee may buy, purchase, or exchange Trust property in the discharge of his duty to protect the Trust.

The primary objective should be wealth preservation so the purchase of precious metals will be safer than leaving any cash in the Trust bank account, which will be 0% interest anyway.

It is generally recommended that you limit the Trust's precious metals holdings to between 10 and 50% of the total net worth of its corpus, however, it could be advantageous to convert up to 80% of its total fund holdings. As a Trustee it is prudent to keep enough currency for regular expenses so as not to force liquidation of the corpus in order to raise cash for Trust expenses. The objective is to only keep as much cash as the Trust can suffer to lose in an economic crisis. Always take direct possession of the metal/s. Never take a paper receipt or allow the seller to hold the metals for safekeeping.

The Settlement Sum

The Settlor contributes a nominal sum to establish the Trust (usually £10.00). The payment of the settlement sum should be recorded in the books of the Trust, and be the first amount deposited into the new bank account established for the Trust. This amount is never repaid to the Settlor.

Minutes

It is the duty of the Trustee to keep minutes for all resolutions, decisions, and acts done in the administration of the Trust. This is a form of accounting alongside more detailed accounting. Keep notes of every Board of Trustees meeting based upon the notes or if there is only one Trustee on a decision to decision basis. There should be at least one board of trustees meeting annually, but quarterly would be better.

Vesting Date

For legal reasons, a Trust must terminate and does so on a date known as the "vesting date". The vesting date is the earlier date of either a specific expiration date or a period of eighty years from the date of execution of the Trust Deed.

A Trust may also be wound up at an earlier date. There is a formal process that must be undertaken to do so. A Trust's life may be extended a further 80 years and perpetually if so desired by the majority at a quorum of a meeting where the minutes are recorded.

The lifespan of a Trust is 120 years. When any key title/office holder passes away, the integrity of the Trust and its estate remain intact, so that the estate is protected from being dispersed as a result of having to meet any financial obligations arising from the death of the title/office holder.

The Trust may be the source of the expression 'the rich get richer while the poor get poorer'.

Bibliography

Weiss's Concise Trustee Handbook, by Carlton Albert Weiss.
Understanding Equity & Trusts, Fifth Edition, by Alastair Hudson.

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10. *Understanding Equity & Trusts*, Fifth Edition, by Alastair Hudson

Buy an A4 lever arch binder for each trust so that you can file the original signed copies of all of the paperwork relating to that trust. This should be kept in a fireproof box. It is essential to keep these documents safe so that the Beneficiaries can prove their status as Beneficiaries. This is particularly important if you have changed the name on HM Land Registry and with the DVLA - you must have proof that you are the Trustee or Beneficiary or you may lose your property. Additionally, save all of your documents in electronic format on your computer. Set up directories on your computer to keep everything neatly organised and back the files up onto an external hard drive. Scan in all signed documents and email to the Trustees and Beneficiaries.

1. Trust Deed

This is the Trust Document. It is private and confidential and should never be shown to anyone unless it is a judge in private chambers. This document is one of two which need to be expressed through Postal Mechanics. You have the option of having one, two, or three witnesses for this document; simply adjust as needed. Three is ideal because it gives it the same power as being notarised by a Notary Public.

2. Assignment of Res Deed

The Res is the Trust Property, which can be anything that belongs to you as the Settlor. You must have legal title to the property to be able to sign it over to the Trustees.

Once the Trust has been signed for by the Trustee you can start expressing items into the Trust using the first Res Deed as a template. Once you have set up a Trust, items can be added via other Res Deeds at a later date. The items do not have to be listed in the Trust Deed itself.

You need a separate Res document for each item or group of items for it to be expressed into the Trust - you don't need to amend the Trust document each time.

Complete a new Res Deed for each item. You must account for every item being expressed into the Trust, otherwise known as a Trust Acquisition by completing a Res Deed for every item or group of items.

You need to generate an individual Title number for each item in the Trust. Change the Res code for that item. pa01 becomes pa02.

Change the Special Delivery code mentioned in the Res Deed for that item.

The Res Deed is the evidence that you have expressed an item, such as a house, or a set of items, such as a set of silver cutlery, into the Trust. You need to describe the item in detail and include any code number references.

Each item (or group of items like a set of silver spoons or crystal glasses) also needs a unique code number, with a special delivery sticker number embedded in the text.

This document is the second of two expressed through Postal Mechanics. The remaining documents are not expressed in this way.

This document is your defence that you don't own the property anymore if challenged in court that the property belongs to you.

3. Memorandum of Trust

The Memorandum is the summary of your trust which proves that the Legal fiction ALL CAPS NAME or Person is the named trustee therefore the living woman is not held responsible for the property contained within the Trust.

The Legal fiction ALL CAPS NAME is the named Trustee. You can optionally add the Beneficiaries, depending on what it is for. You can remove or include as much information as you like. If you want it to remain as private as possible you can include one of the short form codes for the name of the Trust, include only the Initial Trustee, and the Settlor, and leave out the Beneficiaries.

If you require evidence of the Trust such as the name, Trustees, or Beneficiaries for a bank or HM Land Registry then send a certified copy of the Memorandum of Trust. Sign it and then photocopy the signed document. You can create new versions of the Memorandum by making the changes and then changing the date it was signed.

Then take the copy and the original to a solicitor acting as a Commissioner for Oaths and ask them to certify the copy. You need to ask for a certified copy for a cost of up to £20.00 cash. The solicitor should stamp both pages of the copy with their company stamp and then sign it. At home, you can scan the stamped copy and save it on your computer ready to send to banks etc as evidence of the names of the Trustees and Beneficiaries. File the hard copy and the original in your binder for that Trust.

4. Trustee Affidavit

Use this as your declaration of truth that you are the Trustee of the Trust. You would keep this in your files and send a copy to HM Land Registry when you transfer a non-mortgaged property into the name of the Trustee of the Trust using the Land Registry forms.

5. Trustee NDA

Edit and print one NDA per Trustee to restrict them from revealing details about the Trust without authorisation.

6. Land Registry Forms

6.1 RX1

Send this document before you make any changes to the Title using the AP1 or TR1. Use the RX1 form to place a restriction on the property to prevent further charges being placed on the property i.e. fraudulent council tax charges. Make sure you go to the website to download the most recent version of the form: <https://www.gov.uk/government/publications/enter-a-restriction-registration-rx1>

The template on the website is a Form N restriction that requires the permission of your dormant limited company to agree to further charges being put on the property eg JANE SMITH LIMITED. Use this for information only, don't use the actual PDF as this form has likely been updated.

Panel 1: Use your dormant Limited Company name instead of the local council.

Panel 2: Check your title number with Land Registry using the instructions here: <https://awakenedgb.wordpress.com/2024/12/06/hm-land-registry-official-copy-of-the-register/>

Panel 4: Write a cheque or postal order for the fee and send with the form. The fee is £40.00 for an RX1 restriction.

Panel 6: The applicant is the person/s currently on the Land Registry.

Panel 7: Insert the applicant's name and address.

Panel 10: Applicant's usual legal signature as per passport and bank accounts etc and date.

Panel 11 - 1. FIRST MIDDLE LAST and then sign in the box next to the name box. If there are joint owners put both names and both sign.

Ignore Panels 12 and 13. You don't need to complete panel 12 because you haven't completed option E in panel 8. It says on the form by panel 12.

Post Special Delivery by 1pm and keep the tracking details.

HM Land Registry
Citizen Centre
PO Box 74
Gloucester
GL14 9BB

If you have any questions go here: <https://www.gov.uk/government/organisations/land-registry>

6.2 AP1, TR1 and ID1/ID5

It is of benefit to us if we do not have our Legal Entity name on any of the public registers. We need to keep our names off the public registers for our cars and homes to stop the sharks from taking our property. If we don't own it, then it can't be traced to us.

We can change the name to the name of the Trustee, so it helps if the Trustee is different to the Settlor but that isn't essential, and we can change it to MISS JANE SMITH, Trustee of the XYZ Private Trust.

If your house is mortgaged the mortgage company require the name on the Land Registry to be the same as the name on the mortgage deed. So you will have to change it to MISS JANE SMITH, Trustee, XYZ Private Trust.

Go to the Land Registry website and download an AP1, a TR1, and an ID1 and or ID5. Make sure you have the most recent version. The examples on our site will be out of date.

ID1/ID5

The AP1 and TR1 must be sent with an ID1 signed by a solicitor in person, or an ID5, which can be done via Zoom. The ID5 must be sent with the first page of the ID1 but the ID1 doesn't need to be signed by a solicitor, just completed with the details.

The ID1 and ID5 should be completed by the Transferee, or both Transferees if the property is registered in joint names, and the Transferor. Use the ID1 if you want to visit a solicitor in person for your ID check. If you want to have your identity checked online via Zoom then you need to complete an ID5 and an ID1. Once completed, send it to the Land Registry in a bundle with the TR1 and AP1. Land Registry will require an ID1/ID5 that has been witnessed within three months of signing the AP1 and TR1.

For the ID5 we recommend Nigel Pugh. <http://nigelpughnotary.co.uk/>. Once he has completed the ID5 for you, you will need to complete the first page of the ID1 and send it with the ID5.

If you are not doing an ID5 by Zoom, You will need to take the completed and unsigned ID1 to a solicitor along with two photographs and your passport. <https://www.gov.uk/government/publications/verify-identity-citizen-id1>

AP1

We need to pay a fee with the AP1. It would be scale two fees - apply by post, based on the current valuation. You can get an estimated valuation by typing your postcode into Zoopla.

<https://www.zoopla.co.uk>

<https://www.gov.uk/government/publications/increase-to-hm-land-registry-fees/fees-review-2021-to-2022#scale-2-fees>

Box 4. Enter the amount of the relevant fee. And write a cheque for that amount to include in your bundle, or get a Postal Order from the Post Office.

Box 15. Enter the date, print the form, and sign it with your usual Strawman/Legal Fiction

signature.

TR1

The TR1 should be used where the whole of the land or property is being transferred, regardless as to whether or not there is an outstanding mortgage on the property. <https://www.gov.uk/government/publications/registered-titles-whole-transfer-tr1>

Box 3. Enter the date you will be signing and posting the forms to Land Registry.

Box 12. Enter the name of the witness and their address. Print off the form. Ask them to sign it at the same time you sign it.

Box 14 of the AP1 and box 5 of the TR1 need to be filled in with the same details.

The AP1 is the application form. <https://www.gov.uk/government/publications/change-the-register-ap1>

Post the ID5, ID1, TR1, AP1 and include a copy of the Trustee Affidavit with the cheque to Land Registry by Special Delivery by 1pm or Royal Mail Signed For.

Check the Register

To check whose name the property is in or to find out the title number follow these instructions. You can also do this to see if a company has put a charge on your property without your knowledge. Search for the Official Copy of the Register on HM Land Registry.

- Go to <https://search-property-information.service.gov.uk>
- Type in your postcode.
- Click on your address.
- On the Summary of Freehold page click the green button at the bottom "View Available Documents".
- Create an account or login to your account.
- On the Available Documents page click on the green button at the bottom "Continue".
- On the Buy Documents page click the box next to "Title Register".
- Click Continue.
- Complete the payment process.
- Download the document onto your computer and save it as a PDF.

This process is how debt collectors find out who lives at the property, which is why some people change the name on Land Registry to the name of a Trustee that is not themselves.

7. Amendment Form

Use this in the future when you have changes such as a change of address or Trustee.

8. Bill of Sale

The Trustee must account for every item sold to the Trust by the Trustee or sold by the

Trust. The Trustee should complete a new copy of this form each time his/her Legal Fiction sells an item or set of items to the Trust. For example, if you already own a gold coin, but you want the Trust Beneficiaries to benefit from the sale of it in the future, you would transfer it using this form and then complete an Assignment of Res form to express it into the Trust using Postal Mechanics.

9. Wills

If the Settlor sets up a Trust while they are alive and properly transfer the assets into it via the Res document those assets are no longer part of their estate when they die. In this case the Trust supersedes the Will for those specific assets. The pre-existing Will only controls the assets still owned by the Legal Fiction/Strawman at death, not what has already been expressed into the Trust.

For a trust to supersede the Will, the assets must be legally transferred into the Trust while the person is alive.

If an item is left outside the trust, it can still be covered by the will or fall under intestacy rules if there's no Will.

A properly created private trust with transferred assets will supersede a will regarding those assets. The Will still governs anything left outside the Trust.

If the Trust Deed is properly created, it will supersede a Will. For this to happen, it must be clearly written and signed; name the Settlor, Trustees, and Beneficiaries; define the Trust Property and the Trust's purpose.

The assets must be transferred into the Trust during the lifetime of the Settlor including Real Property such as a house where the legal title is transferred by the AP1 and the TR1. Bank accounts set up in the name the Trust or held by the Trustee. Ownership of shares, investments or life insurance are formally assigned to the Trustees.

If assets remain in the Legal name of the Settlor at death, they will still be part of your estate and dealt with under the terms of the Will.

You can write a new will that does not conflict with the Trust. The new Will does not try to dispose of assets already expressed into the Trust. If this new Will refers to the Trust, it acknowledges the Trust as Separate and Active. Ensure the new Will includes a clause confirming that the Trust assets are excluded from the estate. The new Will must have two witnesses who are not beneficiaries of the Trust.

- A properly created Trust has legal validity.
- Assets transferred into the Trust ensure they bypass an existing Will and or probate.
- Trusts active during the lifetime of the Settlor supersede Wills for included assets.
- A Will updated or aligned prevents conflict or confusion.

See our website for a template for an optional new Will.

10. Administering the Trust

For directions on how to manage the administration of your trust please read *Weiss's Concise Trustee Handbook*, by Carlton Albert Weiss supplied in PDF format.

11. Further Information

For the definitive guide to Trust Law please read the supplied PDF *Understanding Equity & Trusts*, Fifth Edition, by Alastair Hudson.

STATUS CORRECTION

Before you express your private trust the Settlor and Beneficiaries need to be in the private by following the Limited Company Process and For the Claim of the Life. For the Claim of the Life will give you a certificate as a Postmaster with your autograph which should be used by the Settlor to autograph the document. The Limited Company Process should also be done by the Trustees as they will also use their dormant Limited Company to be another Trustee.

For the Claim of the Life

Do a Claim of the Life with Russell J Gould to become a Postmaster General and claim yourself as a living fact. Russell Jay Gould is the Global Postmaster General.

This is the story of how David Wynn Miller and RJG captured the Title 4 US flag in 1999. <https://www.lastflagstanding.com/> . There is then a whole history of torture etc and DWM surrendered his side to the Cabal. RJG didn't and thus from that perspective he is the Post Master General of the World.

RJG has authority over the military, as the Postmaster General. He replaced the Crown in that position once he captured the flag, it was a default position. QSG only relates to contract law and he can't stop them with paperwork alone. But the Quantum Syntax allows for relatively bulletproof contractual language.

<https://tv.gab.com/channel/sovereignmind/view/sgt-robert-orton-sar-war-castles-624561ac14c213086718a8f9>

<https://www.forthetheclaimofthelife.com/>

The Limited Company Process

By registering our 'Person' or legal fiction name as per the Certified Copy of an Entry (Birth Certificate) we are taking control of the name. The trademark is the highest form of legal document in the United Kingdom and the Enrolled Deed Poll gives us a document proving our name in Title Case.

The instructions are here in a PDF called The Limited Company Process: <https://thesovereigntrust.net/sovereignty-links>

Other Sovereignty Tasks

Please also take the time to read these posts and get your names off all the public registers.

Remove yourself from the Electoral Roll:

<https://awakenedgb.wordpress.com/2025/02/23/electoral-roll-removal/>

Remove yourself from 192.com:

<https://awakenedgb.wordpress.com/2025/01/24/192-com-data-breach/>

AMENDING THE TRUST DEED

Our mission is to make this information accessible to everyone without financial barriers. However, we recognize that some may misuse this openness. Independent providers worldwide typically charge between £1,000 and £4,000 for Private Trust documents and consultancy, with costs exceeding £4,000 when arranged through a solicitor. Instead, we invite donations based on what your conscience considers to be a fair exchange of energy, aligned with what you can comfortably afford.

We can complete the Trust documents for you for a donation, or you can complete them yourself and make a donation using the links at the start of this document. If you are completing them yourself and need one-to-one support, you can also make a donation for Zoom calls. Please use the contact page if you would like to arrange a Zoom.

Before downloading the documents, please make your donation here:

- Credit and Debit Cards: <https://donorbox.org/writing-assistance>

Open the Trust Deed document in Word or Pages format and save it as a new file so that you are not amending the original. Keep a copy of the original to look back at - this could be V1, whilst yours is Trust Deed V2. Then amend the Trust Deed as follows:

Change the content in pink to your own personal information and then once you have checked it all through, change all of the text to purple.

Ensure that you have a minimum of two Trustees. If you haven't got anyone you trust to fulfil this role use your Legal Fiction, MISS JANE SMITH, and your dormant Limited Company JANE SMITH LIMITED.

It is optimal to have three witnesses but you can have up to three if you prefer. One is sufficient but make sure they are over 18 and not a party to the Trust or a family member.

Remove the { } brackets which are there to show you where the information is to be changed.

Use the Find & Replace tool on your word-processing software to search on each term to be changed.

Change the title :Xylophone Yellow Zebra Private Trust: to the name of your trust. This will be written in title case (a combination of upper and lower case letters) eg :Xylophone Yellow Zebra Private Trust:. Choose something with a unique combination of words that isn't necessarily your name but is personal and memorable to you.

Change :xylophone-yellow-zebra-private-trust-010123-pt: to the name of your trust in lower case e.g. :xylophone-yellow-zebra-private-trust-010123-pt: and change the date to the date that you express the trust i.e. the date that you sign this Deed, have it witnessed, and then post to yourself Special Delivery.

Change :xyzpt-010123-pt: to the first letters of your private trust name and the date of the Deed as above.

Change: this {First} day of the {First} Month by inserting the numbers in words of the day

and month that you express the trust.

Remove this text and the brackets {and amended as of this Second Day of the Second Month in the Year of Our Lord Two Thousand and Twenty-Three} but keep V1 one of the Trust Deed so that you can copy and paste this into new versions of your own document. Remember that every time you update the Trust Deed you will need to save the updated version as a separate file, print it out and express it again by signing, having it witnessed and then sending it to yourself via Special Delivery.

Change the footer information: Trust Deed :x-y-z-private-trust-010123-pt: Amended
02/02/23 Page 17 of 38

Expressing the Trust

Preparation

1. Buy the relevant additional ink cartridges for your printer that make purple - in mine the colours are separate and I use a lot of magenta and blue.
2. Go to the Post Office and ask for some Special Delivery stickers.
3. Buy either £1, \$1, or €1 postage stamps without barcodes from eBay. They need to be a whole number and NOT 1p as that is a part of a £1 and NOT 1st Class. The Post Office will cancel foreign stamps used in Postal Mechanics. You will need two stamps minimum per trust.
4. Buy a blue ink pad for the thumbprint of the dominant hand.
5. Buy a thin blue permanent pen to write compound fact autograph over the stamp.
6. Buy a purple pen for autographing documents.
7. Buy a blue pen for witnesses and Trustees to sign with their usual Legal Fiction signature.
8. Buy folders to protect your printed and signed documents.
9. Buy a fire-proof document safe bag with a combination lock.

Summary of Process

1. Trust Deed

- Postal Mechanics.
- Oral Declaration by Settlor.
- Two pages for signing:
 - Page 44 Autographed by Settlor and Signed by one, two, or three witnesses.
 - Page 47 Autographed by Settlor, signed by Trustees, signed by one, two, or three witnesses.

2. Assignment of Res Deed

- Postal Mechanics;
- Autographed by Settlor;
- Signed by Trustees;
- Signed by one, two, or three witnesses.

3. Memorandum of Trust

- Autographed by Settlor;
- Signed by Trustees;
- Signed by one, two, or three witnesses;
- Stick a £/\$/€ 1 Postage Stamp on the first page on the top right;
- Ask the Post Office to cancel the stamp with their bullet stamp on the settlement date or the same date as is embedded in the document.
- Get the document certified by a Commissioner of Oaths.

4. Trustee Affidavit

- Signed by the Initial Trustee or Trustee.
- Signed by one witness.

5. Trustee Non-Disclosure Agreement (NDA)

- Autographed by Settlor;
- Signed by the Initial Trustee or Trustee named in the document.

9. Will

- Autographed by the Settlor;
- Signed by two Witnesses.

All signed documents should be scanned into your computer as a PDF.

All Trustees and Beneficiaries should be emailed the signed copies of all documents.

The Initial Trustee should file the hard copy originals in a fireproof security box.

1. Postal Mechanics Step-By-Step Instructions

Warning: if you are using documents that we have prepared for you, please be aware that we work on Pages on Macs and although we have sent a Word version, it may lose some formatting. We recommend saving the PDF version to your desktop computer. Open the document from your computer and then fully check it by reading it in its entirety before printing it for signing.

You are aiming for the Post office to cancel your stamp with their bullet stamp on the same date as the Settlement date embedded in the Trust Deed or Res Deed.

The next day the Settlor can write the compound fact autograph across the middle of the stamp.

Stick on the smallest of the Special Delivery stickers under the postage stamp.

Settlor to thumb-print the bottom right corner in blue ink.



Strictly Private & Confidential

Express Private Family Trust

Xylophone Yellow Zebra Private Trust

xylophone-yellow-zebra-010124

x-y-z-private-trust-010124

x-y-z-pt-010124

This Express Private Family Trust

made as of

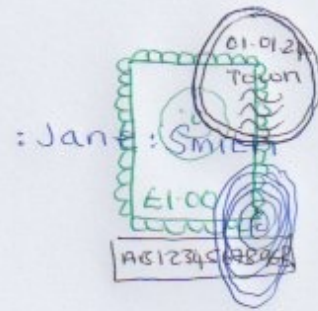
this {First} Day of the {First} Month in the Year of Our Lord Two Thousand and Twenty-Four

as evidenced by Royal Mail Special Delivery Number AB 1234 5678 9GB

This Deed is written in plain, simple English and plain simple counting systems.

This Trust is executed exclusively and inherently within the jurisdiction of Natural Law in which both form and substance are inherent in every case. The Applicable Law is therefore the Law of Equity, the Constitutional Common Law: Legem Terrae; the Law of the Land, of The Territory or place which is specified in the First Schedule.

All Rights Reserved None Waived Ever.



1. Trust Deed

Warning: if you are using documents that we have prepared for you, please be aware that we work on Pages on Macs, and although we have sent a Word version, it may lose some formatting. We recommend saving the PDF version to your desktop computer. Open the document from your computer and then fully check it by reading it in its entirety before printing it for signing.

Before the appropriate Settlement Date as mentioned in your Trust Deed and in the shortcodes for the Trust, print a copy of the Trust Deed in Purple ink.

On the appropriate Settlement Date as mentioned in your Trust Deed and in the shortcodes for the Trust, print a copy of the Trust Deed in Purple ink.

Express the Trust orally as per Recital I on page 2 and the Declaration on page 11:

"I, the living man, First Last as Settlor, hereby express my intent to create an Express Private Family Trust to hold property in trust for the benefit of the Beneficiaries as listed in the First Schedule. This Trust has been created lawfully by natural right, and as witnessed by the Trustees and God/Creator/Source".

The Settlor should autograph the Trust Deed in the two relevant places on pages 44 and 47 using a purple pen and blue ink thumbprint over the autograph.

The Trustees should sign after the autograph on page 47 with the usual Legal Fiction signature in blue pen.

The witnesses (who are not the Beneficiaries) sign the document on pages 44 and 47 using their usual Legal Fiction signature in blue pen.

Address an A4 envelope with the Name of the Initial Trustee and their address.

Stick the Special Delivery by 1pm sticker with the code that relates to the Trust Deed on the envelope.

Stick a £/\$/€ 1 postage stamp (without a barcode) on the top right corner of the Trust Deed cover page.

Take the Trust Deed and the envelope to the post office and ask them to stamp the £/\$/€ 1 postage stamp on your Trust Deed with the date. The £/\$/€ 1 postage stamp should be cancelled by the post office. Tell them you need it to confirm the date if they query your request. If they refuse ask to speak to the manager and if they refuse go to another branch.

At the same time, place the stamped Trust Deed into the envelope addressed to the Initial Trustee at their address and pay for the postage at the counter.

The next day the Initial Trustee will receive it and should sign for it by using the usual Legal Entity signature.

Peel off the smallest reference number sticker from the Special Delivery sticker on the envelope and stick it under the stamp on the top right of the Trust Deed.

The Settlor autographs in blue pen horizontally across the middle of the stamp:
:First-Middle: Last.

The Settlor should place a blue thumbprint over the bottom right corner of the stamp and the tracking number sticker. This makes her the Post Master in the Trust and the highest standing authority.

The tracking information should be both printed off and saved as a PDF from the Royal Mail website as proof of the expression of the Trust, with the date, and signature of the Trustee.

Scan the Trust Deed and save it as a PDF. Email it to all of the Trustees and Beneficiaries.

Copy the Trust Deed and send a physical copy to all of the Trustees and Beneficiaries.

Save the original signed copy in the file relating to that Trust in your fireproof box.

2. Res Deed I

Warning: if you are using documents that we have prepared for you, please be aware that we work on Pages on Macs, and although we have sent a Word version, it may lose some formatting. We recommend saving the PDF version to your desktop computer. Open the document from your computer and then fully check it by reading it in its entirety before printing it for signing.

Print a copy of the Res Deed I file in Purple ink using the PDF version if we have done the documents for you.

The Settlor should autograph the Res Deed using a purple pen and blue ink thumbprint over the autograph.

The Trustees should sign with the usual Legal Fiction signature in blue pen.

Ask the Witnesses (either one, two or three, depending on your choice, who are not the beneficiaries) to sign the document on the relevant page using their usual Legal Fiction signature in blue pen.

Address an A4 envelope with the Name of the Initial Trustee and their address.

Stick the Special Delivery by 1pm sticker with the code that relates to Res Deed 1 on the envelope.

Stick a £/\$/€ 1 postage stamp on the top right corner of the Res Deed cover page.

Take the Res Deed and the envelope to the post office and ask them to stamp the £/\$/€ 1 postage stamp on your Res Deed with the date. The postage stamp should be cancelled by the post office. Tell them you need it to confirm the date if they query your request. If they refuse ask to speak to the manager and if they refuse go to another branch.

At the same time, place the stamped and signed Res Deed into the envelope addressed to the Trustee at their address and pay for the postage at the counter.

The next day the Trustee will receive it and should sign for it by using the usual signature.

Peel off the smallest reference number sticker on the envelope and stick it under the stamp on the top right of the Res Deed.

The Settlor autographs in blue pen horizontally across the middle of the stamp>
:First-Middle: Last.

The Settlor should place a blue thumbprint over the bottom right corner of the stamp and the tracking number sticker. This makes him/her the Post Master in the Trust and the highest standing authority.

The tracking information should be printed off from the Royal Mail website as proof of the inclusion of the Res into the Trust, with the date, and signature of the Trustee.

Save a PDF copy of the Tracking details onto your computer in the relevant directory.

Scan the document and save it as a PDF.

Email it to all of the Trustees and Beneficiaries.

Copy the original and send a physical copy to all of the Trustees and Beneficiaries.

Save the original signed copy in the file relating to that Trust in your fireproof box.

2. Res Deed II

Once the Trust has been signed for by the Trustee you can start expressing additional items into the Trust by amending the Res Deed.

Now that the Trust is expressed one of the Trustees should open a Personal bank account for the Trust in their Legal Name as Trustee. We would suggest PA02 is the bank account.

We suggest a Lloyds Basic account as it is non interest bearing.

Once it is open The Settlor transfers £10 from their usual personal current account into the new 'Trust Account'.

Remember that the Name of the Trust and the three short codes will be the same as those on the first page of the Trust Deed. These will not change as they relate to the Trust Deed.

Amend the document by changing the items in pink, including the Day in words, the Month in words, the date code, the name of the bank, sort code and account number, and the Royal Mail Special Delivery number.

Print a copy of the Res Deed in Purple ink using the PDF version if we have done the documents for you.

The Settlor should autograph the Res Deed using a purple pen and blue ink thumbprint over the autograph.

The Trustees should sign with the usual Legal Fiction signature in blue pen.

Ask the Witnesses (either one, two or three, depending on your choice, who are not the beneficiaries) to sign the document on the relevant page using their usual Legal Fiction signature in blue pen.

Address an A4 envelope with the Name of the Initial Trustee and their address.

Stick the Special Delivery by 1pm sticker with the code that relates to Res Deed 1 on the envelope.

Stick a £/\$/€ 1 postage stamp on the top right corner of the Res Deed cover page.

Take the Res Deed and the envelope to the post office and ask them to stamp the £/\$/€ 1 postage stamp on your Res Deed with the date. The postage stamp should be cancelled

by the post office. Tell them you need it to confirm the date if they query your request. If they refuse ask to speak to the manager and if they refuse go to another branch.

At the same time, place the stamped and signed Res Deed into the envelope addressed to the Trustee at their address and pay for the postage at the counter.

The next day the Trustee will receive it and should sign for it by using the usual signature.

Peel off the smallest reference number sticker on the envelope and stick it under the stamp on the top right of the Res Deed.

The Settlor autographs in blue pen horizontally across the middle of the stamp>
:First-Middle: Last.

The Settlor should place a blue thumbprint over the bottom right corner of the stamp and the tracking number sticker. This makes him/her the Post Master in the Trust and the highest standing authority.

The tracking information should be printed off from the Royal Mail website as proof of the inclusion of the Res into the Trust, with the date, and signature of the Trustee.

Save a PDF copy of the Tracking details onto your computer in the relevant directory. Scan the document and save it as a PDF.

Email it to all of the Trustees and Beneficiaries.

Copy the original and send a physical copy to all of the Trustees and Beneficiaries.

Save the original signed copy in the file relating to that Trust in your fireproof box.

3. Memorandum of Trust

Before the appropriate Settlement Date, print a copy in Purple ink.

On the appropriate Settlement Date as mentioned in your Trust Deed and in the shortcodes for the Trust, the Settlor should autograph the Memorandum of Trust using a purple pen and blue ink thumbprint over the autograph.

The Trustees should sign with the usual Legal Fiction signature in blue pen.

Stick a £1/\$1/€ 1 postage stamp on the top right corner of the Memorandum of Trust first page.

Take the Memorandum of Trust to the post office and ask them to stamp the £1/\$1/€ 1 postage stamp with the date. The postage stamp should be cancelled by the post office. Tell them you need it to confirm the date if they query your request. If they refuse ask to speak to the manager and if they refuse go to another branch.

This document does not need to be posted using Postal Mechanics. Take it home once it is stamped by the Post Office.

The Settlor autographs in blue pen horizontally across the middle of the stamp> :First-Middle: Last.

The Settlor should place a blue thumbprint over the bottom right corner of the postage stamp. This makes her the Post Master in the Trust and the highest standing authority.

Take the original to a solicitor acting as a Commissioner for Oaths and ask them for a certified copy for a cost of up to £20.00 cash. The solicitor should stamp both pages of the copy with their company stamp and then sign it.

This can be used as evidence of the names of the Trustees and Beneficiaries.

Copy the original and send a physical and scanned copy to all of the Trustees and Beneficiaries.

Save the original signed copy in the file relating to that Trust in your fireproof box.

4. Trustee Affidavit

This is for the Initial Trustee to send to the Land Registry with the Land Registry Forms, so only one is required for the Initial Trustee.

- Print one copy in purple.
- The Initial Trustee signs with the usual legal fiction signature in blue.
- One witness signs and completes their details.
- Scan the signed original and file the original in your fireproof box.
- Email a copy to the Trustee.

5. Trustee Non-Disclosure Agreement (NDA)

Create one NDA for each Trustee.

- Print one copy of each NDA in purple.
- The Settlor autographs in purple ink.
- The Trustee signs with the usual legal fiction signature in blue.
- Scan the signed original and file the original in your fireproof box.
- Email a copy to the Trustee.

9. Will

- Print one copy in purple.
- The Settlor autographs in purple ink.
- Two Witnesses sign with the usual legal fiction signature in blue.
- Scan the signed original and file the original in your fireproof box.
- Email a copy to the Trustee.

Bank Account for the Trust

After the Trust has been expressed, one of the Trustees must open a designated Trust Bank Account for Trust business in their name. It will be a Personal Account in the name of one of the Trustees. Then the Settlor must deposit the Settlement Sum (usually £10.00) into the account as the first transaction from their personal current account. You don't need to open a specific trust account - it can be any personal bank account, but it must be 0% interest, and you must be able to prove that the bank account is only used for trust business. Only Trust money can go in and out, so don't use an existing account or the current account you use to pay for general living expenses. Some banks offer specific trust accounts, but many are now requiring the Trusts to be registered. Do not register the Trust as this takes it out of the private as with the registration of our offspring, conveyances, and homes.

The Public Notice - Statement of Interest

Once the Trust has been expressed orally on the settlement date and in writing via Postal Mechanics we can also express it via the local newspaper.

The Statement of Interest is another method of expressing the Trust and is how we tell people the Trust has been created. This is similar to official government announcements of births, deaths, marriages and name changes published for the official record in the Gazette online. However, they won't allow individuals to publish via the Gazette so we need to take out a classified advertisement in our local newspaper to say that we have set up a private trust.

It will cost around £50 for each notice. You need one for each trust.

Example Text:

A private trust was created through being expressed on {date} namely the {name of trust} Private Trust ref number xyz-010123-pt. Property was deposited into the private trust title number pa01-xyz-020123-pt. All enquiries to xyzpt@protonmail.com.

Once the ad has been published in your local newspaper you can keep a copy of the paper in your files. The trust is now fully expressed.

Additional Information

Language & Layout

The Oxford Styles Manual PDF is a good guide to writing style.

If dog latin or gloss is used to write your trust then it isn't in the private. The Trust Deed must be written in simple English and not ALL CAPS.

No more than two different fonts, no bold, no brackets, no underline because everything under the line is off the page.

Your address must be written with the house number and postcode in square brackets to ensure it is in the private.

Square brackets makes something not on the paper.

Bold is taken off the page, everything else after that is ok.

Underlining means everything else after the line is ignored.

Capitals are not English, have to be dismissed. Words written in capitals are known as GLOSSA or Dog-Latin. English and Dog Latin cannot appear on a document as one jurisdiction. Except for names of Limited Companies which are always all caps.

Two different font sizes means corrupted language. See the £10 note with the change in fonts and the font sizes.

Italics are off the page and hearsay.

Types of Trusts

Solicitors charge thousands for statutory trusts which are always in the name of the legal fiction and refer to acts and statutes such as The Trust Land Administration Act 1925 and the Inheritance Tax Act 1984.

Private Trusts are in the name of the living wo/man who is already in the private.

Any trust that is in ALL CAPS legal fiction name or has your Mr/Mrs/Miss/Ms title or has boxes isn't a private trust. The legal fiction name is the debtor, not the beneficiary.

If the names are in a box then that is taken off the page meaning that anything in a box should be ignored. If you have a trust and the name is in a box you or your children are not the beneficiaries.

Statutory trusts are useful if you want to take advantage of the residential nil rate band. The remedy is to do a statutory trust in the private and an affidavit that rejects some of the acts that you don't want, however, this is beyond the scope of the writer of this guide.

Annexing

Quarantine your assets into separate trusts e.g. buy to let properties with CGT implications are separate from the trust that contains your home and the one that contains your car. So you could have one for your investment flat, one for the house you live in, and one for your car. This means that if any of your trusts go to court they won't see all of your assets when the trust documents are opened.

Mortgages

A mortgage has a claim of legal title, the percentage of the property that the lender owns.

You have the beneficial title because you are living there and the equitable value is the

percentage that you own which goes into the trust.

If you have a mortgage you will not be able to change the Registered Title with the Land Registry. The mortgage company has a charge on the property which means you have to ask their permission to transfer the title. Even if you do ask their permission, they won't let you because they want the title on the property to match the name on the Mortgage Deed. If you don't have a mortgage you can change the Title to a private trust name but the name of the trust must be registered as a limited company with Companies House. For example, the Xylophone Yellow Zebra Private Trust Limited.

If you have a mortgage then you would ask them to put Miss Jane Smith, Trustee, The Smith Private Trust.

If you own a house or flat outright you can submit an ID1, TR1, and AP1 with the Land Registry and say it is a gift so that Stamp Duty is not payable.

If your home is mortgaged then the equity that you own in the property is expressed into the Trust. If the property is sold then the mortgage company would get their share and the rest would go to the Trust bank account.

Protecting Your Car from Debt Collectors (DCA)

If your car is registered with the DVLA in the name of your legal fiction it can be clamped on the road or your drive and taken away by debt collectors for unpaid PCNs, council tax, utilities, credit cards etc.

Once we put the house or car into the trust we don't own them; we own nothing but control everything.

Our property is in our control but not in the name of our Legal Fiction / Strawman so they can't take it.

Cars can be clamped and removed when there is an alleged debt. However, if the car is registered with the DVLA in the name of the Private Trust, the Registered Keeper is the Private Trust so DCAs can't clamp it because it doesn't belong to the legal fiction.

To protect it you can change the Registered Keeper to either a Limited Company for which you are a Director, the name of your Private Trust, or the name of a friend who isn't being chased for 'debts'.

Transfer your car, van, motor home etc. into the trust name using the V5C (Registered Keeper Form) document. You don't have to name the trustee, just the name of the trust e.g. Xylophone Yellow Zebra Private Trust This will protect it from bailiffs and debt collectors.

Check with your insurance company first to see if you can change the registered keeper. Some policies won't allow the RK to be different from the person insured.

Council Tax Protection

We are often asked if this Trust will protect a property from Charging Orders and Bankruptcy for Council Tax debts. The short answer is yes, because it is a Discretionary Trust.

Of course, we would advise that you put an RX1 on the property which will automatically protect it from Charging Orders. The Trust Deed will also protect your property from Bankruptcy.

Liability for Council Tax

It is the 'Occupier' who is held liable for Council Tax rather than the Trustees. But if there is no 'Resident' and the property is empty, the Trustees or Beneficial Owners may be pursued to find out if they hold Legal Title or have Beneficial Interest.

Under the Local Government Finance Act 1992 (LGFA 1992), there's a "hierarchy of liability" for council tax: broadly, the first priority is someone who resides and holds a certain interest (freeholder, leaseholder, tenant, licensee, etc.). If no one in those categories is liable, then the "owner" becomes liable.

"Owner" is defined to include someone holding a "material interest" (which can be a legal or beneficial interest) in the property.

In the case of property held on Trust, courts have held that both the Trustee (legal owner) and the beneficial owner (equitable owner or Beneficiary) may count as "owners" for the purposes of council tax liability, since both have a "material interest."

However, in practice, liability usually follows residence: a person physically occupying the dwelling (as their main home) will often take precedence over non-resident owners/trustees.

So, if a Trust holds a house, but someone is living in it as their main residence, that person may be the liable party under the hierarchy (depending on their status, whether they hold a lease, license, etc.).

Trustees may pay expenses that are properly the occupier's responsibility (e.g. Council Tax) using Trust funds. But doing so is treated as a distribution (i.e. a benefit) to the Beneficiary who occupies the property.

In *R (Clark) v Bracknell Forest Borough Council* [2003] EWHC 3095 (Admin), the court took a broad view of "ownership" for council tax. Even where someone claimed to have relinquished beneficial interest, the court held that either legal or equitable interest could constitute the "material interest" under the statute.

Legal framework: hierarchy of liability

Under section 6 of the Local Government Finance Act 1992, there is a statutory "hierarchy of liability" for Council Tax.

In broad terms, the person liable is the first in the list who qualifies:

1. A resident who has a freehold interest
2. A resident who has a leasehold interest (of sufficient duration)

3. A resident who is a statutory, secure, or introductory tenant
4. A resident who is a licensee
5. A resident, generally
6. If none of the above apply, the owner (i.e. someone with a “material interest”)

Charging Orders in Council Tax Enforcement

After a liability order has been granted (i.e. a court confirms that the debt is owed) for unpaid council tax, the billing authority can use various enforcement methods, one of which is a charging order.

A charging order lets the authority put a legal “charge” over property owned (or in which the debtor holds an interest) to secure payment of the outstanding debt.

Regulation 50 of the Council Tax (Administration and Enforcement) Regulations 1992 provides for charging orders.

Once a charging order is made, and registered (e.g. under the Land Charges Act or Land Registration rules), the council can enforce it (e.g. by later seeking sale, or applying to court for further steps) to recover the debt.

So in effect, a charging order gives the council a security over real property (or over the debtor’s interest in property) so that, when that property is sold or otherwise dealt with, the council’s debt is paid out of the proceeds.

A charging order can only be made over an interest the debtor holds in the property (i.e. a beneficial or legal interest) — not over mere Trust assets to which the debtor has no enforceable interest. In our Trust the alleged debtor is the Trustee.

Right of Occupation

If the Trustee has rights of occupation or rights under the Trust to remain in possession until certain events. That occupation right could limit the immediate ability of the council to force sale or eviction (though the council is not aiming to evict but to have the charge realized).

Thus, while being Trustee and resident does not per se block a charging order (if that person is the debtor for the liability order), the nature and extent of the interest they hold in the property will largely determine how far the charging order is effective and whether enforcement is practical.

Even if a charging order is granted, enforcing it (e.g. compelling sale or realizing value) may be complex if the property is held under restrictive Trust provisions or occupation rights.

The Trustee-debtor (or their legal advisor) may challenge whether they hold a “material interest” that is chargeable, or negotiate to limit or vary the charge.

Beneficial Interest

A beneficial interest is the right to enjoy the benefits of property — such as the right to live in it, receive rental income, or benefit from its sale proceeds — without holding legal title to it.

- In Trust law, the Trustee holds the legal title to property.
- The Beneficiary holds the beneficial interest — they are the person the Trust is set up to benefit.

Example:

A house is held in a Trust. The legal title (registered at the Land Registry) is in the name of the Trustee.

However, the Beneficiary has the beneficial interest: she can live in the house, or receive any income from it if it's rented out.

Beneficial Entitlement

Beneficial entitlement is essentially the right to receive the benefit of the beneficial interest. It refers to the person's entitlement to those benefits.

- "Beneficial interest" refers to the interest itself (the benefit).
- "Beneficial entitlement" refers to who is entitled to that benefit.

They are sometimes used interchangeably, especially in informal contexts, but entitlement focuses on the person, while interest focuses on the thing.

Legal Principles:

1. It is legally allowed for a Trustee to also be a Beneficiary of the same Trust. This happens often in family trusts.
2. However, trustees must still act impartially and in the best interests of all beneficiaries, even if they are one.
3. If a Trustee-Beneficiary holds a specific share (e.g. 50%) of the beneficial interest — that share can be:
 - Subject to tax
 - Attached by creditors
 - Charged or sold if the court allows it (e.g. in enforcement or bankruptcy)

However, if the Trust Deed is a Discretionary Trust, the Trustee-Beneficiary does not hold a specific share so the property is not subject to tax and cannot be attached by creditors.

R (Clark) v Bracknell Forest BC [2003] EWHC 3095 (Admin)

- A Beneficiary of a Trust argued they shouldn't be liable for council tax.
- The court disagreed: beneficial interest is enough to make you liable as an "owner" under the statute — even if legal title is held by trustees.
- The judgment clarified that either legal or beneficial interest can trigger council tax liability.

“A person having either legal or beneficial ownership has a material interest under section 6.”

— Sullivan J, *Clark* case

Stack v Dowden [2007] UKHL 17

- Confirmed that beneficial interest can exist separately from legal ownership.
- Where someone is both legal owner and beneficial owner, courts will still treat the roles independently.

Wright v Gater [2011] EWCA Civ 252

- Held that a beneficial interest in a home could be charged to enforce a debt — even where the property was held under a Trust arrangement.
- Confirmed that creditors can reach beneficiaries' interests if the structure allows.

Options

The Settlor can make themselves a Trustee but not a Beneficiary and still reside in the property and be protected by the Trust.

The Settlor can make someone else a Trustee and another a Beneficiary and still reside in the property. This would offer the greatest protection from Charging Orders and Bankruptcy.

1 Trustee-only resident (no beneficial interest)

If a person lives in a property but is only a Trustee (holding legal title) and not a Beneficiary, then:

- They have no beneficial interest.
- Their personal creditors (including a council with a liability order) normally cannot attach or charge the Trust asset, because it's not their personal property.
- A bankruptcy Trustee of the individual would also not be able to seize the Trust asset, because the bankrupt holds only the *legal title* (Trust property does not vest in the bankrupt).

This means:

- The council could still bill them for council tax as a resident (because liability for council tax is based on *occupation*, not ownership).
- BUT any enforcement like a charging order or bankruptcy seizure would not attach to the Trust property itself — only to the individual's *own assets*, because the property belongs to the Trust/beneficiaries, not to the Trustee personally.

This is indeed a stronger layer of protection for the property itself.

Even if the resident is only a Trustee (no beneficial interest):

- They still must pay council tax as the occupier (unless an exemption applies).
- But the council cannot secure its debt against the Trust property with a charging order, because the resident doesn't own the property beneficially.
- Enforcement would be limited to their *personal assets* (e.g. wages, bank accounts).

So this structure protects the asset, but not the person's liability to pay council tax.

2 Resident Trustee who is also a Beneficiary

If the resident is also a Beneficiary:

- They have a beneficial interest (an equitable right) in the property.
- Their creditors can potentially reach that beneficial interest.
- The council can apply for a charging order over *their share* of the beneficial interest.
- A bankruptcy Trustee can also claim their beneficial share and even apply to force sale of the property if appropriate.

This makes the property more vulnerable to council enforcement and bankruptcy — at least as far as the resident's beneficial share is concerned.

Type of Trust

- Fixed-interest Trust: If the Beneficiary's interest is fixed (e.g. "A gets the house"), creditors can charge it.
- Discretionary Trust: If the trustees have *complete discretion* over whether or not to benefit someone, that person has no absolute "entitlement." In such cases, creditors usually cannot attach the Trust property directly, because the Beneficiary has no guaranteed interest.

Key case examples

- Soor v London Borough of Redbridge [2013] EWHC 1239 (Admin): Court held that beneficial interests can make someone liable as an "owner" for council tax.
- Re Lehman Brothers International (Europe) [2010] EWCA Civ 917: Confirmed that legal title without beneficial interest is normally not an asset of the Trustee personally.
- Stack v Dowden [2007] UKHL 17: Reinforced that beneficial interest is the real measure of who "owns" property in equity.

Key Points

Our private express Trust is a formally declared Trust, created by a Trust Deed where:

- The intention to create a Trust is clearly expressed
- There are identifiable trustees and beneficiaries
- There is defined Trust property
- The Trust is not public (e.g. not charitable) — it's created for private individuals or families
- The Trust is Discretionary (trustees decide who benefits and how much)

And they can hold almost any property — including real estate (e.g. houses).

This makes it valid and recognised under UK Trust law, and subject to all the equitable principles and statutory frameworks that apply to express trusts.

Discretionary private express Trust

- Beneficiaries have no automatic right to Trust property
- Trustees have discretion to distribute income/capital
- Beneficiaries have no fixed beneficial interest — just a hope or expectation
- Courts generally say no charging order can be made over a discretionary Beneficiary's "interest" because it's not a proprietary right

This is the strongest structure for protecting Trust property from:

- Charging orders (e.g. for council tax debts)
- Bankruptcy (Trustee in bankruptcy can't seize a right that doesn't exist yet)



Case Law:

- Sainsbury v IRC [1970]: Discretionary beneficiaries don't have a proprietary interest.
- Re Baden's Deed Trusts (No 2) [1973] Ch 9: Clarified Beneficiary status in discretionary trusts.
- Venables v Hornby [1897]: Interest under discretionary Trust is not property capable of execution.

The Trust Deed clearly grants the trustees full discretionary powers, and it does not fix any Beneficiary's share of the Trust property. The trustees have absolute discretion over:

- Which beneficiaries receive benefits
- How much they receive
- When they receive it

This satisfies all legal requirements for a valid discretionary Trust in UK law, based on cases like:

- McPhail v Doulton [1971] AC 424
- Re Baden's Deed Trusts (No 2) [1973] Ch 9

Discretionary Trust

There is no clause in the deed (including the schedules) that specifies any fixed proportion or entitlement for any Beneficiary.

There is no enforceable right for any Beneficiary to demand a distribution — they must rely entirely on Trustee discretion.

The deed defines the term "Beneficiaries" broadly and flexibly. While individuals may be named, the key legal point is: No one has a guaranteed right — they are objects of the trustees' discretion, not fixed-benefit recipients.

Roles in the Trust

In UK law, a person can lawfully be both a Trustee and a discretionary Beneficiary of a Trust and still enjoy protection from:

- Charging orders (e.g. from councils for unpaid council tax), and
- Bankruptcy claims,

provided the Trust is genuinely discretionary,

A resident Trustee-Beneficiary of a properly structured discretionary Trust will typically be protected from enforcement, as long as:

- Their beneficial interest is not fixed, and
- The Trust was not created to avoid creditors, and
- They do not control the Trust solely (i.e. they're not the only Trustee).

Trustee can be a Beneficiary — law allows it

Being both a Trustee and a Beneficiary is lawful in UK Trust law — as long as:

- There is at least one other Trustee, OR
- The Trust has at least one other Beneficiary, so legal and beneficial title don't merge



Saunders v Vautier (1841) — shows that when all beneficiaries are of full age and agree, they can terminate the Trust — but not relevant if discretionary

The courts separate the two roles:

- As Trustee, they must act for all beneficiaries
- As Beneficiary, they may be considered for benefit — but can't demand it

Discretionary Interest = Protection

Under UK law, a discretionary Beneficiary has no proprietary interest in the Trust property — just a *hope* to be considered for benefit.

- Re Baden's Deed Trusts (No 2) [1973] Ch 9
- Sainsbury v IRC [1970] 1 Ch 712
- Venables v Hornby [1897] — Discretionary interest is not property, cannot be seized.

So, even if the Trustee-Beneficiary lives in the property, their "interest" in it is:

- Not a legal interest (they hold legal title as Trustee, but not for their own benefit)
- Not a fixed equitable interest (no guarantee of occupation or income)

Therefore:

- Charging orders cannot attach to a right that doesn't exist.
- Bankruptcy trustees cannot seize a "mere expectation."

Appendix

A. Your Inalienable Rights

Every man and woman on earth is born with certain inalienable rights. These rights cannot be taken away by anyone unless you allow them to.

Governments do everything they can to strip us of our Rights. So it is up to each one of us to know what our inalienable rights are, and then to defend them from anyone trying to take them away.

Common Law protects our rights and gives us the tools to defend them against any attempt to destroy them. [Inalienable = 'in' = cannot put a 'lien']

- To act in self-defence (personal, family, innocents, nation).
- To own and carry weapons for self-defence and to ensure that the nation remains free.
- To own and control private property (land, money, personal items, intellectual property, etc.)
- To earn a living and keep the fruit of one's labour.
- To freely migrate within the country or to leave the country.
- To worship — or not worship — God in the manner one chooses.

- To associate with — or disassociate from — any person or group.
- To express any idea through print, voice, banner, or other media.
- To be secure in one's home, papers, and person against unwarranted searches and seizures (privacy).
- To be advised of the charges, in the event of arrest.
- To have a judge determine if the accused should be held for trial or for punishment.
- To be tried by a jury of one's peers and face one's accuser, in the event of being charged with a crime.
- To be tried by a jury of one's peers, in the event of a suit in which the disputed amount is substantive.
- To suffer no cruel or unusual punishment.
- To establish, monitor, control, and petition our servant government to help secure the above rights.
- To abolish said government, when it becomes destructive of these rights.

B. Educational Videos

https://www.youtube.com/playlist?list=PL8A_4S8EeHSbpYc1PkicQzJ0TGRGSSJPZ

C. Books

Equity & Trusts by Alistair Hudson (Ninth edition).

Gilbert Law Summaries: Trusts Edward C Halbach.