

Q.... I'm Canadian, and have amended my signatures on 2 public documents (DL & health card) to read "By: All rights reserved" (underneath the signature).

Attended a presentation in true law here in my region. The couple running it were advising to amend signature to read "Without Prejudice" (above the signature). I explained how I autographed my documents, and asked if there was difference, as W/P = "Without loss or waiver of rights or privileges". Pursuant to UCC 1-308 ("Performance or Acceptance Under Reservation of Rights."), is also what the ARR is meant to convey. I asked if one is stronger/more powerful or is more recognised/effective than the other. Their answer wasn't too compelling. They claimed W/P to be more effective, because with the ARR I'm signing as an agent to the title. Just wondering what some of you guys think? I haven't been in a situation where I've had to use my amended signature ID so I'm not sure either way. To me it seems like they serve the same function.

The one presenter also stated that ARR isn't specific to "what" rights I'm reserving. But to be fair, in regards to the definition of W/P, I could make that very same point. What rights/privileges is that definitely referring to?

A....What you are describing is a bit of a dogs breakfast as they say. There is a lot of mixing up of jurisdictions ( public, and private) in what you are describing. Which is dangerous. Without Prejudice means it can't be used against the parties. So it is not going on the record, for you or for them. It's not being seen by the public jurisdiction. NO the ARR ( All Rights Reserved) is NOT about the UCC. The UCC is public jurisdiction. All Rights Reserved refers to our inalienable rights. The ones that cannot be eroded. We don't need to specify which ones are or are not included, because it's all of them. A private living soul man or woman doesn't need to slice and dice which rights they do or don't have. Because they are inalienable and unconditional. Benefits and Privileges are given in the public jurisdiction, which are a liability because they are given in exchange for forfeiting rights. Whereas a living soul doesn't have to argue about benefits and privileges, they have them already.

Without Prejudice is only useful if you want correspondence to remain in the private. This means it can't be used as evidence in court. It can't be seen. ( much of the time – it's not a cure all and you will read lengthy arguments by lawyers about this) I don't use it because I want my documents to be versatile. Keep it simple. Stick to the known format. YES you want the By: because YES you are acting as an agent. Except it's the other way around, the name is acting as an agent in commerce on your behalf. The name is how the living soul can dip their toes into the public jurisdiction. The living cannot speak to the dead. so if you attend a mediation between, say an employer and employee. with a mediator acting on behalf of some organisation intended to deal with disputes. the mediator may comment along the way that the meeting is 'without prejudice'. so regardless of whatever story either side concocts to justify their version of events, it's not going to exist after the mediation is terminated. it will vaporise. the mediator is going to draw their conclusions of course, and will work with the information provided. but if either party wants to walk out the door and go to the police or go to court or seek remedy elsewhere, they can reinvent the entire history without restraint. the 'without prejudice' status of the mediation means the employees claims about themselves, or about the employer, or the employers claims about themselves, or about the employee, can't be used for better or worse by the employee, or by the employer.

From <https://uk.practicallaw.thomsonreuters.com>

The without prejudice (WP) rule will generally prevent statements made in a genuine attempt to settle an existing dispute, whether made in writing or orally, from being put before the court as evidence of admissions against the interests of the party which made them. It's like making statements 'off the record' within any process anything you say can't be used against you in court but you may want to use it in court so be careful how you use this phrase 'without prejudice'

This applies in NZ too

from <https://legalvision.com.au>

Parties involved in a dispute commonly add 'without prejudice' to communications when negotiating a settlement. Communications marked as 'without prejudice' cannot be used by the other party as evidence in court. This means that parties can speak openly about the matters in dispute without the risk of the other party using that information against them later.

For example, you might add 'without prejudice' to a letter that includes an offer to accept half the amount you first claimed in hopes of reaching a settlement agreement. Suppose the other party rejects your offer and the matter proceeds to court. In that case, the other party **cannot use this letter as evidence** that you were prepared to accept the lesser amount.

Furthermore, it can apply to both written and oral communications between parties. You should clearly state when you intend for it to apply. On the other hand, if you want to be able to use communications in court, you need to label them as 'open' communications.

"Without prejudice" is a phrase used to evoke a legal privilege attached to written or verbal communication made by a party to a dispute in a genuine attempt to settle that dispute. It is a rule of evidence that parties can have 'without prejudice' private discussions to try to settle a dispute out of court and they can't use those discussions against you in court but you can't use them to support your arguments in court either

Conversely, with prejudice means that the contents are intended to be used against the other party. In practical terms, it constitutes a threat that the information within the letter can and will be used against the receiving party and to paint the offering party in positive manner before judgment because they have given you fair notice. It's probably best not to threaten if you wish to remain in honour. The same as the police telling you before they interview you, 'this can and will be used against you in a court of law'. Maybe you shouldn't talk to police in that case?