**Without Prejudice**

by [**Veronica**](http://www.fmotl.com/forum/memberlist.php?mode=viewprofile&u=2) » Mon Jul 20, 2009 10:35 am
I'm now coming across more material for my book. Stuff I've missed out. Here's one of them: What does **"Without Prejudice"** do?

You will find that letters considered to be 'of importance' may include the words: **"Without Prejudice"** somewhere prominent, either at the top or the bottom. And you can use this yourself on correspondence you create.

What, actually, does this mean?

Well, it doesn't mean that whoever writes it is 'not prejudiced against the addressee'. And it is important to know this, if you decide to use it yourself. In Court, you may very well be asked to explain what it means, and if you say: **"It means I'm not prejudiced against anyone"**, they will know you don't know what you are talking about, and what you are really doing. So it's a very good idea to know exactly what it means, and exactly what it does, before employing this technique. Or, conversely, what it means if you receive a letter that says: **"Without Prejudice"**.

What it means is:

1. The Sender of the correspondence is reserving all Rights, and nothing in that correspondence should, or could, be taken to give up any Rights. (The things that are not being 'prejudiced' are one's Natural Inalienable Rights). It means that the Sender openly stating: **"Not to be bound by any Contract unknowingly entered into, and only bound by those that meet the four criteria of Full Disclosure, Equal Considerations, Lawful Terms & Conditions, and Manifested Intent to Contract"**.

2. It - therefore - means that the correspondence CANNOT be entered into Court evidence WITHOUT THE PERMISSION OF THE CREATOR. So you can send anyone a letter, saying whatever you like. If you add: **"Without Prejudice"**, then that letter cannot be used against you in Court, **unless you agree**. (Obviously you can always submit your own correspondence into evidence … that's always yours to submit if you choose … you just can't submit theirs - if either side had written: **"Without Prejudice"**, see blow).

3. And the same thing for them, of course. But there is more. Once either Party has used: **"Without Prejudice"**, ALL FURTHER CORRESPONDENCE, **from either side**, in the current matter, is protected by the original **"Without Prejudice"** - whether it is employed from then onwards, in further correspondence, or not.

So how does one use it, then?

Actually there is a very strong argument for not using it. If one is sure of one's position, and making strong, assertive, statements (which is the Freeman-on-the-Land way of writing), then one's Natural Inalienable Rights will be being asserted. And this needs no protection from any future Court case.

Quite the opposite, of course. Normally you would want what you said to the other Party to form a major part of your defence against them.

Thus, in that scenario, if you are sure of yourself (as you should be!) there is no point in using: **"Without Prejudice"**.

But then, there's nothing you can do to stop them using it. And then all your correspondence, from then onwards becomes, 'protected' (see (3), above) - as well as all theirs.

But this still does not alter the fact that you could submit your own correspondence into evidence and, if they chose to hide theirs, your statements would stand un-rebutted. Which would put you in a very powerful position.

I suppose it's a bit like a game of Poker. But a Freeman-on-the-Land doesn't need to be bluffing, and therefore doesn't need to hide his or her cards - as long as they understand the game, and know what they are doing.

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