

AFFEERCE Legal Theory



Readers should be familiar with the relationship between [objective and subjective rights](#). This relationship sheds light on the separation of powers between direct democracy, representative or [cellular democracy](#), and an [independent judiciary](#). It provides a precise resolution to any conflict between freedom and democracy or equity and efficiency.

Class I

When a district council passes legislation, it must only protect an [objective right](#), [a constitutionally granted right](#), or a right created by the direct democracy at the same or higher [level of dominion](#).

If the court in [judicial preview](#) decides the legislation meets these criteria, it is declared [class I](#) and implemented. However, suppose the legislation is found to violate an objective right, cause an objective right to be violated, or demand that an objective right be violated. In that case, it requires ratification by the direct democracy and is not class I.

A piece of class I legislation has three parts. They are [the prohibition](#), [the extent](#), and [the punishment](#).

Class II

If the exercise of the objective right under question creates what [a reasonable person](#) would believe to be a negative externality, or if a reasonable person would believe that the exercise of the right would create what a reasonable person would consider to be a negative externality, the action is declared [class II](#). It must be ratified by a 2/3 plurality of the associated [dominion](#), where a quorum is over 50% of the adult population of the dominion. It is implemented if the action arose from or is ratified by such a body.

The most common objective rights violated by class II legislation are the objective rights to deny access to property rented for [exclusive use](#), and the right to use property as desired.

Class II actions are rights, laws, covenants, taxes, contracts, and injunctions. All are [subjective overrides](#) of an objective right.

Class II rights are considered [subjective rights](#) or [access rights](#). Both violate objective rights. The former is more emotionally motivated, and the latter is more traditionally motivated. Class II rights can be protected by class I or II legislation. That is, once a class II right is established, the district council can be charged with safeguarding it through legislation.

Class II laws can enforce any action a reasonable person would agree prevents or reasonably aims to prevent what a reasonable person would deem a negative externality due to exercising an objective right.

Class II [covenants](#) assign certain obligations to owners of individual properties or classes of property that mitigate the objective rights of exclusive use. A reasonable person must agree that failure to meet these obligations would not be in the dominion's interest.

[Permissible class II taxes](#) are enumerated in the Federation Constitution. All other taxes are considered [class III](#).

Class II contracts allow a negative externality in exchange for an obligation or are [signed as part of a dominion-owned business venture](#). In the former case, ownership of the contract lies with the residents residing at any time in the future in the set of level-1 dominions that comprised the signing dominion. In the latter case, ownership of the contract lies with residents of the signing dominion at the time of signing, regardless of where they might move.

Class II contracts are constitutional if ownership is properly weighed between initial and ongoing considerations. Contracts require judicial preview. The district council will manage or coordinate contract negotiation.

A class II injunction can be issued only if the dominion is open to negotiation and proposes a contract, with ongoing consideration that a reasonable person would agree is fair.

Compensation for a class II ex post facto law, covenant, or injunction where negotiations fail equals 133% of the depreciated replacement cost of the structure where production or other business activity is halted directly or indirectly if it is part of the same property. The right to terminate negotiations rests solely with the business owners. This is not a treble, and ground rents are not affected.

Class III

Suppose a right, law, covenant, contract, or injunction is found to violate one or more objective rights without a relationship to a negative externality as described above. In that case, the action is declared class III. It must be ratified by 5/6 of the associated dominion, where a quorum is over 2/3 of the adult population of the dominion, and “no” voters have the [option of demanding a treble](#) before the action can be implemented. This is referred to as the treble option. A treble entitles the “no” voter to treble insurance and the 133% compensation.

A vote of [sovereignty](#) is class III. An action that distinguishes people by something other than their actions is class III. Class III is a measure requiring particular behavior rather than forbidding specific behavior.

Any tax not explicitly allowed in the Federation Constitution is class III.

Explicit exile of a person or class of persons from a non-sovereign dominion is class III. Exile is enforced by the Elsie Toolkit, denying any transactions initiated from a region in which the convicted is exiled.

Expanding legislation of a higher-level dominion with a punishment that is more lenient is class III unless the bill only covers crimes committed with a broader extent. For instance, if the extent of a higher-level grand larceny is \$20,000 or more with a punishment of 5 years in the penitentiary, a more lenient sentence could be imposed with class I legislation for grand larceny of \$15,000 - \$19,999.

General Concepts

Repealing class I, II, and III actions requires a simple majority (not plurality) of the direct democracy and need not go through judicial preview. Measures passed by the direct democracy must be repealed by the direct democracy. Measures passed by the council can be abolished by either the direct democracy or the council. Proposals for repeal can originate with either.

Regulation recommendations by [VSGs](#) should be declared class II in judicial preview before being presented to the dominions for possible adoption.

Legislation violating rights, structures, or procedures found in the Federation Constitution is unconstitutional unless the constitution explicitly permits them in a sovereignty, and they can be reasonably declared class III.

If legislation fails to have a single prohibition, optional extent, and punishment described by time in the penitentiary, it is unconstitutional.

Action petitions with the signature of at least 30% of the dominion's adult population will go to judicial preview and be placed on the ballot. If judicial preview finds the action to be class I, a plurality of the dominion is needed to pass the measure, bypassing the district council. A petition can be disqualified in judicial preview because the materially same petition was already balloted and defeated within the past six months.

Contracts

Contracts, the enforcement of which violates objective rights, are not enforceable. That is, collusion, indenture, or silence contracts are not enforceable without a financial remedy. The monetary remedy must be just compensation and is subject to objective scrutiny by the judiciary.