

In the Glorious Name, the Ever-Seeing, the Ever-Commanding, the Ever-Mighty:

The God-Emperor of Victory

HIRKANE HiTLAKOTANI

Beyond All Compare, the Preceptor of the Gods upon Tekumel, the Master of Life and Death, the Repository of Universal Wisdom and Majesty, Let All Do Obeisance unto His Omnipotent Name!

I, Firu Ba Yeker, of the House of the Ultimate Secret, Master of Scribes and Chief unto the Ends of the Realm, do hereby set down and record the actions taken by the Appellate Court of the Palace of the Realm of the Glorious and Ever-living God-King, Master of the Many Universes, the Emperor of All. To which is appended the deliberations of the Second Appellate Court, as prescribed in the Book of Golden Signs of the refulgent, puissant, and sagacious Mikotlangme of Purdanim, Court Scribe and Jurist of Excellence, who did serve the Priest-Kings of Engsvan hla Ganga of old, and whose overflowing wisdom still continues as the basis of our legal system unto this day and onward.

To establish the facts:

It is alleged, stated, and uncontested that one Baluri hiThanu of the Sword of Fire Clan did possess a steel sword of Engsvanyali manufacture. This weapon he did bear with him into an adventure beneath the City of Jakalla, into catacombs and tombs, for the purpose of gathering relics.

It is alleged, stated, and uncontested that this Baluri hiThanu was slain during this enterprise by the action of one Rasim hiVara of the Broken Reed Clan. The body and possessions of the slain Baluri hiThanu were then transported back to the surface of the world by his comrades: Kanmiyel hiBashlatoi of the Standing Stone Clan, the said Rasim hiVara of the Broken Reed Clan, Chaideshu hiSsanmirin of the revered Clan of the Sea Blue, and one Tazhim, a clanless person, plus unnamed bearers and others. All of this did transpire upon the 12th day of Halir of the Year of the Seal Emperor, 2358. Thus it is inscribed.

It is alleged, stated, and uncontested that the said Kanmiyel hiBashlatoi did then remove the said Baluri's sword from amongst his possessions and did convey it unto the Temple of Vimuhla. There he did sell it for the sum of 1,700 Kaitars. This sum, he now alleges and states, was meant to contribute to the costs of purchasing a spell of Revivification for the deceased Baluri, in order that he might once more walk upon Tekumel and complete his Skein of Destiny. The Deposition of Baluri hiThanu does not contest the motive of Kanmiyel hiBashlatoi: the deposition of the lower court does, however, contain these words: "... Baluri became furious and suggested that Kanmiyel had sold it [the sword] for his own gain, thinking that revivification would not be possible." Neither party uses these words in his deposition, however.

It is alleged, stated, and uncontested that the clan and immediate family of the said Baluri hiThanu did at this time come forward and themselves pay for the costs of a spell of Revivification in order that their beloved clan-brother might once more stride this world. At this point, the said Kanmiyel hiBashlatoi did welcome his comrade with love and affection and did proffer the 1,700 Kaitars unto him with explanations of their provenance. Thus it is inscribed.

It is alleged, stated, and uncontested that the said Baluri hiThanu did thereupon wax wroth and demand the return of his sword. This proved impossible at that time, since the Temple of Vimuhla had since inspected it and determined that its value was greater than the 1,700 Kaitars they had paid for it. Out of "goodwill," as stated by Kanmiyel hiBashlatoi, the said Kanmiyel offered Baluri hiThanu a further sum of 1,000 Kaitars, which the said Baluri accepted, with the proviso (in his own Deposition) that "I accepted without prejudice to further legal action." This statement does not appear in the Deposition of Kanmiyel hiBashlatoi, nor in the deliberations of the lower court. It may thus be contested.

It is alleged, stated, and uncontested that the said Baluri hiThanu did later regain his sword from the Temple by paying a higher sum for it. This is, of course, irrelevant. What is indeed contested and lies here before the learned jurists of the Court, is this: the said Baluri hiThanu now places an action before the Palace of the Realm demanding Shamtla. The Deposition of the said Baluri hiThanu states that he contends that Kanmiyel hiBashlatoi acted wrongfully in depriving him of his property, even though he was at that time deceased, and did act wrongfully in selling his sword to the Temple of Lord Vimuhla, and did thus commit an act which might technically require punishment, repayment, or other considerations unstated. The Deliberations of the lower court state simply that "Baluri made a legal claim for shamtla in consideration of his lost property." It is further contested by Kanmiyel hiBashlatoi that this action by the said Baluri hiThanu constitutes a slander under the law and deserves reparations under the statutes governing Shamtla: "Baluri's action in attributing ignobility and incompetence to myself, even indirectly, is an inexcusable slander and [is] deserving of recompense." Thus it is inscribed.

Various and several points of Law and Custom are raised by these actions. The learned jurists of the Appellate Court and of the Second Appellate Court have considered and have made deliberation and herewith state:

Know: it is legal and proper for a party of persons embarking upon a perilous enterprise to devise, write, and seal an agreement between their several selves before their departure. In this, the parties must state the disposition of their properties and chattels, slaves, lands, and other belongings, should they become deceased or otherwise so incapacitated that they can no longer utilise said properties. This is ancient custom, supported by Engsvanyali law and precedent. The case of one Gigersa Jaika against the Palace of Ontelu and the person of Digruya Dai during the Reign of the Sun-Lord, Ssirandar XIVth is instructive here. Thus it is inscribed.

Know: it is not stated but apparent from the depositions and from the deliberations of the lower court that none of the parties to the present dispute had executed a will, a contract, or other instrument as depicted in the preceding paragraph. The disposition of the properties of deceased members of this expedition was thus moot, depending upon further law and precedent stated hereinunder.

Know: When there is no testament or contract, it is normal and proper for surviving members of an expedition, a ship's crew, a party journeying abroad, etc. to secure the property of a deceased comrade and to return it unto that person's known relatives, family, clan, or other legally inheriting body. Should there be no such living survivor with said knowledge and ability, then the property in use and custom does devolve upon the finder(s) of it.

Know: the Engsvanyali Law of the Present Hand is thus established and applies. This good and wondrous Law states that should there be no "present hand" to execute the return of a deceased's property unto his/her/its legal heirs, then the finder may, without prejudice except that of the Will of the God-Emperor, retain and hold said property with legality and tranquility. Hence, the artifacts discovered in the bednalljan tomb discovered by the current expedition are legally the property of their finder(s), save as the God-Emperor should demand and so order. The tomb of this Lord Valik is unknown; his heirs cannot be determined; his chattels are thus free to whomsoever seizes upon them. This is the principle upon which the treasures of the several Temples are held to be the property of the said Temples, refuting thereby the said Kanmiyel's question in his deposition. The Temples retain the rights to ancient treasures discovered within areas not owned by other temples or specifically so designated as Imperial property on this precept: else were we all to suffer many legal cases and injudicious accusations. It is sometimes alleged that the Concordat of the Temples should hold with regard to the disposition of artifacts specifically dedicated to one or another of the Temples, to the Gods, etc. This issue here is not relevant.

Know: that the legal death of a being ends his current ownership of all properties. Thus, when the Spirit-Soul is deemed by responsible persons to have departed the body, that person's articles then come within the purview of any testament, will, or contract, as stated above. The said Baluri hiThanu was admittedly deceased; his chattels were thus no longer his to dispose. The Law of the Present Hand did then apply: his comrades knew of his clan and family, and they knew of his religion and temple. Being physically and otherwise competent to return the body of the said Baluri hiThanu, together with his possessions, to one of these organisations, they should have legally and properly done so. Only if a contract were then in force, issued by the said Baluri hiThanu, stating otherwise, should there have been any different action. The question of revivification -- whether possible or not -- is irrelevant to this issue.

Know: that the said Kanmiyel hiBashlatoi did indeed commit an offence by removing the said Baluri hiThanu's sword from his corpse and possessions and then selling it. This is true no matter what the said Kanmiyel's purpose or motive. Were there no "present hand," of course, the said Kanmiyel would have as much right to the said Baluri's possessions as any other finder, in the absence of any contract or testament. The Appellate Courts do thus both, individually and severally, find against the said Kanmiyel hiBashlatoi for the taking and selling of the sword.

Know: This aforesaid offence does not amount to theft, since the said Kanmiyel hiBashlatoi did immediately offer the sum gained to the said Baluri hiThanu upon the latter's revivification. This in itself was a further impropriety in the view of several of the Court: the family and clan of the said Baluri hiThanu had paid for his revivification directly; the 1,700 Kaitars should have been offered to them first; if they graciously refused, then and only then should it have been offered to the said Baluri hiThanu. The greater lender or supplier of monies or considerations must be repaid first, according to Imperial law at present.

Know: the further sum of 1,000 Kaitars proffered by the said Kanmiyel hiBashlatoi as "goodwill" is truly irrelevant. However, the fact that Baluri hiThanu accepted not only the 1,700 Kaitars but also this further 1,000 Kaitars was seen by several of the Court as no settlement. Baluri hiThanu states and deposes that this sum was accepted without prejudice to further legal action; the said Kanmiyel hiBashlatoi does not mention this issue; and the lower court mentions only that it was done as "goodwill." It thus cannot be counted either as Shamtla or as payment for the lost sword.

Know: the action of the said Baluri hiThanu against the said Kanmiyel hiBashlatoi was seen by both Courts as having no merit. The action of the said Kanmiyel hiBashlatoi in selling the sword was rash and improper; the said Baluri, however, was deceased at the time of this action and hence has no grounds to sue a living person. The said Baluri's clan may wish to institute legal action, however, since the Law of the Present Hand would make them at least the presumed heirs to Baluri's property. The Temple of Vimuhla might wish to oppose this point, should it be proved that the said Baluri were indeed more loyal and devoted to his Temple than to his clan. This matter is irrelevant here. In any case, one cannot sue another for "incompetence" (else many of us indeed would be bound over for punishment!). The said Baluri hiThanu is thus deemed the loser of his suit for Shamtla from Kanmiyel hiBashlatoi.

Know: the suit of Baluri hiThanu against Kanmiyel hiBashlatoi for Shamtla might possess merit, were it to be proved by witnesses or by such sorcerous means as a Mind-Bar that the said Kanmiyel did indeed sell the sword not out of love for his deceased comrade but for personal gain. This would constitute a form of theft, if proved, and it would be the business of the clan of the said Baluri hiThanu to bring action of this nature against the said Kanmiyel hiBashlatoi. The said Baluri being deceased at the time of the said offence, this signifies that the said Baluri himself cannot be a party to this action. See the paragraph preceding.

Know: the cost of the sword, the payment rendered by the Temple of Vimuhla, the price of the sword that one might obtain in the marketplace -- all are irrelevant to these actions. What is at stake here is (a) the propriety of the said Kanmiyel hiBashlatoi's action in taking and selling the sword; (b) the action taken by the said Baluri hiThanu in demanding Shamtla for this action; and (c) the counter action taken by Kanmiyel hiBashlatoi in alleging slander uttered by the said Baluri hiThanu against himself.

Know: the Appellate Courts did both find for the said Kanmiyel hiBashlatoi in the matter of (c), above; to wit: the action taken by the said Baluri hiThanu in laying suit against the said Kanmiyel hiBashlatoi was improper and did implicitly impugn the said Kanmiyel's motives and actions. The said Kanmiyel hiBashlatoi did indeed commit an impropriety and even perhaps an illegality in taking and selling the sword; this much is correct. He should not be further slandered by the said Baluri hiThanu, however, unless witnesses or Mind-Bars prove that the said Kanmiyel hiBashlatoi's motives were ignoble. The utterance of statements of this sort do amount to slander against the said Kanmiyel hiBashlatoi. All of the jurists of the two Appellate Courts thus ruled that the said Kanmiyel was entitled to Shamtla for his counter-suit.

It is ruled: (1) that the said Kanmiyel hiBashlatoi has correctly disbursed the 1,700 Kaitars he obtained for the sale of the sword. This 1,700 Kaitars should have been offered to the said Baluri hiThanu's clan, but that is a matter for the clan to take up with the said Baluri hiThanu. (2) the first Appellate Court found against Kanmiyel hiBashlatoi for acting improperly in the selling of the said Baluri hiThanu's sword against the Law of the Present Hand; the first Court thus awarded the sum of 1,000 Kaitars as damages to the said Baluri hiThanu or to his clan, as to be later determined. It is noted here that the second Appellate Court did find Kanmiyel hiBashlatoi "rash but innocent" of wrongdoing in this matter; the second Court thus assessed no payment, fine, or punishment. (3) Both Appellate Courts found the action of Baluri hiThanu to be without merit against the said Kanmiyel

hiBashlatoi in the matter of the former's demand for Shamtla, if indeed this demand is based upon an allegation of Kanmiyel hiBashlatoi's ill motives and personal greed. Though this is stated as such in the deliberations of the Lower Court, it is not mentioned in this form by Baluri hiThanu himself, nor are there witnesses available to the Appellate Courts to prove or disprove it. (4) The price of the sword itself is irrelevant to the issues discussed here; should the said Kanmiyel hiBashlatoi wish to soothe the anguish of the Clan of the Sword of Fire, he may wish to make up the difference between the 1,700 Kaitars and their costs of purchasing a spell of Revivification. This is between him and the aforesaid clan. The matter of Baluri hiThanu cannot enter into this, since he legally did not own the sword at the time the said Kanmiyel hiBashlatoi sold it. (5) the suit of Kanmiyel hiBashlatoi against the said Baluri hiThanu alleging that the latter did utter slander against the former, was seen by both Courts to possess merit. The said Baluri hiThanu should not impugn the motives of the said Kanmiyel hiBashlatoi without true and proper proof of his accuracy. Both Appellate Courts therefore ruled that the said Baluri hiThanu must pay Shamtla of 1,000 Kaitars unto the person of Kanmiyel hiBashlatoi.

To sum up: (1) the 1,700 Kaitars obtained and given to Baluri hiThanu by Kanmiyel hiBashlatoi shall be deemed an end to this issue. Whatever else is paid or demanded for the sword is irrelevant to the actions taken here. All parties are advised to discuss an amicable settlement. (2) One of the Appellate Courts ruled Kanmiyel hiBashlatoi blameless in the action of selling the sword to pay for his comrade's revivification; the other Appellate Court held him responsible for an improper action and fined him a Shamtla of 1,000 Kaitars. This matter may be settled amicably by the parties, or it may be appealed to the Governor's Cabinet in Jakalla. (3) The suit of Baluri hiThanu for Shamtla from Kanmiyel hiBashlatoi is deemed without merit, when this suit hinges upon "incompetence" or "improper motive." (4) The suit of Kanmiyel hiBashlatoi against Baluri hiThanu is approved: it is ruled that the said Baluri hiThanu has indeed, judging from the depositions of the parties and of the Lower Court, uttered statements and instituted unwarranted legal action against the said Kanmiyel hiBashlatoi. The said Baluri hiThanu is thus ordered to pay Shamtla of 1,000 Kaitars to the said Kanmiyel hiBashlatoi.

Both parties are held equally responsible for the costs and fees of convening these Courts in their joint and several deliberations. The Palace of the Realm thus assesses each of the two parties the sum of 500 Kaitars in payment of these costs, to which suitable gratifications and pleasantries may be added if wished. This is custom.

A side issue that occupied the interest of several of the jurists was the responsibility of Rasim hiVara in slaying Baluri hiThanu. No one has thought of asking Shamtla from him for Baluri hiThanu's demise. In most cases such misadventures are covered by the contracts, testaments, etc. that such parties devise amongst themselves before departing upon difficult ventures. In this case no such instrument exists, and the said Rasim hiVara, whose clan (that of the Broken Reed) may not be powerful enough to protect him should one of the two parties become vindictive or angry with him, should take note of this warning! Misadventures are only such when all parties agree.

Signed and sealed this day in the City of Jakalla, the Protectorate of Kaija, the Seal Imperium of Tsolyanu, under the All-Seeing Omniscience of the Glorious Seal Emperor, Hirkane hiTlakotani, the 62nd of His Immortal Line! And all is inscribed as the Almighty Gods decree!

The 18th Day of Dohala, 2358.

