FROM THE IUSTORIA BLOG

Admitting a Weakness as a Weapon: The Strongest Move That Looks Like a Mistake

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I told the other side that our claim ran a real risk of partly failing in court. I said it out loud, at the negotiating table, on the record. Some of my colleagues would tear me to pieces for that. Yet from that sentence on, the other side weighed every word I said differently, which was exactly what I needed.

The problem everyone has at the table: why should they believe you?

Negotiation has a built-in problem that nobody likes to talk about: **everything you say at the table is suspect.** The other side knows you are speaking in your own interest. When you say "our claim is strong", they hear a sales pitch, not information. When you say "we cannot offer more", they hear an opening position. Everything you assert gets discounted: the listener mentally divides it by your stake in the matter and keeps a fraction. When both sides discount everything the other says, the negotiation stops being about the substance and turns into a guessing game about which parts of what was said are true.

Now to how it works. There is one kind of statement the listener does not discount but actually gives extra weight to: **information that goes against the speaker's interest.** The law knows the principle too: courts usually give considerable credibility to a statement that harms the person making it, because no reasonable person asserts things against themselves unless they are true. The psychology of judgment bears this out. People gauge how credible a source is by whether it is speaking in its own interest, and a source that says something against itself earns a credibility premium on everything else it says.

This leads to a move that looks like a mistake and is in fact an investment: deliberately conceding a weakness in your own position. You are not giving away information, because if the other side has a decent lawyer they will find that weakness anyway, or already have. What you pay with is **confirmation** of something that was in the air regardless, and what you buy is the one thing you cannot get any other way: the other side believing your strong cards.

> THE HEART OF IT
>
> Liars don't admit weaknesses. Whoever reveals one of their own accord is more easily believed on the rest.

What a controlled concession looks like

Everything hangs on the word "controlled". A controlled concession differs from an uncontrolled leak the way a controlled explosion differs from an ordinary one. There are four parameters, and you need all of them:

Parameter	Right	Wrong
Choice of weakness	The one the other side knows or will find on its own — procedural risk in the file, a contested clause, published case law	An internal evidentiary problem, a witness who is wavering, the client's finances
Wording	Drafted at your desk, conceding a risk: "we accept a court may take a different view of the construction"	Improvised at the table: "yeah, we made a mess of that back then"
Pricing	"We see the risk, we price it at a quarter of the claim, and the offer already reflects it"	A bare concession with no price — an open wound the other side can poke at all day
Position context	One weakness alongside three strong cards	A weakness from a weak position — it does not read as credible, it reads as beaten

A concession without a price is a gift; a concession with a price is a transaction. And there is a reason the wording has to be drafted in advance. Czech law gives settlement negotiations no protection, so your concession can end up as evidence too. A prepared sentence concedes a risk rather than a fact, and that is something you can live with even on the record.

What happens next: two effects to plan for

The first effect is the one you are after: the credibility premium. Your later statements ("the rest of our claim is solid", "this is as far as we go", "the client is prepared to go to court") are no longer discounted as a sales pitch. You have shown once that you are willing to say things that hurt you, and the listener now puts you in a different category of source. One controlled concession has bought weight for everything else you say. Where nobody believes anybody, that is arbitrage.

The second effect is subtler: **reciprocity**. Openness invites openness. After you concede a weakness, the other side is more likely to reveal something about its own position, because the negotiation has shifted from trading blows over positions towards solving a problem together. It does not always happen, but when it does, you learn things you would never have learned by sticking to positions.

There is a third effect as well, an internal one I did not expect when I started using this technique: it forces you to prepare honestly. If you have to find and price the weaknesses in your own position before you sit down, you cannot fool yourself. A great many bad disputes are fought because a party never said its own weaknesses out loud, not even to itself. Preparing a controlled concession is, as it happens, the best stress test of your own case that I know.

When never to do it

This is not a recipe for every occasion. Here is when the concession has no place at the table.

When your position is weak overall: as I said above, the concession will finish it off. When the person across from you is not interested in credibility but in prey. To a pure predator, every weakness you concede is simply a map of where to attack, and the credibility premium means nothing to them, because they are not counting on a deal but on wearing you down. When you are negotiating through a messenger with no mandate: your concession will reach the decision-maker without context and without the sentence that puts a price on it, in other words as a bare weakness. And when you have no wording prepared. A concession improvised in the heat of the moment is not a technique; it is an accident.

Admitting your own mistake outside a negotiation, to a client, a business partner or within a company, is a separate subject. The same mechanism applies there, and the effect is even stronger, because what is at stake is long-term trust. A supplier who calls to say "we made a mistake, this is what it was, and this is how we are fixing it" before the customer notices almost never loses by it. But that is for another article.

From practice

The example is anonymised and generalised. A settlement meeting over a claim, part of which rested on a legal construction we knew was not watertight. The other side knew it too and was simply waiting for us to deny it. Instead, we named the risk ourselves, put a price on it and explained that our offer already reflected it. The game of trying to catch each other out ended before it started, and the discussion moved on to numbers. The other side had arrived with an offer worth a fraction of the claim, and within ninety minutes it had multiplied that offer without a single concession from us. The statutory provisions had not convinced them. Once we had conceded the risk, they believed the rest as well: that our other cards were as strong as we said and that we really were prepared to go to court.

What to take away

At a negotiating table you cannot buy credibility by asserting things, only by proving them, and the cheapest proof is a controlled statement against your own interest. You choose the weakness, draft the wording in advance, put a price on it in the same breath, and only ever concede it from a position of strength. It sounds counterintuitive, which is exactly why it works. Most people at the table deny even what is plain from the documents, and then wonder why nobody believes them when they are telling the truth.

On why every sentence at a Czech negotiating table has to be framed as though for the record, see It is being recorded: sentences to never say at the table. On the opponent this technique does not work on, You don't negotiate with terrorists, and on the psychological foundations of the whole thing, Statutes are just the foundation.

Choosing the weakness, pricing it and drafting the exact wording is part of the preparation we do in the War Room.

Know the weakness in your position and not sure what to do with it? Either the other side finds it on its own, or you use it first and on better terms. Get in touch, or read what the preparation in the War Room looks like.

This text is a general commentary, not legal advice; every situation requires its own assessment. The case described is anonymised and generalised; no outcome can be guaranteed in any matter. Law as at August 2026.

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