



Inspecting Mail and Unable to Respond

When receiving a document through the post, there are several checks that should be made to ensure the document you received could be considered to have *legal standing*, or is just *junk mail*.

Junk Mail:

The standard definition of junk mail is unwanted or unsolicited advertising or promotional material received through the post, usually offering you to contract with the sender. The document, flyer or leaflet is not usually addressed to you by name nor sent by someone disclosing their name, and is most certainly not signed.

Junk mail also does not have any prior agreement or contract attached to which you are previously obligated; for if it did you would know who it was from. It would be addressed to you by name and signed by the person sending it to you.

The following checks should be made when receiving any and all postal correspondence:

Note: If you suspect the document to be fraudulent, you can return it unopened; the procedure is detailed in the document “How to File and Return Mail”. However, the following steps outline how to proceed before and after opening the envelope.

Also Note: Do not damage or discard the envelope, as this has important information on it and is considered part of the overall document, such as:

1. Method of delivery; the Royal Mail is considered part of the UK legal system.
2. Postmark: Place, Date and time of delivery.
3. Return address.
4. Senders logo or seal.
5. Barcodes and other markings.

Warnings:

Although the envelope may carry many markings and even lines of extra text not pertinent to the address, do not be fooled by any false warnings printed on the envelope such as:

1. Important documents inside.
2. Do not ignore.
3. Your reply is required.

Note: If the envelope is not even addressed to you, then how could the contents possibly be important to you, or something you need to reply to?

Furthermore, if the contents were indeed important, this information would **not** be displayed on the **OUTSIDE** of the envelope for all to see; this could breach confidentially agreements, security issues and privacy concerns.



If the envelope is marked important, it usually isn't, and ultimately it is up to **you** to decide if the contents are important or not.

Any markings on the outside of any envelope or packaging would be information or statements for the person delivering the mail, such as *fragile*, or *signature required*.

Name:

Is the document addressed to you by name, or by title? Check the following:

1. Is your name spelt correctly? If not, it is not addressed to you.
2. Does your name begin with a title, such as Mr or Mrs? This refers to your legal title and not you.
3. Is your name written in all block capitals? If so then this refers to either your corporate name, attached to you since birth through the birth certificate, or it is making reference to an illegal trust set up in your name, without your authorisation.

No Name:

If the document is **not** addressed to you by name, is it something else, such as the following:

1. Dear Resident.
2. Dear Sir or Madam.
3. Dear Sirs.
4. To whom it may concern.
5. To the Occupier.
6. To the Legal Home Owner.
7. To the Vehicle Owner.
8. To the Proprietor.

If it is not addressed to you by name then it has no legal or lawful standing with you, meaning the person who has sent you the document does **not** know who you are, and is trying to get you to surrender this information, and by doing so, contracting with you.

Return Address:

Has the documentation or envelope given you a return address? If so does the address refer to an actual place, such as an office building or residential property, or is it a P/O box? Although P/O boxes and virtual street addresses do have legitimate usages, it is also prudent to understand that they are frequently used by bogus companies and scammers.

Before you deal with a P/O box, have you already dealt with the company and concluded they are credible? If the documentation that has been sent to you is your first encounter with the company, and they have offered you a P/O box, instead of a legitimate and verifiable address, then you are well within your rights to decline, reject and return all documentation as you do not have the correct address and are unable to respond.



Envelope now Open:

At this point you can still choose to return the mail, however the following checks should be made if you decide to open it.

If you do choose to return opened mail, then send a notice of unable to respond, with the statement that it was opened in error. You could send a notice of mistake if you wish.

Signature:

This is perhaps the most obvious, yet many people miss this most vital point; **HAS THE DOCUMENT BEEN SIGNED?**

Although it seems obvious, the glaring omission of any signature renders the document you are reading as unfounded and without any lawful or legal standing.

For any document to have lawful and legal standing it **MUST** be signed by someone. This act of placing a mark onto the document gives it merit. The worthless paper has now been ***charged*** and now gains authority from the signature.

Without a signature, you are dealing with nothing more than junk mail.

True Signature:

If a signature has been given, has it actually been written by hand, using wet ink, or has it been auto-scribed, stamped, printed or even photocopied?

If you suspect that the signature is not genuine then you can question this and return the document, as a document without a genuine signature has no legal standing.

Illegible Signature:

One of the many tricks used by fraudsters is to make a mark that resembles a signature, but is completely illegible and cannot be read.

A genuine document would make concessions for this, and will display the name of the signee printed in clear font under the signature.

If the name of the signee is not clear then you will not be able to respond as you do not know who the person is, and have every right to return the document.

Real Person:

Even with what appears to be a real signature with a real printed name below, there is still no guarantee you are dealing with a real person.

Many fraudsters and even government agencies have been caught fabricating false identities within documents.



It would be prudent to verify if the person exists before responding. This could be done many ways such as a phone call to the corporation asking for verification, or the use of social media. Even private detectives could be employed if the situation warrants it.

Legal Fictions:

Once a signature has been established and the document correctly addressed in your name, you can now check for other issues and suspected fraud.

If the document is notifying you of a prior obligation, usually in the form of a demand for money, check the validity of the claim and ask who is demanding payment.

If a name of a company is given, which would be a legal fiction, then you will be unable to deal with their claim until you have been notified of the principle behind the claim, and not a legal fiction.

Note: the term *legal fiction* means the following:

1. **Legal** refers to a contract or something written down to become a contract.
2. **Fiction** means something that is invented or untrue, usually referring to literature in the form of text, especially novels, that describes imaginary events and people.

Every name of every company, agency, corporation, society, business and organization is a legal fiction.

To be able to respond to any named business within the document you have received, you will need the name of the owner. This person is often referred to as the principle, with people who work for the principle acting as agents.

It is your choice if you wish to deal with an agent and not the principle directly. You cannot be forced to deal with an agent, unless otherwise obligated usually in the form of a written and signed contract.

People hide behind legal fictions and titles. To be successful in your remedy you need to look past both and make this personal to the individual making the claim.

Titles:

If the document is making reference to titles and not names of people behind the title, then you will be unable to respond as you do not know the person who is making the claim. Therefore, you cannot verify if what they say is true, or even if they have the legal and lawful right to say it.

For example: If someone from the legal department of a corporation is saying their “Head of Claims” within the accounts department has stated you have a payment which is overdue, then you will need the name of “Head of Claims” before you can respond.

The document may very well be attempting to apply titles to you. Each and every title that they apply to you should be questioned in turn asking them to provide evidence of their claim.



However, the most common titles are usually Mr, Mrs or Miss. If you wish not to be referred to these titles then add the following paragraph to your notice stating this; include the cost if they choose to ignore you:

“Do not refer to I/us as Mr, Mrs or Miss or any title which refers to a legal fiction and not me. If you decide otherwise then by doing so you will agree to pay the sum of £5000 in damages.”

Third Parties:

Check to see if the document makes reference to third parties that you know nothing about or have not contracted with.

If names of other companies, agencies, corporations, societies, businesses and/or organisations are mentioned, checked to see if you have an affiliation or not.

Depending on your findings, there will be different outcomes to your remedy. If you *do* find you have an affiliation with one or more of the third parties, you may want to question them on how your data was shared with other corporations you know nothing about.

You could be looking at a breach of confidentiality or privacy agreement.

If no affiliation is recognised, issue the sender with a notice to supply you with evidence that any of these third parties are connected with you.

You will be unable to respond without this information.

Case Law:

Some legal agencies will try and coerce you into a contract, or state your right to consent has been revoked, by referencing the outcome of a completely separate legal case as the reason why **you** are obligated to pay.

Case law is part of the private legal society called the bar association, which tries to create new “law”, or legislation based on the outcome of someone else’s legal case.

If you choose to accept this case law, then that is entirely up to you. However, you might want to ask yourself how the outcome of a private dispute, that did not involve you, can have any bearing on your right to consent or force an obligation onto you?

Case Number:

Case numbers and reference numbers are often attached to letters in the mail. However, unless you have either agreed or have a prior obligation, these case numbers and reference numbers have nothing to do with you.

These numbers are the creation of the sender only, and only apply to them and therefore have no legal or lawful standing.



However, if you make reference to them within your own returning correspondence, it can be taken as acceptance of these numbers and therefore a contract has been made.

Either do not make any mention of any case or reference numbers declared, or add a paragraph that clearly states that no contract has been accepted in regards to these numbers.

Feel free to use your own reference numbers when returning correspondence. These can be made up of the initials of the company or person you are dealing with, added to a number that corresponded with the number of letters you have sent.

Unnamed Third Parties:

Not all third parties are named within fraudulent documents, so check to see if the document makes reference to, or displays any, third party seals, stamps, emblems, watermarks or logos.

If so then you have every right to demand the reason for them to be present before proceeding any further with whatever the document is pertaining to.

If you wish the sender to answer your questions regarding symbols and logos on their original documentation, then make a copy, and number each unknown mark or logo, then list each numbered discrepancy point by point within your returning notice.

Keep it Simple:

When sending a *Notice of Unable to Respond*, only detail what is obvious, such as no signature.

Do **NOT** make the claim there is no contract at this point. All you are doing is giving them notice that you unable to even *begin* reading the correspondence due to the fact that there is no signature.

The trick is not to tip your hand or give the sender any information that they can use against you.

For example: if you give notice that there is no contract, this tells them you have read the document and have comprehended the purpose behind it.

However, you need to establish who has sent you this document *before* you can read it and therefore notify them they have no contract with you, which of course incurs additional charges to your fee schedule.



Fee Schedule:

When dealing with any remedy you can submit your fee schedule of all and any costs and charges that will occur while dealing with the issue.

Only you can decide what value your time is worth to you, but a typical list of charges would be as follows:

1. Written documentation, such as letters and notices: £350
2. Written affidavit and filed with the court: £500
3. Produce certified copies of said affidavit: £50
4. Respond to an e-mail: £195
5. Phone calls, paid by the hour: £200
6. Court appearance: £1500 (not including costs such as travel, meals and hotel)
7. Administration and consumables, proved with receipts where applicable.

Avoiding Fraud:

When returning mail that is not addressed to you correctly, you do so to avoid the possibility of being charged with fraud.

If mail has **NOT** been addressed to you correctly then you have no way of knowing if the mail was indeed meant for you, meaning the mail could be intended for someone else.

Responding to someone else's mail and claiming to be them would be fraud, which would be a crime you wish to avoid. Hence, the mail is being returned unopened.

Note: you can make note of this if you wish with your returning correspondence.

Not a Complaint:

When returning mail through either a Neutral Response or Unable to Respond Notice, some corporations tend to ignore what you have written and treat it as a complaint, sidestepping your original notice and entering you into their complaints procedure.

Do not allow your Notice of Non-Response to be taken as a complaint, query, statement or even an agreement.

You can add a paragraph to your notice stating this (include the cost if they choose to ignore you):

“This is not a complaint, query, request for a statement, agreement, nor any acceptance of contract. If you decide otherwise then by doing so you will agree to pay the sum of £5000 in damages.”



Harassment:

Repeated mail that continues to make invalid claims against you, without any evidence of attempting to remedy the situation is harassment.

You are well within your rights to sue for compensation and your time when dealing with unfounded claims.

Tort:

The word Tort has its origins based in the Latin term ***Tortus***, which means crooked or twisted. Over time this became ***Tortuous*** and the term ***Tortuous Act*** or ***Action*** being applied to a “civil wrong” usually within contract law, where someone unfairly causes another person to suffer loss or harm.

If documentation is sent to you that appears to be incorrect or even fraudulent, it may be considered a tort. Although intent should also be considered, as just an honest mistake may have occurred.

However, if repeated attempts of sending incorrect and bogus mail to you are noted, then there can be no confusion that this is indeed a Tort.

A tortuous act can lead into a criminal act.