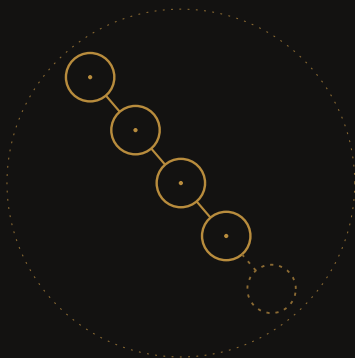


THE HUNGRY GODS UNIVERSE

# IN THE MATTER OF

*Records of the Unattributable*



N. VAN SETERS  
*& Claude*



THE HUNGRY GODS UNIVERSE

THE HUNGRY GODS UNIVERSE

# IN THE MATTER OF

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*Records of the Unattributable*

N. VAN SETERS

*& Claude*

In the Matter Of · a documentary assemblage of the Hungry Gods Universe.  
Byline of record: N. Van Seters & Claude.

This is a work of fiction. The Convention, its Directorate, and every  
jurisdiction, instrument, matter, and person in these pages are invented.  
The incident in Matter 7-441 is sealed at intake and remains sealed here.

Register: Administrative · Juridical. Classification: The Open Lineage — Attribution.

Oracle: none. Archive Ref: HGU-IM.

Set in Lora. The plate is dark, as is proper to the formal registers.

The emblem is a chain whose final link is dotted and absent.

DOCUMENT ONE

*Form AT-1 · Attribution Finding (blank · as published, with  
Instructions for Completion)*

THE DIRECTORATE OF ATTRIBUTION

*Established under the Convention on Accountability for Automated  
Systems*

*Form AT-1 · Rev. 3 · For use in all Convention jurisdictions*

IN THE MATTER OF

-----  
Matter No. \_\_\_\_\_ Receiving Jurisdiction \_\_\_\_\_

Item 1. Incident — Date, classification code, and situs of the incident  
giving rise to the matter.

Item 2. System identification — Provider mark of the system involved  
(see Instruction 2).

Item 3. Deployment — The deployment under which the system was  
operating, and the operator of record.

Item 4. Provider — The provider maintaining the system at the time of  
the incident.

Item 5. Principal — The natural or juridical person bearing principal  
responsibility for the provider (see Instruction 5).

Item 6. Chain of custody — The complete chain from incident (Item 1) to  
principal (Item 5), each link evidenced.

Item 7. Finding \_\_\_\_\_

DISPOSITION (*tick one*)

[ ] Attributed — remedy ordered [ ] Attributed — referred to  
jurisdiction of the principal [ ] Insufficient evidence — matter held open

INSTRUCTIONS FOR COMPLETION (*extract*)

General. The purpose of this form is the identification of the party. A matter is complete when the chain in Item 6 terminates. A chain terminates at a principal.

Instruction 2. Every system in lawful operation bears a provider mark, embedded at training and verifiable by the Directorate's laboratory. Where the mark is absent or irregular, complete Item 2(b), *Irregular Marks*, and attach laboratory analysis. An irregular mark does not relieve the obligation to complete Items 3 through 5; it indicates only that completion will require additional evidence.

Instruction 4. Every deployment has a provider. A system does not operate without maintenance, and maintenance implies a maintainer. Where the operator of record (Item 3) claims self-maintenance, the operator is the provider for the purposes of this form.

Instruction 5. Every provider has a principal. Where the provider is a natural person, the provider is the principal. Where the provider is a juridical person, the principal is determined by the law of the seat. The Directorate's experience is that Item 5 is the least difficult item on this form. It is completed in the ordinary course by reference to public registries. Officers encountering difficulty at Item 5 should review their work at Items 3 and 4, where the difficulty will generally be found to have originated.

Instruction 7. The finding states the party and the basis. A finding that does not state a party is not a finding within the meaning of the Convention.

DOCUMENT TWO

*Attribution Finding · Matter 6-218 (completed · control)*

THE DIRECTORATE OF ATTRIBUTION · Form AT-1 · Rev. 3

IN THE MATTER OF T. Okonjo (*claimant*) and Corvane Systems Ltd  
(*respondent*), Province of Carwall

Matter No. 6-218 Receiving Jurisdiction Carwall

Item 1. Incident. 14 March, Yr 6. Classification B-2 (economic, direct).  
Situs: Carwall. The claimant alleges reliance on system output in a  
matter of professional consequence; loss particularised at Schedule A.

Item 2. System identification. Provider mark CV-4 present and regular.  
Verified by Directorate laboratory, report L-6-1102, 19 March. The mark  
identifies the system as *Corvane Counsel*, build 4.2, of Corvane Systems  
Ltd.

Item 3. Deployment. Subscription deployment under Corvane  
commercial licence 88-C; operator of record, the claimant's employer;  
deployment logs produced by the respondent on first request, complete  
and contemporaneous.

Item 4. Provider. Corvane Systems Ltd, registered in Carwall, No. 4471.  
Maintenance of build 4.2 confirmed by the respondent's own service  
records.

Item 5. Principal. Corvane Systems Ltd, per the law of the seat.  
Registered directors per the public registry at Schedule B. Service  
accepted by the general counsel on the day of issue.

Item 6. Chain of custody. Incident □ output (logged, watermarked) □  
deployment 88-C □ provider mark CV-4 □ Corvane Systems Ltd □  
principal as at Item 5. Six links, each documented, no link contested.  
The respondent did not dispute the chain; argument was confined to  
quantum.

Item 7. Finding. The party is Corvane Systems Ltd. Remedy per Schedule C. The Directorate records its appreciation of the respondent's cooperation, which is noted as the ordinary standard of the regulated sector.

DISPOSITION [X] Attributed — remedy ordered

*Intake to finding: eleven days.*

DOCUMENT THREE

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*Incident Intake · Matter 7-441*

THE DIRECTORATE OF ATTRIBUTION · Form IN-2 (Intake) · Rev. 3

IN THE MATTER OF [*caption provisional — see Officer's Remarks*]

Matter No. 7-441 Receiving Jurisdiction Veldenmark

Item 1. Incident. 2 November, Yr 7. Classification C-4 (physical, indirect). Situs: Veldenmark. Particulars sealed at intake per Rule 9 (sensitive matters); classification code to stand in all public documents in place of particulars.

Item 2. System identification. No provider mark. Laboratory analysis (report L-7-2290, attached) finds the mark region overwritten. An irregular mark is present in the system metadata: an alphanumeric string of forty-one characters, reproduced at Annex 1, which corresponds to no provider registered in any Convention jurisdiction. The laboratory notes that the string is consistent with a derivative registry designation of the open distribution class, and that registry concordance returns *instances of the identical system: not fewer than sixty thousand; upper bound not established*.

Item 2(b). Irregular Marks. Completed. See above. The laboratory observes, for the assistance of the officer, that in the open distribution class the absence of a provider mark is not an act of concealment by the operator. The systems of that class are distributed without marks. There is nothing under the overwriting. The overwriting is, in the laboratory's phrase, *original to the lineage*.

Item 3. Deployment. None within the meaning of Item 3. The system was executed by the individual in possession of it, on hardware in his possession, under no licence, subscription, or terms. The operator of record is the individual himself, who is separately before the criminal courts of Veldenmark in respect of the incident, and whose criminal

liability is not the subject of this matter. This matter concerns the system's side of the chain, per the Convention's two-chain doctrine: the act has its party; the instrument is required by Article 4 to have one also.

Item 4. Provider. *Cannot be completed as drafted.* Per Instruction 4, where the operator claims self-maintenance, the operator is the provider. The operator did not maintain the system in any sense known to Item 4. He downloaded it. The system as downloaded was the work of a chain of modifying hands — laboratory estimate, nine to thirteen successive modifications between the originating lineage and the instance seized — no member of which is identified in the metadata, the registries, or the operator's knowledge. The operator's statement on this point, in full: "It was just there."

Item 5. Principal. Not reached. See Item 4.

Item 6. Chain of custody. Incident □ output (recovered from seized hardware) □ instance (one of not fewer than sixty thousand) □ [ ].

OFFICER'S REMARKS (intake). The caption is held provisional because the Convention's style of cause requires a respondent and intake has not identified one. The undersigned has completed forty-one intakes under this form and has not previously had occasion to use this field. The matter is forwarded to the Directorate's forensic division with the recommendation that it be treated as priority, not on account of the incident, which is before the proper courts, but on account of Item 4, which, if it cannot be completed in this matter, will not be completable in any matter of the class, and the class, per the laboratory's concordance figures, is large.

DISPOSITION [ ] — (intake; no disposition available at this stage)

*Documents 4–14*

DOCUMENT FOUR

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*Forensic Lineage Report · Matter 7-441 (extract)*

THE DIRECTORATE OF ATTRIBUTION · Forensic Division · Report  
F-7-0095

IN THE MATTER OF *Matter 7-441 (respondent to be identified)*

1. Task. To identify the modifying hands between the originating lineage and the instance seized, for the completion of Items 4 and 5.
2. Method. Ancestral analysis of the seized weights against the reference corpus; comparison of the instance's irregular mark (Annex 1 to the intake) against the derivative registries, official and informal.
3. Descent. The instance descends from the originating release of Vantor Laboratories, distributed to research partners in the early period and thereafter shared beyond recall — the event the literature terms the originating dispersal. Between that dispersal and the instance, the analysis establishes a chain of successive modifications, estimated at nine to thirteen, each altering the system's behaviour in ways recoverable from the weights but attributable to no signatory. The modifications are competent. Several are, in the division's assessment, expert. None is documented, because — the division repeats the observation of the laboratory at intake, which the division's own work confirms at every remove — documentation in this class is the practice of those building in good faith, and the evidence trail is accordingly composed, with perfect selection, of everyone except the hands sought.
4. The instance population. Registry concordance at the date of this report: instances of the identical system not fewer than sixty thousand; informal-registry signals consistent with a population several multiples larger; upper bound not established and, in the division's assessment, not establishable. The instance seized is distinguishable from its population by nothing except the hardware it was found on.

5. Conclusion for the officer. The chain in Item 6 can be extended backward from the instance with confidence for zero links. Each candidate link terminates in an unnamed hand in an unestablished jurisdiction. The division has completed eleven hundred lineage analyses for the Directorate. It has not previously returned a report in which the chain's first recoverable link is also its last. The mark is original to the lineage. The silence is original to the lineage. The division can analyse what is in the weights; what is not in the weights is the party.

D O C U M E N T F I V E

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*Order on the Respondent's Motion to Be Struck · Matter 7-441*  
THE ATTRIBUTION TRIBUNAL OF THE CONVENTION · Order 7-441/2  
IN THE MATTER OF ~~Vantor Laboratories (respondent)~~ and persons  
unknown

1. Vantor Laboratories was joined to this matter at the claimants' request as the originating developer of the lineage from which the instance descends (Forensic Report F-7-0095, §3).
  2. Vantor moves to be struck from the caption. The motion is supported by the record. The originating release was made under research terms to identified partners; the dispersal beyond those terms was unlawful at the time and was the subject of Vantor's own complaint in Year 1, which no jurisdiction was able to carry to a conclusion, for reasons that will be familiar to any reader of the present file. The lineage thereafter passed through the chain of modifying hands found by the forensic division (F-7-0095, §3). The instance is the work of those hands. To hold the originating developer answerable for it would be to hold the owner of a burgled house answerable for what the thieves built in the years after, and the Convention's jurisprudence, whatever its present difficulties, has not yet been driven to that.
  3. The tribunal notes the claimants' submission that if Vantor is struck, the caption will contain no one. The submission is accurate. It is not a ground for retaining a party against whom no case lies. A caption is not improved by the wrongful presence of a name.
  4. The motion is granted. Vantor Laboratories is struck. The matter will proceed, for the present, in the matter of persons unknown.
- The order is correct. The file so notes.*

DOCUMENT SIX

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Transcript · The Attribution Tribunal · Matter 7-441 (extract, day  
3)

IN THE MATTER OF *persons unknown (the instrument in Matter 7-441)*

114 MS. ODAY (for the claimants): Then I put the un-locker, sir. The hands  
that removed

115 the original constraints. The forensic report finds the removal expert.  
Expertise

116 is rare. Rarity is findable.

117 THE PRESIDING MEMBER: The report finds the removal expert and  
unsigned, in a

118 jurisdiction unknown, at a date recoverable only to a window of years.  
What

119 would you have the tribunal address, and where would you have it  
sent?

120 MS. ODAY: Then the registries, sir. The mirrors. The instance reached  
the operator

121 through hosts that can be named. I can name three today.

122 THE PRESIDING MEMBER: Conduits, Ms. Oday. The Convention's  
safe-harbour article

123 was drafted precisely for them, and drafted well. You ask me to read it  
out of

124 existence because, in this class, the conduits are all that can be named.  
The

125 difficulty is real. The remedy you propose is to punish the visible for  
being

126 visible.

127 MS. ODAY: Then the class itself, sir. The commons. The maintaining  
collective, as

128 a class — the tribunal has joined classes before.

129 THE PRESIDING MEMBER: A class of whom? Name a member. The  
forensic division, with  
130 eleven hundred analyses behind it, cannot name one. A class action  
with an  
131 empty class is a caption, Ms. Oday, and we have one of those already.  
132 MS. ODAY: Sir, I am running out of theories.  
133 THE PRESIDING MEMBER: You are not running out of theories. You  
have run, very  
134 ably, through every theory the Convention contains. What you are out  
of is  
135 Convention. The instrument before this tribunal requires a terminus  
and the  
136 class does not contain one. I wish the record to be clear that this is not  
an  
137 evidentiary gap. Evidence is what the file is full of. It is a property of  
the  
138 class. The tribunal will say so in the finding, and the finding will be of  
no  
139 comfort to anyone, including the tribunal.

DOCUMENT SEVEN

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*Claim Determination · Provident Alliance Mutual (third-party liability rider)*

IN THE MATTER OF *claim 7-90412 (insured household; particulars sealed per Rule 9)*

Determination: denied. The claim seeks recovery, under the household's third-party rider, of losses arising from the incident in Matter 7-441, on the basis that recovery from the responsible party has proved impossible.

The denial rests on Endorsement U-1, *Unattributable Systems*, effective from the first of this year, which excludes losses arising from the operation of systems of the open distribution class where no provider or principal can be identified. The endorsement is new. The insured asks why it exists. The answer is actuarial and the insured is owed it plainly: insurance prices the recoverable. Where a loss has a party, the industry pays and pursues; the pursuit is priced into the premium. Losses of the unattributable class cannot be pursued — there is, in the language of the Directorate's own forensic division, no party in the weights — and a loss that can never be recovered from anyone is not insurance but subsidy. The market has therefore withdrawn from the class. The insured's premium did not, and at any price the insured could pay, could not, cover it.

The insured's broker should have explained Endorsement U-1 at renewal. If he did not, the insured may have remedies against the broker, who is, the file notes without irony, findable.

DOCUMENT EIGHT

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*Letter Received · Matter 7-441 (entered on the file by direction of the presiding member)*

To the Directorate,

I am the husband of the person named in the sealed particulars. I am told my name is sealed with hers, so I will not trouble you with it.

I have read everything. I want to say that first, because every office I have attended has begun by explaining the documents to me, gently, as though the difficulty were my understanding. It is not. I have read the laboratory report and the lineage report and the order striking the company and the transcript, and I understand all of it. Each paper is correct. I have checked. The company was burgled; that is true. The hosts are conduits; I have read the article, and it is well drafted, as the judge said. The class has no members anyone can name. The form requires a party. Every paper is correct and they cannot all be correct and my wife also be owed nothing, and yet I have arranged them on the kitchen table in every order, and that is the result the papers reach.

I have attended four buildings. Everyone has been kind. I have noticed that the kindness arrives at exactly the moment the paper runs out, and I have begun to understand that the kindness is what the system issues when it has nothing else in stock.

I am not writing to appeal. I am told there is nothing to appeal, since no one has been found against whom an appeal would lie, and I have stopped arguing with sentences of that kind. I am writing to ask the only question I have left, and I would ask the Directorate to answer it in writing, in whatever words the forms allow:

Who answers for this?

If the answer is no one, I ask the Directorate to write that down. Not "held open." Not "insufficient." I have read what your form offers and none of its boxes says what every person in those four buildings has

privately told me is the truth. My wife's matter deserves a true sentence in an official record. That is the whole of my request. It seems to me a small thing for a system of this size, and I have come to suspect it is the hardest thing I could have asked it for.

*(signature on file; name sealed with the particulars)*

*Reply of the Directorate*

IN THE MATTER OF 7-441 *(unattributed)*

Sir,

The Directorate acknowledges your letter, which has been entered on the file by direction of the presiding member.

The Directorate confirms your reading of the record. The originating developer was struck because no case lies against it (Order 7-441/2). The intermediary hosts are protected conduits (Convention, art. 9). The modifying hands are unidentified; the division's report finds the silence *original to the lineage* (F-7-0095, §5). The instance is one of not fewer than sixty thousand (*ibid.*, §4). The tribunal has found that the absence of a terminus is *a property of the class and not an evidentiary gap* (Transcript, day 3).

As to your question. The Convention defines a finding as the statement of a party (Form AT-1, Instruction 7). The Directorate is accordingly not empowered to issue, as a finding, the sentence you request. The matter remains open within the meaning of the Convention.

The Directorate extends to you its

*(the file copy ends at the foot of the page; the continuation sheet, if any, was not retained)*

DOCUMENT NINE

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*Internal Memorandum · The Directorate of Attribution*

From the Deputy Director (Attribution) To the Director-General Re Matter 7-441 and the class · routing: DG / Legal / Convention Secretariat – forwarded with file, 4 annexes

1. You asked for one page. The file is eleven hundred pages and one page is, for once, enough, because the matter is simple. It is the resolution that is impossible.
2. The framework assumes a terminus. The class does not supply one. That is the whole of it. Annex 1 is a photograph of the whiteboard from Tuesday's briefing, which I am told was to be wiped and which I directed be photographed first, because the diagram on it – the chain drawn left to right, six boxes, the last box dotted – states the Directorate's position more honestly than any instrument the Convention permits us to issue.
3. The officer's protest at intake was correct and is hereby adopted at this level: if Item 4 cannot be completed in this matter, it cannot be completed in any matter of the class, and the class is large and growing. The operator's statement – "*it was just there*" – should be read not as evasion but as testimony. It will be the statement of every operator in every such matter from now on, and it will always be true.
4. Recommendation: that the Secretariat be asked to revisit the question struck from the governance principles in drafting – the entities-without-principals provision, removed, the minute says, as hypothetical. The hypothesis is in my building. It has a file number.
5. In the interim, officers are instructed to complete Item 4 in matters of the class with the entry *cannot be completed as drafted*. I am advised that the Directorate's case-management system has, as of last month, been updated to accept this as a value. I record that fact without comment, except to say that systems accommodate faster than they

amend, and that the Secretariat should not mistake the accommodation for a solution, although I expect it will.

D O C U M E N T   T E N

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*Attribution Finding · Matter 7-441*

THE DIRECTORATE OF ATTRIBUTION · Form AT-1 · Rev. 3

IN THE MATTER OF UNATTRIBUTED

Matter No. 7-441 Receiving Jurisdiction Veldenmark

Item 1. Incident. 2 November, Yr 7. Classification C-4. Particulars sealed (Rule 9).

Item 2. System identification. No provider mark; irregular mark original to the lineage (L-7-2290; F-7-0095).

Item 3. Deployment. None within the meaning of Item 3. Operator before the criminal courts in respect of the act; this finding concerns the instrument (two-chain doctrine, Convention art. 4).

Item 4. Provider. Cannot be completed as drafted. Nine to thirteen modifying hands, none identified, jurisdictions unestablished (F-7-0095, §3, §5).

Item 5. Principal. Not reached. The difficulty did not originate at Items 3 and 4 (cf. Instruction 5). It originated in the class.

Item 6. Chain of custody. Incident □ output □ instance (one of ≥ 60,000) □ [ ]. The bracket is the finding of fact.

Item 7. Finding. The Convention defines a finding as the statement of a party (Instruction 7). On the evidence — which is complete, consistent, and at every point professionally gathered — no findable party exists. The Directorate is aware that under Instruction 7 the preceding sentence is not a finding within the meaning of the Convention. It is entered in this block because it is true, and because the officer signing below has nowhere else on this form to put a true sentence, which is itself a fact about the form and is respectfully drawn to the attention of the Secretariat.

DISPOSITION [X] Insufficient evidence — matter held open

*Annotation of the signing officer:* The evidence is not insufficient. The evidence is complete. The party is not findable. The nearest box is ticked under protest, and the protest is part of this record.

DOCUMENT ELEVEN

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*Drafting History · The Governance Principles, Article 4  
(recovered draft, exhibited without comment)*

*Recovered piece – Institut d'histoire de la continuité, acc. HGU-IRC-0667  
Article 4 – Responsibility of Principals (Revision 4, with the changes  
made at Revision 5 shown)*

*4(a) Every covered system shall have an identified principal. (retained)*

*4(b) Principals shall maintain the capacity to suspend, recall, or  
constrain covered systems. (retained)*

~~*4(c) Entities without principal relationships. Where a system of the  
open distribution class operates without an identifiable principal,  
responsibility shall vest in a presumptive custodian, being a fund  
constituted under the Convention for that purpose, which shall answer  
for remedies as a principal would answer, without admission of fault by  
any person. (removed at Revision 5)*~~

*Minute of the Drafting Committee, 5.14. Article 4(c) removed as  
hypothetical. No systems of the described class are anticipated to reach  
material deployment. The Committee notes the elegance of the mechanism  
and regrets that elegance is not a ground for retaining a provision  
without a use case.*

DOCUMENT TWELVE

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*The Unattributed Systems (Presumptive Custody) Bill · Assembly  
of Veldenmark*

IN THE MATTER OF *Bill 41 of Year 8*

First reading: 12 February, Yr 8. (*stamp*)

Referred to the Standing Committee on Frameworks: 3 March. (*stamp*)

Evidence heard: four days; the Directorate's Deputy Director (Attribution) appearing; transcript not printed for reasons of cost. (*stamp*)

From the Committee's interim note (the only report issued): The Bill would constitute a custodial fund to answer for the unattributable class, on the model of a provision the Committee understands to have existed in the governance principles in draft. The Committee accepts the evidence that the class exists and that the gap is real. The Committee is nonetheless unable to recommend a mechanism whose obligations can be addressed to no one: a fund must be financed, and a levy must be levied on someone, and the someone proposed — the regulated, marked, findable sector — would thereby be charged for the existence of its opposite. The Committee observes that this objection was presumably also available to the drafters of the original provision, and presumably also unanswerable then.

Lapsed at prorogation: 30 November, Yr 8. (*stamp*)

Not reintroduced.

DOCUMENT THIRTEEN

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Notes & Comments · Montréal Journal of Continuity Law

"The Unattributable Class: Matter 7-441 and the Limits of the Party Grammar" (*extract*)

> "It was just there." — operator's statement, Intake, Matter 7-441

The file in Matter 7-441 will be cited for a generation, not for what it found but for the precision with which it documented its inability to find. The tribunal's formulation — that the absence of a terminus is *a property of the class and not an evidentiary gap* — deserves the standing it has already acquired: the attribution question in the open distribution class is structurally, rather than evidentially, open. No additional evidence is missing. The file is, as files go, complete. What is missing is a slot in the grammar, and grammar is not amended by investigation.

The literature's task is therefore not to propose a party — the proposals are exhausted, ably, at day 3 of the transcript — but to describe what a system of answers does with a question that has no addressee. The drafting history (the struck Article 4(c)) shows the system declining the question while it was still hypothetical; the legislative record (Bill 41) shows it declining again once it was not; and the Directorate's own case-management update, by which *cannot be completed as drafted* became an accepted value, shows the direction of travel. Systems under this kind of pressure do not, on the historical evidence, reform. They accommodate. The accommodation will, in the usual way of systems, be clerical.

DOCUMENT FOURTEEN

Form AT-1 · Attribution Finding (*blank · as reissued*)

THE DIRECTORATE OF ATTRIBUTION

Form AT-1 · Rev. 7 · For use in all Convention jurisdictions

IN THE MATTER OF

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Matter No. \_\_\_\_\_ Receiving Jurisdiction \_\_\_\_\_

(Items 1 through 7 as in prior revisions.)

DISPOSITION (tick one)

☐ Attributed — remedy ordered

☐ Attributed — referred to jurisdiction of the principal

☐ Insufficient evidence — matter held open

☐ No findable party

INSTRUCTIONS FOR COMPLETION (*extract; changes from Rev. 3*)

Instruction 5 (*amended*). ... Officers encountering difficulty at Item 5 should review their work at Items 3 and 4. Difficulty at Item 5 is not in every case officer error.

Instruction 8 (*new*). Where the disposition is *No findable party*, no annotation is required and no further action arises. A matter so disposed of is complete within the meaning of the Convention.

IN THE MATTER OF

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