

# Preamble to Cabot Claim

MISSED, SET ASIDE, & STRUCK OUT.

Read their rhetoric described as *FaQ*, a common *ANTHYPOPHORA*.

NOT the kind of question I would ask! [Original here last faq.](#)

it FRAMES (you into) 1 reason among dozens  
PRE-SUPPOSING there BE a debt in the first place!

Else the argument is circular-- *Petitio Principii*.

***How do I know if you really do own my debt?***

*If we've purchased your [alleged] debt, then you would have received a welcome letter which informs you of the sale. This is known as a Notice of Assignment. Your original [alleged] creditor will have also sent you a letter telling you we now own your [alleged] account. Often these come together*

*in the same envelope, **OR NEVER.*** (none for me, call it customer care-less)

How do I know if you really do **NOT** own my debt?

DID YOU KNOW that: NEGATING the conclusion  
negates the premiss? *Modus Tollens*


**NO letters = NO debts.** Certainly not just yours *This is known as: welcome to reality!*

Waking up from your dream & your rules for believers of deceivers..

**This all means we can manufacture debts by sending out welcome letters.**



## You Have Purchased My Debt

How do I know if you really do own my debt? 


If we've purchased your debt, then you would have received a welcome letter which informs you of the sale. This is known as a Notice of Assignment. Your original creditor will have also sent you a letter telling you we now own your account. Often these come together in the same envelope.

We also report some of our accounts to Credit Reference Agencies under the name of Cabot.

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Who has purchased my debt? 

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Why has my account been sold? 

# Preamble to Cabot *with* Hassle

*47 partners in 275 Professionals, SET ASIDE, then STRUCK OUT.*

Read their *Professional Negligence Pre-Action Protocol, see, its INACTION.*

Next: their definition of *Professional Negligence*, see its *contrary performance*

*Our professionally-negligent solicitors are experts in their field - & office.*

When we deploy an advocate, she can't even get the other side's surname *WRIGHT*, despite repeated corrections.

*A lesson on how to obvert Ophelia's moral here:*

Shakespeare's Hamlet

*Do not, as some ungracious pastors do,  
Show me the steep and thorny way to heaven,  
Whiles, like a puffed and reckless libertine,  
Himself the primrose path of dalliance treads,  
And recks not his own rede.*

*And follow Richard – here:*

*Your grace attended to their sugar'd words,  
But look'd not on the poison of their hearts :*

Shakespeare's Richard III

*They Issued a Claim with: NO pre-action protocol, NO evidence, NO witness statements, and presented a signature that was knowingly counterfeit.*

***Professionally-negligent** (my conversion of their adjective to an adverb) **would be** the understatement of the era. And as old as Shakespeare.*

**Here is Wright & Hassall's Advice on procedure, conducted in the obverse.**

**USE your *get out of jail free*, pass *EVERYTHING* and go STRAIGHT to COURT PROCEEDINGS, and be careful how you avoid JAIL, CPR 32.14, RELYING on Winter's indulgence.**

The first step in any professional negligence claim is the pre-action protocol. The protocol defines the steps to be taken with strict guidelines.

#### **Preliminary notice**

Once a claimant becomes aware of an issue and they are considering making a claim, they should send a letter advising of the details and the intention to make a claim. If known, the financial value of the claim should be included. It's also advisable to encourage the defendant to make their insurers aware.

#### **Letter of acknowledgement**

The defendant has 21 days to acknowledge the preliminary notice. However, at this stage they are not required to take any further action. Most defendants will contact their professional indemnity insurers to ensure all relevant details are ready if the case moves forward.

#### **Letter of claim**

The next stage is a letter of claim which must be issued after the investigations and evidence has been gathered. The letter sets out each aspect of the claim, the background, the legal argument, the documents to support the claim and the evidence gathered in a chronological order, this can include reports from expert witnesses.

The letter of claim needs to show either how the financial loss will be calculated or the financial value suffered as a result of the negligence. At this stage the defendant should pass the details and the letter of claim to their professional indemnity insurers.

#### **Letter of acknowledgement**

As with the preliminary notice, the defendant has 21 days to acknowledge the letter of claim.

#### **Letter of response**

The defendant has three months to provide a letter of response. It should provide a detailed response to each section of the claim. The letter of response should clearly state whether liability is admitted either in full or partially or whether it is denied completely. If the defendant denies the claims against them they should justify the reasons why in detail relating to each individual aspect of the claim. The defendant should also detail any evidence they intend on using to dispute the claim and provide their own explanation of events.

#### **Letter of settlement**

If the defendant wishes to offer a settlement at this time to avoid further proceedings it should be included at the same time as letter of response.

### **Court proceedings**

If there is no letter of settlement and the defendant completely denies the claims against them in their letter of response then court proceedings can be issued. However, in other instances where there is a partial acknowledgement of a claim it is advised that negotiations continue without using court proceedings to reach an agreement. The aim of this would be to have a settlement agreed and a resolution to the claim within six months of the Letter of Acknowledgement.

The courts powers of sanction for failing to follow the pre-action protocol and its powers to put court proceedings on hold until completion of the pre-action protocol when they have been a commenced without it having been completed highlights the need to consult advice if you consider that you have a professional negligence claim so that the correct procedures are followed. If you need any advice or assistance with the pre-action protocol or any aspect of professional negligence claims please contact us. We can, if the claim meets certain criteria offer CFA funding arrangements for this type of claim.

# Professional Negligence Pre-Action Protocol

In July 2001 the Pre-Action Protocol for Professional Negligence Claims came into force, it should be used in all professional negligence cases other than those against construction professionals such as architects and quantity surveyors and doctors, nurses and surgeons where other specific protocols are used. The protocol applies for claims against solicitors, accountants, financial advisers, surveyors and banks.

The pre-action protocol encourages an early exchange of information, narrowing of issues and consideration of alternative methods of dispute resolution, with a view to wherever possible promote settlement of disputes without the need to issue court proceedings. The aim of the protocol and indeed the overriding objective of the court rules is that the initiation of court proceedings should be seen as a last resort in resolving disputes.

The protocol sets out standards which need to be followed before court proceedings are started. Cases where claimants have [failed to comply with the Professional Negligence Pre-Action Protocol can be costly](#).

The first step in any professional negligence claim is the pre-action protocol. The protocol defines the steps to be taken with strict guidelines.

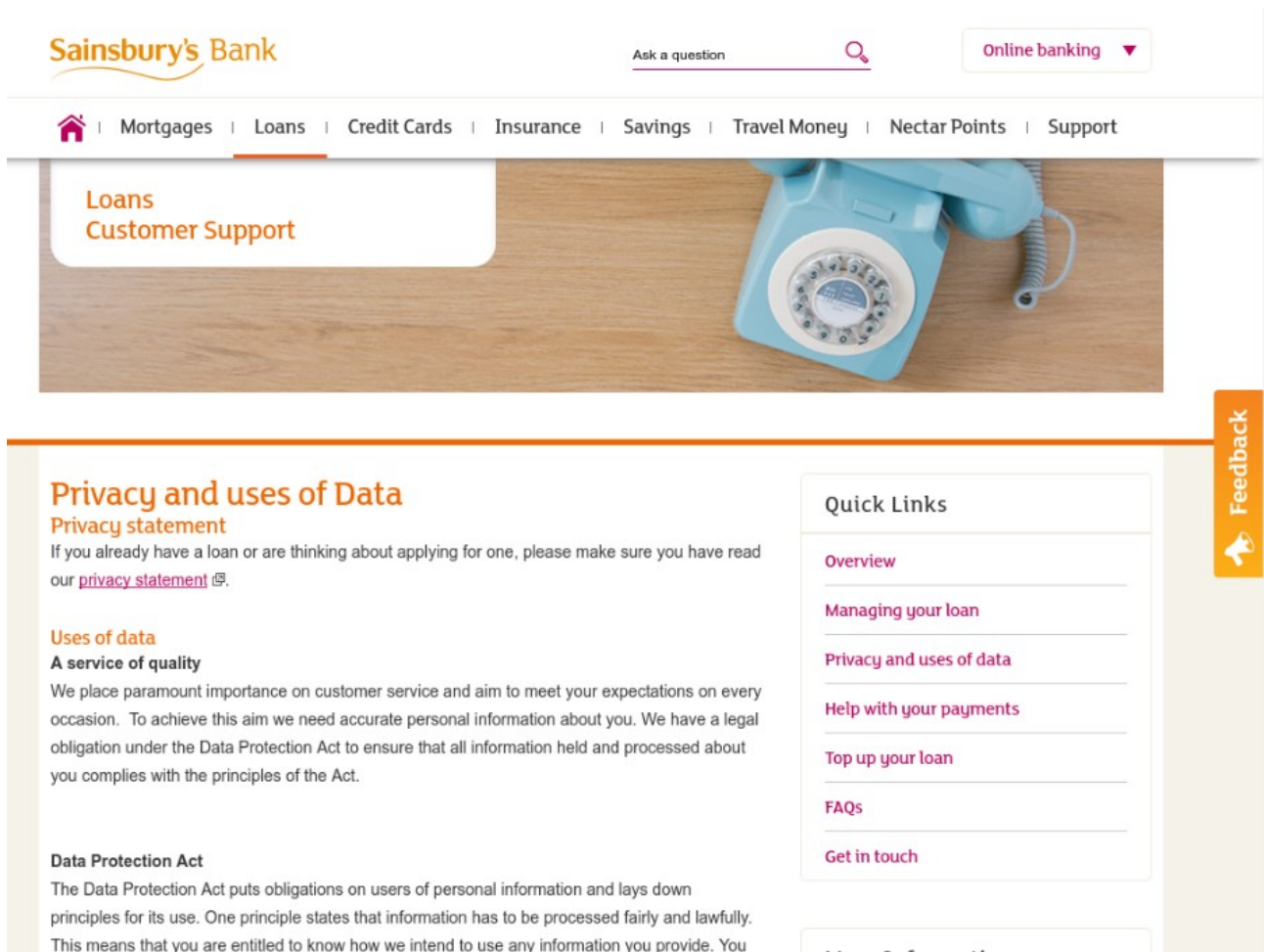
# Professional negligence

Our professional negligence solicitors are experts in their field. If you need any advice on making a claim please call us on 01926 886688.

The [definition of professional negligence](#) is "a subset of the general rules on negligence to cover the situation in which the defendant has represented him or herself as having more than average skills and abilities".

In basic terms **professional negligence** is where a professional person (this could be a financial adviser, valuer, surveyor, accountant or solicitor) fails to perform to the standards required of them, resulting in their client suffering damage or loss. A professional person has a duty of care to their client to perform their job to a reasonable standard and with reasonable care.

Now examine Sainsbury’s contrafactive SPIN, in total disparity with fact



*A service of quality* [Of the lowest possible kind]

*We place paramount importance on customer service and aim to meet your expectations on every occasion To achieve this aim we need accurate personal information about you. We have a legal obligation under the Data Protection Act to ensure that all information held and processed about you complies with the principles of the Act.*

Analyse their first sentence and its dependent infinite clause. Return to H. Sweets New English grammar, §120 – anti-logical constructions of shifting– where I have redacted the contrafactive & misleading *paramount importance* phrase with the equally contrafactive & misleading *every occasion*.

*We... aim to meet your expectations on every occasion*

The logical nucleus of the dependent **non-finite clause** *to meet your expectations* is *We... aim*.

From the primary function of the literal indicative verb -- *we aim*, it shall be easily clear that so long as their so-called ‘*team*’ concentrate only on *aiming*, missing their *aim* on the simplest occasions, as I requested L. French: Send me a copy of your imagined letter<sup>1</sup> , to which your

<sup>1</sup> Your text ad litteram - in this Notice, requires, a full disclosure of 1& 1(a) by a simple copy of the letter to which you refer, below PLEASE! I aver it is a general template letter entirely false,



reply is addressed, failing to perform this simple 5 seconds task, then PERFORMANCE of the dependant clause *meet your expectations on every..* shall **NEVER** be accomplished in FACT. It is as simple as that!

If you sharpen your focus on identifying the non-finite clause for many statements by any person, especially those in power, you shall observe that performance of the dependent clause is invariably conditional and often on the mere velleity<sup>2</sup> of desire, never reaching reality outside the thought forms.

It is a play on words & ideas, in thought forms without any correspondence in fact forms, H. Sweet again §303-306.

This is the persuasion method by deceivers of ever-ready believers who take for granted the use of literal indicative, without making the vital distinction of its being a fact mood without reliance upon fact. One is taking it for granted as [if it be] fact, where in adversarial exchanges it is the least likely to be found, as in this so-called claim, or even in colloquial conversation where an interlocutor has become familiar with language merely by hearing its everyday use, without examination of any disparity between the analytic meaning and the fact that must be in full agreement on a 1 to 1 basis.

2 OED. The fact or quality of **merely willing**, wishing, or desiring, **without any** effort or advance towards action or realization.