

# ホ一△道場

Homebrew Dojo

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## THE DEVIL'S CONTRACT

### *Ideas on how to handle the Infernal Bargain*

*The insidious creature unfurled the parchment scroll on the table and proffered me a foot-long quill. There wasn't an inkwell anywhere to be seen, which I thought odd.*

*"Just sign here," she said with the tiniest hint of a smile.*

*I took the quill and put pen to paper. The moment I started to write my name I understood exactly where the ink was coming from. With the first swish of the quill's nib along the surface of the parchment I felt a slashing cut along my forearm causing my hand to recoil in pain, dropping the feathered pen in the process. Rolling back the sleeve of my tunic I discovered pearly droplets of blood beginning to ooze from the streaking cut.*

*"Does it sting?" she asked. "Most first-timers react that way. Nothing to worry about. I suggest you grit your teeth and be quick about it." That smile widened and the fangs of her radiantly white teeth practically glowed.*

*I picked up the quill and reluctantly resumed signing my name, now understanding the first price I would pay in this bargain. By the time I finished the sleeve of my tunic was practically soaked in blood from elbow to wrist and my fingers were too weak to grip the writing instrument. Dear gods, I thought I knew what I was getting into, but the searing pain in my arm was rapidly sowing doubt about my predicament.*

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## Demons vs. Devils

*Q: Do demons enter into contracts?*

*A: Occasionally, yes.*

*Q: Can you expect the contract to be honored?*

*A: Probably not.*

Assuming you find the fine print in that contract that stipulates the demon is freely allowed to break most of the contract stipulations, thus rendering it all but useless for holding them to any real obligation, you might just be able to avoid the chaotic experience of playing the demon's game.

*Q: Do devil's enter into contracts?*

*A: Often, yes.*

*Q: Can you expect the contract to be honored?*

*A: With hellish adherence to every miniscule nuance of every... single... word. And always remember; that devil truly does have an army of lawyers on his side.*

Leave it to the obvious chaotic nature of demons that their contracts will engage in ruthless levels of double-talk, double and triple negatives, excessively fine print, and page after page after page of stupendously boring legalese that expertly deters the contract signer from actually reading the details. All in an effort to hide the most basic premise that the demon is free to break all the agreed upon stipulations under an egregiously large swath of conditions, while the signer is strictly bound to meet all obligations.

The devil, by contrast, will be paying microscopic attention to the barest hint of nuance of every single word. To the devil the law is the law, and the contract will painfully bind the parties to strict adherence.

## Elements of the Contract

This is not a comprehensive list by any means. It is only intended to cover the basics for the purposes of advancing your roleplaying adventure. More in-depth research into contract law is beyond the scope of this document. If you want your level of detail to be more extreme, then by all means knock yourself out.

**The Parties** - These are the fiend and the person making the bargain with them.

**Obligation** - What each party is obligated to provide to the other.

Stipulations - Outlines any conditions that each, either, or both parties must follow in the process of providing the obligations.

Timeframe - The time period for which the contract is in effect. At the end of the timeframe, or if all obligations have been met, then both parties are released from the contract.

Petition for Redress – The act of bringing the contract to a close. This may be voluntary or forced depending on circumstances.

Repercussions - In fairly clear language, this section will outline what penalties will be imposed on the first party to violate any portion of the contract. The terms may be general and apply to either party, or with different sections that are specific to each party.

## A Trick of the Tail

Typical deceptions a fiend may utilize in order to advantage their own position while undermining the position of the other party.

## May and Ought vs. Shall and Will

A typical (i.e. standard) ploy in a devil's nuanced contractual bargaining involves the use of the specific words "may", "ought", "shall", and "will". Humanoids by their nature tend to confuse these words and believe they have very similar meanings. They don't. And every fiend knows this with truly keen clarity.

**May** is typically used by a fiend to describe *their own* obligations in contracts. For example, "Nazzarganymede may assist signer in achieving their objective." You'll note that in this usage, *may* can also imply *may not*. There is no actual obligation here. In this example, the fiend is not

*required* to provide assistance, but they may choose to do so if it suits them.

**Ought**, similar to may, is used to imply an obligation without actually requiring one. Humanoids frequently confuse a word that implies a moral assessment with the belief that it imposes a socially constructed obligation to partake in some activity. Just because an action *ought* to be taken does not *require* it to be taken.

**Shall**, by contrast, does impose a requirement while avoiding the actual use of the word "requirement". There is no ambiguity here. This word is often used in a fiend's contract when describing the obligations of the contract signer. It's intended to eliminate the wiggle room for interpretation that the signer inevitably tries to create.

**Will** is another word that imposes a requirement, similar to *shall*.

## Whose Opinion Matters

When deciding the criteria that influences whether or not obligations have been met, it is a common tactic by a fiend to use highly subjective criteria. In other words, an opinion. This is very commonly accompanied by a "dispute resolution" clause that is notably vague and often refers to the use of an arbitrator to be named later to settle any disagreements with regard to interpretation "where applicable".

For the sake of the DM, let's be clear; the fiend will have a standard contract that *always* stipulates that the arbitrator "to be named later" must be an expert in contractual law with a minimum of 2000 years of experience, or some other arbitrarily large number that is impossible for any mortal to achieve. Any

arguments with this clause will be met with scorn and derision. "You don't want a rank amateur to be deciding the fate of your soul, do you?" will be the most common retort.

This is a standard fiendish smoke screen tactic that will invariably bring forth another fiend as an arbitrator. This arbitrator will be ruthless at following the strictest of strict interpretations of each and every word as written in the contract. Where terms are not defined, or conditions are so vague as to be nothing but an opinion, the arbitrator is guaranteed to render a judgment that is in lockstep with their fellow fiend.

### Lost In Translation

On a few rare occasions, when a person approaches a fiend to enter into a contract, the fiend may decide the other party is too desperate to pay close attention to contract details and is likely to ignore certain aspects of the contract, or delude themselves into believing such sections aren't that important.

It's in those very sections that the fiend will hide some notably important definitions with regard to contractual obligations. However, these are the sections that the fiend will have written in some form of demonic script rather than the native language of the signer. The explanation for this failure to translate will be explained away as, "the shortcomings of the signer's language failing to have sufficient articulation to grasp the concepts."

Unless the signer can read and understand the written demonic script with an expert level of proficiency, they are unlikely to catch the nuanced double-meanings that some words can have. That lack of understanding can lead to an inaccurate interpretation.

## The DM's Lamentation

**\*\*\*Avoid producing a hardcopy contract as a playing aid!\*\*\***

Many DMs like to be detailed and graphic in both their descriptions and gaming aids. Creating a hardcopy version of a contract for open perusal by the players is a tempting prospect, but you should avoid this at all costs.

Do you really want your players spending endless hours microscopically obsessed with every single word in every single sentence of a single playing aid? Do you truly wish to create or foster the conditions that give rise to the very definition of a "rules lawyer"? Do you really want to spend hours of your own time creating such a document in an effort to challenge your players?

Try these alternatives:

- Allow players to make ability checks to catch nuanced language. INT(History), WIS(Perception), INT(Investigation), etc. It is actually *not* fun to require players to read a 10+ page boring, legalese-laden contract during a role-playing session. And "not fun" slows down the flow of play.
- Have NPCs drop hints or warnings.
- For those players that use any form of Luck to alter a roll, you might have an NPC distract the fiend just before the PC signs the document, and then surreptitiously substitute a contract much more advantageous to the PC. Or a word may become accidentally "splotted" by the ink causing a different letter to take form, thus altering the word, thus changing the meaning of the sentence to favor the PC.

## Contract as a Contest – A Better Path to Game Flow

It's the fiend vs the character. By the letter of the law this meets the criteria for "contest". This process should take place at the point where either side feels they have cause to petition for redress.

Note: there is no jury to make emotional appeals to. Fiends have long ago learned that allowing emotionally weak creatures into the process reduces their chances of enforcing the contract. This does not eliminate persuasive ability from the process, but it does reduce its effectiveness.

### Altering the Outcome

If you want to provide the participants opportunities to nudge the outcome in a particular direction, then here are a few options. The DM decides how many of these are to be used, with the winner gaining +1 on the Contract Closure roll for each contest they win. A tie means neither side gains a modifier from that contest. Keeping the process quick may limit the number of these extra contests to 0-2. To draw out the process and make it more dramatic and tense, the DM may elect for 3 or 4.

1. Contract formation – INT(History) or CHA(Deception) check. The winner benefits from having better wording and nuanced criteria.
2. Contract review – INT(Investigation) or WIS(Insight) check. The winner has formulated better arguments with regard to how the contract should be interpreted to their advantage.
3. Opposition obfuscation – CHA(Persuasion) or CHA(Deception).

The winner has better undermined the arguments provided by the opposition.

4. Case law application – INT(History). The winner has better applied prior cases with similar circumstances to make use of "settled law".

### Determining the Winner

1. Contract Closure – The main contest. CHA(Persuasion), each side adds +1 for each prior contest that was won. (c.f. above)
2. Move for Contract arbitration – The side that loses in closure can still attempt to make a last-ditch effort to win. This contest does not typically occur if the PC wins in Contract Closure. CHA(Persuasion) check. Prior contests are ignored (no modifiers). The winner has successfully created enough doubt about interpretation as to move to a 3<sup>rd</sup> party resolution process.
3. Final Judgement – Despite the fact that the fiend typically gets an unfair advantage in these situations, they are generally motivated to avoid getting into this position. Unless the PC was able to somehow modify the clause for dispute resolutions at the time the contract was signed, proceed with the following. Calling forth a clearly biased fiend specializing in contract arbitration, the two sides make their case. The fiend may roll either CHA(Persuasion) or CHA(Deception). The PC must roll CHA(Persuasion) at disadvantage. This is the final roll, winner-take-all.

## Fiendish Failure

Strangely, most fiends are not eager to proceed into arbitration. This stems from the harsh consequences of risking multiple failures. A fiend that enters into a contract that benefits the other side is common and punishments for failing to obtain an outcome beneficial to the fiend are minimal. However, to proceed to arbitration, where chances tilt in favor of the fiend, and yet still lose, carries the consequences of being demoted in the fiendish hierarchy if they lose the arbitration contest. Regaining their prior status can take a millennia of effort punctuated by torture and damnation from other fiends formerly under their command.

### Example:

Baron Willian-the-Just enters into the infernal bargain with a fiend who calls himself "Patch". Seeking a quicker path to the throne of the Kingdom, Willian bargains away the life of his first born progeny in exchange for being coronated King within one year's time.

Willian feels this is acceptable because he is not married, has no children, and has no intention of ever producing children. Patch smirks a sly smile and agrees to the conditions.

The obligations are now set. Willian must obtain the throne within one year. Should this happen within the time frame, Willian's first born child will be handed over to Patch. Note that it is not required for Willian to have a child at this time, nor is it required that he have a child at the time of his coronation. It is only required that when or if he finally does have a first born child, that it be turned over to Patch.

The DM opts not to create a playing aid. Instead the player and DM understand that there will

eventually be a contest to determine outcome so that rigorous playing notes can be avoided, game flow can continue, and drama can be created. Actual details can be determined later based on the outcome of such rolls at that time.

To increase the drama, the DM creates the narrative that during his younger, less responsible years, Willian had illicit affairs with several young women, from scullery maids to daughters of notable clerics, and even the occasional inter-racial fling. A child from these affairs may already exist without his knowing.

After numerous adventures where Willian pursues the path to the throne, he finally succeeds and is coronated. That night, Patch returns to confront Willian and petition for redress, and in a fit of glee he informs Willian that, yes indeed, he does have progeny from his wild youth. Willian is horror-stricken.

The DM wants to draw out the drama, so it is decided that 4 contests will take place to alter the outcome of the final roll.

#### Contest #1 – Contract formation

Patch rolls CHA(Deception) and gets a 14. Willian rolls INT(History) and gets a 10. Patch +1 Willian +0.

#### Contest #2 – Contract Review

Patch rolls INT(Investigation) and gets an 8. Willian rolls WIS(Insight) and also gets an 8. Patch +1, Willian +0.

#### Contest #3 – Opposition Obfuscation

Patch rolls CHA(Deception) and gets a 22. Willian rolls CHA(Persuasion) and gets a 9. Patch +2, Willian +0.

#### Contest #4 – Case Law Application

Patch rolls INT(History) and gets a 13. Willian rolls INT(History) and gets a 15. Patch +2, Willian +1.

### **Contract Closure**

Patch rolls CHA(Persuasion) and adds +2. His final tally is 19.

Willian rolls CHA(Persuasion) and adds +1. His final tally is 17.

Having the Lucky Feat, Willian elects to spend a Luck point and roll an additional d20. Unfortunately, this results in a 12 and provides no benefit.

### **Move for Arbitration**

Willian makes a last-ditch appeal and immediately moves for arbitration. This is a straight contest of Persuasion with prior contests being ignored. Patch rolls CHA(Persuasion) and gets a 12. Willian rolls CHA(Persuasion) and gets a 10. Spending an additional Luck point, he is relieved to get a 17 on his additional roll.

Having foolishly failed to pay attention to the arbitration clauses at the time of signing, Willian is suddenly confronted with a notably large infernal judge in highly regal dress, sitting behind an equally large judge's bench, and wielding a gavel the size of a giant's maul. Booming thunder erupts with each smack of the gavel on the desk. A bailiff off to the side squeal's out, "Hear ye, hear ye, hear ye. The matter of Willian v Patch is hearby in session!"

### **Final Judgement**

One final roll. Winner take all. Patch rolls CHA(Deception) and cackles in delight at receiving an 18.

Disheartened, Willian makes his CHA(Persuasion) roll at disadvantage. His first roll is a natural 20, but his second roll is only a 4. Patch belts out a hearty laugh that rings throughout the courtroom. The judge is about to bang his gavel one final time when Willian uses his third and final Luck point. The roll is only a 7.

For player and DM, the final roll is dramatic, but unnecessary. The rules for the Lucky feat allow an additional d20 roll for ability checks, but the key point is that the player may elect to use \*any\* of the three d20 rolls. Thus, what at first starts out as a disadvantage situation has instead turned into a super-advantage situation, where Willian effectively gets three chances to beat Patch's roll. And that first roll of natural 20 does exactly that.

The DM can now be free to make any number of narrative explanations as to why Willian can avoid handing over his progeny to the fiend. Perhaps the coronation occurred one day past the time frame, or perhaps Willian actually produced numerous children from his illicit affairs and the first born has already died from disease, or during childbirth. Or maybe an unlikely ink splotch was made during the signing resulting in the word "born" being inadvertently changed to "worn" and completely blotted out the word "child", thus altering the meaning such that Willian must give up the first set of clothing that he wore after being coronated.

In any case, the penalties will have been successfully avoided.

### **Fiendish Repercussions**

Having gotten into arbitration and lost, Patch looks up at the judge in abject horror. The gavel smacks with yet another thunderous boom and

Patch cries out in pain as he is cast into the infernal layers of the lower planes. His demotion to a lesser status now complete, his fellow fiends titter gleefully at their newest target for punishment.

## Mutual Agreement

It is not required to go through the entire Contract Contest process. It is entirely possible that both sides may actually agree to proceed with the agreed-upon conditions, meeting all obligations, and accepting all outcomes. No contest is needed in this situation.

However, as inevitably happens, one side may seek to exit the agreement and avoid the obligations. The contest process doesn't make any effort to enforce legalities or dispute the facts of the situation. It only creates the dramatic opportunity for the narrative to describe the results of how a contract was canceled or exited.

If a contest was won by the player, hanging on to "you failed to meet obligation 'X'" is pointless. Winning the contest showed that meeting the obligation was not necessary because of some other reason that the contest process discovered, but wasn't readily apparent during the character's adventuring time.

## What a Fiend Wants

So your favorite fiend enters into a contract and you're not sure what they should ask for.

The truth is you don't need to know why the fiend wants what it wants. You only need to drive the story. The definition of a "McGuffin" is an object or device used to drive the plot. It is not necessary to know what it is or what it does. So long as a fiend wants it, that's all that's

needed. Of course, you could always go the extra steps and hash out its purpose, but that isn't required.

- The obvious; the fiend wants possession of your soul. It's not required that you are finished with it yet. Once the time frame has been completed, and obligations are met, the character is hauled off to the lower planes never to be heard from again. Or until other party members can rescue them.
- An obscure item in the character's possession that seemingly has no value.
- A vial of water from a dangerous or sacred or impossible to get to location.
- The whereabouts of a particular being or object. Their importance to the fiend is no concern of yours. (An angel hiding in plain sight, a fellow fiend hiding from punishment over a failed contract, a contract signee that is eluding obligations, the prize for a previously agreed upon contract that the fiend failed to collect, etc.)
- Roll randomly on the trinket table.
- A child's toy (containing the phylactery of a powerful lich).
- An urn from a burial crypt (contains and controls a powerful mummy).
- Intercept a messenger dispatched by the local noble to a neighboring kingdom and obtain the letter they carry.
- One of the character's eyes or hands, or feet. Yes, they will be expected to fully part ways with the body part thus leaving them maimed.
- The signet ring from a high-ranking merchant.
- The ring of keys from a particular person (e.g. prison warden, captain of the guard, librarian, moneylender, scrivener, shipwright, cobbler, etc.)

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