

## Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion has been issued. The syllabus constitutes no part of the opinion of the Court, but has been prepared by the Head Administrator of Altverse for the convenience of the reader. See *Constructed Worlds Wiki v. FANDOM, Inc.*, 200 M.W. 171, 178.

## CONSTRUCTED WORLDS PROJECTS COURT, ALTVERSE

BELIALOFTHEILLUSIONS *v.* PELICARY

CERTIORARI TO THE CONSTRUCTED WORLDS SUPERIOR  
COURT, CENTRIST

No. 06–017.            Argued April 10, 2018—Decided July 4, 2018

A wiki convention upholding the original ownership of player-made countries confers an understanding for authors to exercise full creative license and authority over their countries. This extends to conferring and relinquishing ownership to third parties, with or without condition. Ownership is transferable and thus, the full creative license and authority over countries belongs to whomever receives the title to said countries. 10, C. W. C. §12A(a)(1).

Community consensus accepts the authority of ultimate arbitration of Centrist<sup>16</sup> over all matters pertaining to Altverse as its creator and owner. This arbitative power extends to authorizing and

officiating the transfer of ownership of countries within the project. 14, C.W.C. §134(b)(1).

In Altverse, Michigan is understood to refer to the eponymous real world equivalent which includes both the Upper Peninsula and the Lower Peninsula of the U.S. state of Michigan. Michigan has been possessed by several different owners at various times during the course of Altverse's activities. The most recent, undisputed owner of Michigan was Centrist16, who held it in trust as a non-player country (hereafter abbreviated as "NPC"), after being conferred ownership and responsibility by Chaotic Zoomer (contemporaneously known as "Goldentrash71"). Chaotic Zoomer owned and possessed the player-based country of the Kingdom of the Great Lakes, colloquially referred to as "Michigan" and included all portions of Michigan, as well as parts of OTL Canada, such as Ontario and western Quebec. It should be noted that between Chaotic Zoomer's initial ownership of Michigan and his subsequent transfer of ownership to Centrist16, the ownership over Michigan had been awarded to another user, Madman. The lower court found that Madman made no substantive edits or contributions to Michigan and therefore, his ownership over Michigan was annulled and struck from the Altverse canon, reverting ownership to Chaotic Zoomer. Prior to Chaotic Zoomer, Michigan was claimed, owned, and controlled by Pelicary, the Respondent of this case. Pelicary is the owner of the United Commonwealth, of which previous iterations include the Wabash and Shenandoah. Each iteration included Michigan as an integral part of its territory until Pelicary gave ownership of the territory to Chaotic Zoomer.

After Petitioner, Belialoftheillusions (hereafter referred to as "Bel" or "Petitioner"), an Altverse member, was given written notice by Centrist16, the Altverse arbiter, that they had been given ownership of

Michigan for the purposes of reconnected annexation into the Petitioner's country, Superior, his ownership over Michigan was disputed and denied by Respondent, Pelicary (hereafter referred to as "Zach" or "Respondent"), an Altverse member. The Petitioner held that Michigan belonged to Superior on reliance of Centrist16's declaration, whose authority is undisputed as the *de facto* head and manager of the Altverse project. The Petitioner further contended that Centrist16 never formally retracted or reversed the decision. The Respondent claimed that Michigan belonged to the United Commonwealth, contending that the succession of ownership was illegitimate as the original ownership transfer between the Respondent and Chaotic Zoomer was predicated on the premise that the transfer was conditional and made in good faith. The Respondent claimed that as the original, first owner of Michigan, his right to cede ownership over all or part of his player-based country extends to conditional transfers of ownership. The Respondent claimed that the conditions of the transfer, which shall be further explained later in this opinion, was breached by Chaotic Zoomer, the beneficiary, when he left Altverse.

Both the Petitioner and the Respondent operated on the premise that Michigan belonged to them and received encouragement to settle the dispute cordially by the community. The ambiguous status of Michigan was accepted as a temporary relief for the dispute between the parties. Centrist16, the Arbiter, neither affirmed nor denied the Petitioner's claims, and likewise, neither affirmed nor denied the Respondent's counter-claims.

Cite as: 581 C.W. \_\_\_\_ (2020)

Opinion of the Court

NOTICE: This opinion is subject to formal revision before publication print of the Constructed Worlds Wiki Archives. Readers are requested to notify the Head Administrator of Altverse, Constructed Worlds Projects Court, Altverse, #projects, Conworlds Fam, Constructed Worlds Wiki, of any typographical or other formal errors, in order that correction may be made before the preliminary print goes to press.

## **CONSTRUCTED WORLDS PROJECTS COURT, ALTVERSE**

---

**No. 06–017**

---

**BELIALOFTHEILLUSIONS, PETITIONER v.  
PELICARY, RESPONDENT**

**ON WRIT OF CERTIORARI TO THE CONSTRUCTED  
WORLDS WIKI, CENTRIST**

[May 8, 2020]

**JUSTICE CENTRIST** delivered the opinion of the Court. A wiki convention upholding the original authorship of player-made countries confers an understanding for authors to exercise full creative license and authority over their countries. This extends to conferring and relinquishing ownership to third parties, with or without condition. Ownership is transferable and thus, the full creative license

and authority over countries belongs to whomever receives the title to said countries. 10, C. W. C. §12A(a)(1). We conclude that it does.

Community consensus accepts the authority of ultimate arbitration of Centrist<sup>16</sup> over all matters pertaining to Altverse as its creator and owner. This arbitral power extends to authorizing and officiating the transfer of ownership of countries within the project. 14, C.W.C. §134(b)(1). We conclude that it is true.

## I

### A

The conventional provision in question references to the definitional and exclusionary nature of ownership in Altverse as a collaborative project. It asserts that the right of authors to have full control and power to determine what and how their country shall operate within the project. Although the authors do not have complete control over their countries' actions or interactions with other countries by virtue of being part of a dynamic, collaborative project, they have ultimate authority over how and if their country may participate. Ownership and authorship are frequently interchangeable terms but it is important to note that there is a distinction to be made between such terms. *Ownership* refers to the exclusive rights and control over a country or project. *Authorship* refers to the creation or origination of a country, project, or more broadly, content. Although authors generally assume ownership over their content, ownership is transferable and is thus, personal property. The rights associated with ownership are, barring exceptions, absolute, but the retention of said ownership is not.

## B

The facts of this case test the movability and flexibility of ownership over countries. When authors relinquish control over a part or all of their country, they have the option to surrender it to the

community or to transfer ownership to another party. The Respondent was the original author who transferred ownership of Michigan to a third party, Chaotic Zoomer, for the purposes of acquiring “the land in good faith, that it would be developed in a manner of an independent state”. The Respondent held that the transference of Michigan was for the benefit of allowing the transferee an independent country to operate within Altverse. The Respondent emphasizes that this transfer was done in good faith on the grounds that the transferee would see it fit that the land would be used to fulfill the Respondent’s intended purpose. While the Court agrees that the Respondent, as the owner, had the directive authority to dictate the terms and conditions of the transfer (hereafter referred to as the “directive”), it finds that the conditions are too vague and ambiguous to adjudicate competently. The Court cannot establish, based on the facts and evidence, or lack thereof, that there was any contractual obligation between the Respondent and the third party to compel the third party to act accordingly with the directive. Even if there was a contractual duty by the third party to honor and abide by their agreement to the Respondent’s directive, the Court shall, in the interest of justice, entertain the idea that there were some semblance of agreement which minimally amounted to a quasi-contract between the Respondent and the third party. It finds then, even under such viewing, that the third party satisfied performance of the directive by creating the Kingdom of the Great Lakes, a country that was based primarily in Michigan, and was canonized as an Altverse nation. The Court does not believe that the transfer of ownership can remain conditional after the new owner has performed the condition, if the Respondent neglected to specify further that the new owner could not transfer the ownership to another party. Furthermore, the Court believes that the third party

operated in good faith by developing content for the country and expanding its lore in accordance with the Respondent's intentions. Although the third party's departure from the project absolved him of any obligations and duties to Altverse, the Court finds that the country remained attached to the third party as its owner. The third party, acting upon their right as owner, conferred ownership to Centrist16, who adopted the country as a custodian. The Court asserts that when the third party as the owner, had full control and authority to decide the fate of their country, including the right to relinquish ownership, the new transferee inherited such control and authority in likewise manner and full force. It follows then, that the transfer of ownership over Michigan from Centrist16 to the Petitioner was valid.

When Centrist16 acquired ownership of Michigan, he gained the same full and exclusive rights to Michigan that were accorded to severally to the Respondent and the third party. Control over Michigan was twofold. Centrist16 was both the owner of Michigan and the head of Altverse. As the head of Altverse, community consensus has, with good reason, accepted that the head of a project should have the ultimate discretion to determine the conduct and activities of a project. This authority extends to determining and awarding ownership of countries to players. Centrist16 has been regarded as the arbiter of the project and is thus empowered to enjoin countries to players and disjoin countries from players. Evidence has indicated that Centrist16 awarded ownership of Michigan initially to another party, Madman. Centrist16 later rescinded this award as Madman did not produce substantive edits to establish or prove any meaningful control or responsibility over the country. Convention holds that such cases can annul ownership and restore the country back to the original party and condition. Centrist16 also exercised his authority as the arbiter to

reclaim an unused country for the purposes of advancing it to a willful movant. The Petitioner was the party who received ownership of Michigan by Centrist16. As the beneficiary to Centrist16's award, the Petitioner became the owner of Michigan and relied on Centrist16's subsequent affirmation as material fact that Michigan belonged to the Petitioner's country, Superior.

## II

There is an imperative reason to reject the Respondent's position. As a matter of convention and equity, it seems natural to read the word "ownership" as both exclusive and transferable. If ownership is transferable, the owner can decide whether or not if the transfer can be conditional. The Court has already established that the Respondent's conditional transfer was fulfilled and satisfied by the third party's performance. All subsequent transfers in the chain of ownership, including the Petitioner, were thus wholly valid. Even if the Respondent held true claim over Michigan, it would be unjust and unconscionable to deny the Petitioner ownership of Michigan who reasonably relied on a promise which resulted in their detriment when the Respondent denied their right. The Petitioner's injuries, real or illusionary, outweigh the Respondent's injuries, real or illusionary, that it would be a miscarriage of justice to assert the contrary. The principle of promissory estoppel, a matter of equity, is at play here when in consideration of the facts. Michigan constitutes an integral part of Superior of which its government, royal family, and economy has been based on. To otherwise adjudicate against the favor of the Petitioner would unjustly and fundamentally affect the entirety of Superior's canonicity and existence. The Court finds that even if the Respondent's claim, the United Commonwealth, had relied on Michigan and that, to not reacquisition so would constitute in serious



injuries, the Court holds that the Respondent's willingness to transfer initial ownership of Michigan to Chaotic Zoomer, a third party, indicates that Michigan was a transferable piece of territory. The act demonstrates that there was a conscious decision and acknowledgement on the end of the Respondent, that such land could be conceded. A reasonable person would, based on the facts alone, accept that such concession means that the land is not deemed as necessitive, integral, or vital to a country by its owner. When comparing the detriment incurred by either party, one would reasonably see that Superior, the smaller country which relies on Michigan substantially for its content, would suffer greater both proportionally and arithmetically compared to the United Commonwealth. Had the facts of the case been brought to the Court of a dispute between the two parties which showed Chicago was in contention, the Court would have seen greater favor to the Respondent's country as the United Commonwealth would demonstrably show significant and substantive reliance on such area.

Furthermore, the Respondent's assertion that his leave of absence from the community unduly deprived him of his right to determine the status and transfer of Michigan is deemed moot. Although notification of the respondent would be a matter of courtesy, there is no such duty or obligation to compel any of the parties involved in the ownership transfer to deliver such. As the Court has held, ownership was fully transferred to the third party and his successors to which no notice was necessary to give to the Respondent.

The Respondent has asserted that Chaotic Zoomer did not have the power to transfer ownership and instead, had a duty to return ownership upon leaving Altverse. In asserting such, if the Court were to rule in the Respondent's favor, it would set dangerous precedent

wherein an owner cannot freely transfer their claims without prejudice, thus limiting the rights associated with ownership, and the autonomy of players to designate their successor. Furthermore, it would give undue power to a former owner to forcibly seize ownership ceded to a new owner if minimal merits of the case prove that the former owner was not satisfied with the new owner's conduct or handling of the country. If the transfer of ownership made by Chaotic Zoomer to the Arbiter was invalid, then the ownership accepted by the Arbiter would likewise be invalid.

If the Court were to rule in favor of the Respondent, the Court must expunge the Arbiter of any authoritative power or discretion over the ownership transfers of Michigan. Convention rests that the Arbiter is able to exercise full and complete discretionary power over all matters pertaining to Altverse, who is persuaded, but not compelled to act according to the interests and requests of the project's community members. The Court views that even if the Respondent's claims were valid, the powers vested in the Arbiter supersede any subordinate opinion when the authority and word of the Arbiter has been relied upon materially by another party, such as the Petitioner, and the said authority and word has not been altered or rescinded by the Arbiter, or the decision was not challenged in court and its litigability of such decision has run the Statute of Limitations.

The Respondent is correct in asserting that it would be detrimental if individuals who provided or conceded land in good will were then turned against by the party whom they conceded the land to. However, the Court believes that that the principle of *venditor emptor* applies. As the Court established, Michigan was operated under good faith and was written in the spirit of community enrichment. When Michigan became part of Superior, a country which

is hostile to the United Commonwealth within the project, such fact was not foreseeable, but more importantly, was not relevant to the fact of the matter. That Superior uses Michigan for its benefit and the United Commonwealth's detriment is the nature of the project which encourages interactive dynamism, both friendly and hostile. Such fact has no bearing or impetus on the Respondent's good faith requirement to Chaotic Zoomer. Suppose a gun owner transferred their gun to a friend in good faith as a gesture of appreciation. The friend, who had used the gun responsibly for a period of time, then transferred the gun to another friend in good faith and without prejudice. The friend of a friend, who was now in possession of said gun, later uses it against the original owner. Has the intermediary friend been stained by any guilt or direct responsibility for the injury against the original owner? Neither the original gun owner nor the friend had foreseen the actions that the third party would ultimately undertake, yet the inherent risk associated with gun ownership, possession, and transfer should have been reasonably known and understood by all parties. Likewise, the Court believes that just as Chaotic Zoomer acted in good faith, his participation in the causative chain between Michigan's friendly status to hostile status to the United Commonwealth was neither foreseeable nor his responsibility to bear. It follows then, that there was no true instance where any good faith was violated and at every moment, the third party acted responsibly within the full extent of their rights as an owner.

It is in the interest of the Court to uphold justice and equity. It recognizes the responsibility it bears in order to ensure that Altverse and the wiki follows the order, decorum, and consistency necessary for a productive, cooperative, and collaborative community. The Court affirms that Michigan belongs to the Petitioner in its entirety on the

grounds of having valid ownership claim and deriving legal recognition by Centrist16, the Arbiter of Altverse. But had the Respondent demonstrated that there was indeed a breach of contract in his transfer of initial ownership over Michigan to Chaotic Zoomer where it involved a provision that went beyond the conditional requirement of good faith, the Court would have placed greater, conclusive weight in favor of the Respondent. However, the Respondent did not show evidence to the contrary that Chaotic Zoomer acted in good faith.

We conclude that 10, C. W. C. §12A(a)(1) and 14, C.W.C. §134(b)(1) requires the Respondent to cease and desist all claims of ownership to Michigan and to assert on the record that ownership of Michigan and the damages associated with the disputed ownership are entitled to the Petitioner. The judgment of the Superior Court is upheld and the Petitioner is entitled to all legal claims submitted before the Court. The case is appealable to the Supreme Court of the Constructed Worlds Wiki upon successful completion of a writ of certiorari.

*It is so ordered.*