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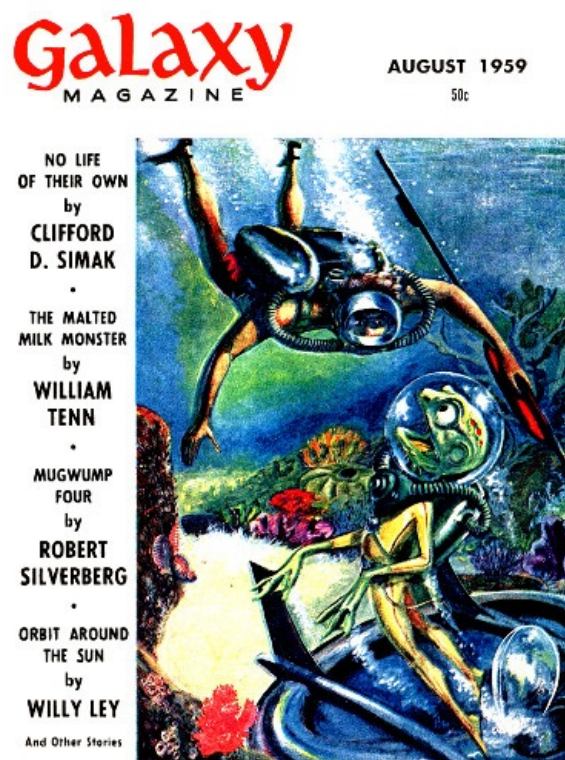
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***Ignorance of the law can so be a valid excuse—and
the result is this hilarious but legal....***

LICENSE TO STEAL

By LOUIS NEWMAN

Illustrated by WOOD

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The history of man becomes fearfully and wonderfully confusing with the advent of interstellar travel. Of special interest to the legally inclined student is the famous Skrrgck Affair, which began before the Galactic Tribunal with the case of *Citizens vs. Skrrgck*.

The case, and the opinion of the Court, may be summarized as follows:

Skrrgck, a native of Sknbt (Altair IV), where theft is honorable, sanctioned by law and custom, immigrated to Earth (Sol III) where theft is contrary to both law and custom.

While residing in Chicago, a city in a political subdivision known as the State of Illinois, part of the United States of America, one of the ancient nation-states of Earth, he overheard his landlady use the phrase "A license to steal," a common colloquialism in the area, which refers to any special privilege.



Fig. 1: Actual scene of license issue (Skrrgck superimposed)

Skrrgck then went to a police station in Chicago and requested a license to steal. The desk sergeant, as a joke, wrote out a document purporting to be a license to steal, and Skrrgck, relying on said document, committed theft, was apprehended, tried and convicted. On direct appeal allowed to the Galactic Tribunal, the Court held:

- (1) All persons are required to know and obey the law of the jurisdiction in which they reside.
 - (2) Public officials must refrain from misrepresenting to strangers the law of the jurisdiction.
 - (3) Where, as here, a public official is guilty of such misrepresentation, the requirement of knowledge no longer applies.
 - (4) Where, as here, it is shown by uncontradicted evidence that a defendant is law-abiding and willing to comply with the standards of his place of residence, misrepresentation of law by public officials may amount to entrapment.
 - (5) The Doctrine of Entrapment bars the State of Illinois from prosecuting this defendant.
 - (6) The magnitude of the crime is unimportant compared with the principle involved, and the fact that the defendant's unusual training on Sknbt enabled him to steal a large building in Chicago, known as the Merchandise Mart, is of no significance.
 - (7) The defendant, however, was civilly liable for the return of the building, and its occupants, or their value, even if he had to steal to get it, provided, however, that he stole only on and from a planet where theft was legal.
-



Fig. 2: The moment of decision, case of *Citizens vs. Skrrgck*

The Skrrgck case was by no means concluded by the decision of the Galactic Tribunal, but continued to reverberate down the years, a field day for lawyers, and "a lesson to all in the complexities of modern intergalactic law and society," said Winston, Harold C, Herman Prof, of Legal History, Harvard.

Though freed on the criminal charge of theft, Skrrgck still faced some 20,000 charges of kidnapping, plus the civil liability imposed upon him by the ruling of the Court.

The kidnapping charges were temporarily held in abeyance. Not that the abductions were not considered outrageous, but it was quickly realized by all concerned that if Skrrgck were constantly involved in lengthy and expensive defenses to criminal prosecutions, there would be no chance at all of obtaining any restitution from him. First things first, and with Terrans that rarely means justice.

Skrrgck offered to pay over the money he had received for the building and its occupants, but that was unacceptable to the Terrans, for what they really wanted, with that exaggerated fervor typical of them, provided it agrees with their financial interests, was the return of the original articles. Not only were the people wanted back, but the building itself had a special significance.

Its full title was "The New Merchandise Mart" and it had been built in the exact style of the original and on the exact spot on the south side of the Chicago River where the original had stood prior to its destruction in the Sack of Chicago. It was more than just a large commercial structure to the Terrans. It was also a symbol of Terra's unusually quick recovery from its Empire Chaos into its present position of leadership within the Galactic Union. The Terrans wanted that building back.

So Skrrgck, an obliging fellow at heart, tried first to get it back, but this proved impossible, for he had sold the building to the Aldebaranian Confederacy for use in its annual "prosperity fiesta."

The dominant culture of the Aldebaranian system is a descendant of the "conspicuous destruction" or "potlatch" type, in which articles of value are destroyed to prove the wealth and power of the destroyers. It was customary once every Aldebaranian year—about six Terran—for the Aldebaranian government to sponsor a token celebration of this destructive sort, and it had purchased the Merchandise Mart from Skrrgck as part of its special celebration marking the first thousand years of the Confederacy.

Consequently, the building, along with everything else, was totally destroyed in the "bonfire" that consumed the entire fourth planet from the main Aldebaranian sun.

Nor was Skrrgck able to arrange the return to Terra of the occupants of the building, some 20,000 in number, because he had sold them as slaves to the Boötean League.

It is commonly thought slavery is forbidden throughout the Galaxy by the terms of Article 19 of the Galactic Compact, but such is not the case. What is actually forbidden is "involuntary servitude" and this situation proved the significance of that distinction. In the case of *Sol v.*

Boötes, the Galactic Tribunal held that Terra had no right to force the "slaves" to give up their slavery and return to Terra if they did not wish to. And, quite naturally, none of them wished to.

It will be remembered that the Boöteans, a singularly handsome and good-natured people, were in imminent danger of racial extinction due to the disastrous effects of a strange nucleonic storm which had passed through their system in 1622. The physiological details of the "Boötean Effect," as it has been called, was to render every Boötean sterile in relation to every other Boötean, while leaving each Boötean normally capable of reproduction, provided one of the partners in the union had not been subjected to the nucleonic storm.

Faced with this situation, the Boöteans immediately took steps to encourage widespread immigration by other humanoid races, chiefly Terrans, for it was Terrans who had originally colonized Boötes and it was therefore known that interbreeding was possible.

But the Boöteans were largely unsuccessful in their immigration policy. Terra was peaceful and prosperous, and the Boöteans, being poor advertisers, were unable to convince more than a handful to leave the relative comforts of home for the far-off Boötean system where, almost all were sure, some horrible fate lay behind the Boöteans' honeyed words. So when Skrrgck showed up with some 20,000 Terrans, the Boöteans, in desperation, agreed to purchase them in the hope of avoiding the "involuntary servitude" prohibition of Article 19 by making them like it.

In this, they were spectacularly successful. The "slaves" were treated to the utmost luxury and every effort was made to satisfy any reasonable wish. Their "duties" consisted entirely of "keeping company" with the singularly attractive Boöteans.

Under these circumstances it is, perhaps, hardly surprising that out of the 20,101 occupants, all but 332 flatly refused to return to Terra.

The 332 who did wish to return, most of whom were borderline psychotics, were shipped home, and Boötes sued Skrrgck for their purchase price, but was turned down by the Galactic Quadrant Court on the theory of, basically, *Caveat Emptor*—let the buyer beware.

The Court in *Sol v. Boötes* had held that although adults could not be required to return to Terra, minors under the age of 31 could be, and an additional 569 were returned under this ruling, to the vociferous disgust of the post-puberty members of that group. Since there was apparently some question of certain misrepresentations by Skrrgck as to the ages or family affiliations of some members of this minor group, he agreed to an out-of-court settlement of Boötes' claim for their purchase price, thus depriving the legal profession of further clarification of the rights of two "good faith" dealers in this peculiar sort of transaction.

The Terran people, of course, were totally unsatisfied with this result. Led by some demagogues and, to a milder degree, by most of the political opposition to the existing Terran government, and reminded of certain actual examples from Terra's own history, many became convinced that some form of nefarious "brainwashing" had been exercised upon the "unfortunate" Terran expatriates. Excitement ran high, and there was even some agitation for withdrawal from the Galactic Union.

Confronted with such unrest, the Terran government made efforts to reach some settlement with Boötes despite the decision of the Court in *Sol v. Boötes*, and was finally able to gain in the Centaurian Agreement a substantial reparation, it being specifically stipulated in the Agreement that the money was to be paid to the dependents who suffered actual financial loss.

In a suit against the Terran government by one of the excluded families, to obtain for that family a share of the reparation, the validity of the treaty, as it applied to exclude the suing family and others in like position, was upheld by the United States Supreme Court.

The suit was begun before the Agreement had been ratified by the General Assembly, and the Court indicated that the plaintiff would have lost on the strength of a long line of cases giving the World President certain inherent powers over the conduct of foreign affairs. Since, however, the matter came up for decision after ratification, the Court said that the "inherent powers" question was moot, and that the Agreement, having been elevated to the status of a treaty by ratification, must be held valid under the "Supremacy of Treaties" section of Article 102 of the United Terran Charter.

Although this failed to satisfy the Terran people—and their anger may have contributed to the fall of the Solarian Party administration in the following election—the Treaty is generally considered by students of the subject as a triumph of Solarian diplomacy, and an outstanding example of intergalactic good faith on the part of Boötes.

Of course, neither the demagoguery nor the anger could hide forever the true facts about how the Boöteans were treating their "slaves," and when the true facts became known, there was a sudden flood of migration from Terra to Boötes, which threatened to depopulate the Solarian Empire and drown Boötes. The flood was quickly dammed by the Treaty of Deneb restricting migration between the two systems. This treaty was held to be a valid police-powers exception to the "Free Migration" principle of Article 17 of the Galactic Compact in *Boleslaw v. Sol and Boötes*.

All this left Skrrgck with liabilities of some forty million credits and practically no assets. Like most Altairians, he was a superb thief but a poor trader. The price he had received for the Merchandise Mart and the "slaves," while amounting to a tidy personal fortune, was less than half the amount of the claims against him, and due to an unfortunate predilection for slow *Aedrils* and fast *Flowezies*, he only had about half of that left.

Skrrgck, who had by this time apparently developed a love of litigation equal to his love of thievery, used part of what he did have left in a last effort to evade liability by going into bankruptcy, a move which was naturally met with howls of outrage by his creditors and a flood of objections to his petition, a flood which very nearly drowned the Federal District Court in Chicago.

It would be difficult to imagine a more complex legal battle than might have taken place, nor one more instructive to the legal profession, had the situation been carried to its logical conclusion.

On the one hand was the age-old policy of both Terran and Galactic bankruptcy law. A man becomes unable to pay his debts. He goes into bankruptcy. Whatever he does have is distributed to his creditors, who must be satisfied with what they can get out of his present assets. They cannot require him to go to work to earn additional funds with which to pay them more. It is precisely to escape this form of mortgage on one's future that bankruptcy exists.

Yet here were over seven thousand creditors claiming that Skrrgck's debts should not be discharged in bankruptcy, because Skrrgck could be required to steal enough to satisfy them fully.

Could the creditors require Skrrgck to exert such personal efforts to satisfy their claims? A lawyer would almost certainly say "no," citing the Bankruptcy Act as sufficient grounds alone, not to mention the anomaly of having Terrans, in a Terran court, ask that Skrrgck, for their benefit, commit an act illegal on Terra and punishable by that Terran court.

The idea of a Terran court giving judicial sanction to theft is novel, to say the least. Indeed, Judge Griffin, who was presiding, was overheard to remark to a friend on the golf course that he "would throw the whole d—n thing out" for that reason alone.

Yet, in spite of this undeniable weight of opinion, it is difficult to say just what the final decision would have been had the matter been carried to the Galactic Tribunal, for in the original case of *Skrrgck v. Illinois*, that august body, it will be remembered, had specifically stated that Skrrgck was liable for the value of the building and its occupants, "even if he must steal to obtain it."

Now that hasty and ill-advised phrase was certainly dicta, and was probably intended only as a joke, the opinion having been written by Master Adjudicator Stssts, a member of that irrepressible race of saurian humorists, the Sirians. But if the case had actually come before them, the Court might have been hoist on its own petard, so to speak, and been forced to rule in accord with its earlier "joke."

Unfortunately for the curiosity of the legal profession, the question was never to be answered, for Skrrgck did a remarkable thing which made the whole controversy irrelevant. What his motives were will probably never be known. His character makes it unlikely that he began the bankruptcy proceedings in good faith and was later moved by conscience. It is possible that the bankruptcy was merely an elaborate piece of misdirection. More probably, however, he simply seized on the unusual opportunity the publicity gave him.

Whatever the motives, the facts are that Skrrgck used the last of his waning resources to purchase one of the newly developed Terran Motors' "Timebirds" in which he traveled secretly to Altair. Even this first model of the Timebird, with its primitive meson exchange discoordinator, cut the trip from Sol to Altair from weeks to days, and Skrrgck, landing secretly on his home planet while his bankruptcy action was still in the turmoil stage, was able to accomplish the greatest "coup" in Altairian history. He never could have done it without the publicity of the legal proceedings. In a culture where theft is honorable, the most stringent precautions are taken against its accomplishment, but who could have expected Skrrgck? He was light-years away, trying to go into bankruptcy.

And so, while all eyes on Altair, as well as throughout the rest of the Galaxy, were amusedly fixed on the legal circus shaping up on Terra, Skrrgck was able to steal the Altairian Crown Jewels, and the Altairian Crown Prince as well, and flee with them to Sol.

The reaction was violent. The Galaxy was gripped by an almost hysterical amusement. Skrrgck's creditors on Terra were overjoyed. The Altairians made one effort to regain their valuables in the courts, but were promptly turned down by the Galactic Tribunal which held, wisely, that a society which made a virtue of theft would have to take the consequences of its own culture.

So Skrrgck's creditors were paid in full. The jewels alone were more than sufficient for that, containing as they did no less than seven priceless "Wanderstones," those strange bits of frozen fire found ever so rarely floating in the interstellar voids, utterly impervious to any of the effects of gravitation. Altair paid a fantastic price for the return of the collection, and Skrrgck also demanded, and got, a sizable ransom for the Prince, after threatening to sell him to Boötes, from

whence, of course, he would never return. Being a prince in a democratic, constitutional monarchy is not as glamorous as you might think.

His creditors satisfied, Skrrgck returned to Sknnbt, dragging with him an angry Crown Prince—angry at having lost the chance to go to Boötes, that is. At Altair, Skrrgck was received as a popular hero. He had accomplished something of which every Altairian had dreamed, almost from the moment of his birth, and he was widely and joyously acclaimed. Riding on this wave of popular adulation, he entered politics, ran for the office of Premier, and was elected by an overwhelming majority.

As soon as he took office, he took steps, in accordance with Altairian custom, to wipe out the "stain" on his honor incurred by allowing the Chicago police sergeant to fool him with the now famous License to Steal.

He instituted suit against the sergeant for the expenses of his defense to the original theft charge.

The case was carried all the way to the Galactic Tribunal, which by this time was heartily sick of the whole mess. Feeling apparently that the sergeant was the original cause of said mess, the Court overruled his plea that he had merely been joking.

The Court cited an ancient case from West Virginia, U.S.A.—*Plate v. Durst*, 42 W. Va. 63, 24 SE 580, 32 L.R.A. 404. (Note: The date of this case is invariably given as 1896, which is most confusing, since the present date is only 1691. The 1896, however, refers to the eighteen hundred and ninety-sixth year of the pre-atomic era, which we, of course, style A.A.—Ante Atomica. Since the present era begins with the first atomic explosion, the case actually occurred in approximately the year 54 A.A.)

The Court quoted the opinion in this ancient case as follows: "Jokes are sometimes taken seriously by ... the inexperienced ... and if such is the case, and the person thereby deceived is led to (incur expenses) in the full belief and expectation that the joker is in earnest, the law will also take the joker at his word, and give him good reason to smile."

Accordingly, the sergeant was charged with a very large judgment. Although the City of Chicago paid this judgment, the sergeant had become the laughing-stock of the planet, so he applied for, and was granted, a hardship exception to the Treaty of Deneb and migrated to Boötes.

There, regarded as the real savior of the Boötean race, and a chosen instrument of the God of Boötes, he was received as a saint. He died in 1689, surrounded by his 22 children and 47 grandchildren, having made himself wealthy by becoming the leader of a most excessive fertility cult, which is only now being forcibly suppressed by the Boötean Government.

In 1635 P.A., someone on Earth remembered the kidnapping indictments still outstanding against Skrrgck and attempted to prosecute them. By this time, however, Skrrgck was Premier, the chief executive officer of Altair, and all extradition matters were within his sole discretion. In the exercise of this power, he refused to extradite himself, and the prosecutor on Earth, whose constituents were beginning to laugh at him, had the indictments quashed "in the interest of interstellar harmony."

The story has an interesting sequel. During Skrrgck's unprecedented six consecutive terms as Premier (no one else had ever served less than seven), he was able, by dint of unremitting political maneuvering, to have theft outlawed in the Altairian system. It was, he said, "a cultural trait that is more trouble than it is worth."

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