



THE DISK OF LETTERS

by Peter Breen; published by Data Base Management Services, Box 62, Brighton 3186 (Ph.(03)523 5947); PC disk and booklet; price approx. \$50 depending on disk required.

Sydney Solicitor Peter Breen has shown it is possible to develop a successful "computer law" product from a very simple idea.

He first published *The Book of Letters*, a compilation of commonly required business and official letters - letters of demand, letters of complaint to government departments and the like - and the first edition sold 10,000 copies. The market was principally small businesses and individuals.

He has now converted the book into *The Disk of Letters*, so his readers who have word processors can use and modify his form letters to their own requirements without retyping them.

In computing terms, there is nothing fancy about *The Disk of Letters*: it simply contains one 90K ASCII text file which contains all the letters, and may be opened by most word processors.

The first page of this file is a table of contents which identifies each of the letters by a unique reference number (e.g., "Letter as to water damage": REF:3A). Documents are retrieved by using the word-processor's "search" or "find" option to locate this reference number.

Not even a simple database, let alone full-text retrieval or CD-ROMs, yet the *Disk of Letters* has been commercially successful!

Marketing text on disk is in its infancy in Australia and precedents (or "templates") have mainly been marketed to the legal profession.

Peter Breen must be one of the first to bring these ideas to the (business) person in the street, but he surely won't be the last. Be watching for a review of *Document Modeller* in a forthcoming issue of *Computers & Law*.



THE DISTRIBUTION OF MICROCOMPUTER SOFTWARE

Continuing Legal Education Committee Washington State Bar Association, 1985

The proceedings of a conference organised last July by the Pacific Rim Computer Law Institute associated with the University of Washington School of Law, this book is actually a loose leaf compendium of over 300 A4 pages of small print.

It consists of thirty "chapters", which are actually conference papers, of ten page average length, covering all aspects of the distribution of computer software under United States law.

Issues covered include U.S. computer export regulations, use of software as a security, the Semiconductor Chip Protection Act, several papers on contracts between software developers and publishers and issues concerning end-users such as performance warranties, trade secrets, copyright, piracy, site licences, statutory warranties and shrink-wrap licences.

There are also two anomalous but useful papers on a computer primer for lawyers and on software protection and distribution under Japanese law.

If the papers had been grouped by

topics it would have made a more useful book.

As is inevitable with publications of this type, the papers vary considerably: some provide detailed argument concerning their topics, but a few are little more than a "shopping list" of issues. Some papers have useful appendices such as U.S. export regulations.

Most of the papers are written from a practitioner's perspective. For specialists in this area, it would be a worthwhile acquisition.

Lecturer at large

Jay Bloembecker, Director of the National Center for Computer Crime Data, a Los Angeles Research firm, plans a trip to Australia in November.

He is looking for opportunities to lecture on computer crime and security and to learn about Australian developments on these areas; he is available to present a three day (or less) seminar.

Bloembecker may be contacted at the Center, 2700 N. Cahuenga Blvd. Suite 2113, Los Angeles, CA 90068 Tel. (213)874-8233.

SOCIETY NEWS SOCIETY NEWS SOCIETY NEWS

VICTORIAN SCL

The President of the VSCL is Alistair Dowling, and the Editor of VSCL publications is Sydney Low.

The VSCL held two meetings in early 1986. Roger Clarke, Reader in Information Systems at A.N.U., spoke on the proposed National Identification Scheme [see separate story this issue concerning the Australia Card: Ed.].

Professor Wolfgang Kilian from Hannover, West Germany, addressed the Society on a range of current computer law issues in Europe, including moves toward some standard certification for software performance and the need to train arbitrators in computer-related disputes.

WASCL

WASCL now has 36 individual members, 5 corporate members and 4 student members.

The office holders are John Gladstone (President), Tony Sutherland (Vice-President), Paul Genoni (Secretary) and Mark Stoney (Treasurer).

Recent meeting topics:

- "Computer-Related Contracts" by Geoffrey Vickridge, Tony Parker and John Gladstone);
- A demonstration /seminar on hardware and software for the legal profession by Geoffrey Harris from the Computer Consultancy Division of KMG Hungerfords;

WISDOM BEFORE THE EVENT**Acceptance testing: vital in computer contracts**

Buyers of cars don't ask for "acceptance testing" clauses in their sales contracts - why should buyers of computer systems? **Mr Michael Saunders**, a solicitor with city law firm Westgarth Baldick, answered this question recently at a meeting of the NSW Society for Computers and the Law.

There were many contrasts between the two cases, he said. People understand a lot more about how cars work than they do about computers and, in fact, cars are a lot less complicated than computers.

Cars come in a range of standard models, whereas the variety of computer systems, even before customization, is enormous. Most cars are well covered by warranties - and after all, it is fairly easy to take a car for a test drive.

Sometimes, computer vendors saw a request for a user acceptance test as unreasonable; but Mr Saunders said all good computer sales contracts should contain such a clause. It should cover the following: a definition of the system the customer is buying; all warranties; liabilities for breach of warranty; and arrangements for payment.

The description of the testing required should give measurable, objective criteria (bad drafting of these sections was often the cause of later disputes). Functions should be described in as much detail as possible and specifications should be precise.

The costs of supplying this extra detail at the start would be more than made up for by savings in actual testing time required.

Specifications ought to include input/output requirements and output and screen display formats. It was very important that response times be clearly delineated and an estimation made of expected workloads.

In benchmark testing, test data should be proven and contracts should specify who was responsible for compiling, preparing and validating this.

Testing of large systems brought special problems. Often it had to be a staggered effort.

A model clause would set out a timetable for testing and this would include a provision requiring a certain number of days' notice before testing commenced.

If the computer room had not been made ready, valuable time would be wasted while it was prepared - so it was best to include in the clause any pre-conditions for testing and who was to be responsible for them.

There were often several components to a system being purchased and the buyer should specify in advance which parts he would or would not accept if they did not pass the test.

In a multi-vendor situation, it was difficult to explain you were not prepared to pay anybody until you had everything!

Many purchasers negotiated a clause allowing them to send the whole system back if any one part failed; this avoided the problem of ending up with a computer which wasn't wanted unless a certain software was available to run on it.

Commentator **Philip Argy** added to a number of Mr Saunders' points.

The best method of specifying testing details was to make them result-oriented, he said; this allowed the customer to check easily on whether he had what he wanted. The contract should state any special purpose for which the computer was being bought.

"Milestones" at which regular payments were made throughout the installation process were often inconvenient but were nevertheless a reasonable request from a software developer.

Test conditions, such as the number of terminals allowed to be running at the time of testing, should be specified.

Documentation should also be considered; standards should be set out, if appropriate. For example, in many cases, screen layouts were not the same in the manuals as on the system: manuals should be up-to-date.

Complications increased with the size of the system, but purchases should not be rushed.

Mr Argy suggested a number of purchasers hurrying to qualify for investment allowances at the end of last June would be stuck with systems which were not quite what they expected.

SOCIETY NEWS SOCIETY NEWS SOCIETY NEWS SOCIETY NEWS SOCIETY**WASCL (continued)**

- A seminar on "Dealing with Computers: a Survival Primer" by Michael Hale from the Solutions Group and Tony Sutherland from Harris & Sutherland;

- "Repetition Strain Injury from Computers" by doctor/lawyer David Hoffman and lawyer Terry Malone.

The Society publishes several papers on matters arising from its meetings, details of which are on page 10.

All correspondence should be addressed to: The Secretary, WASCL, GPO Box U1910, Perth, W.A. 6001

NEW SOUTH WALES SCL

The 1986 office bearers of the NSW SCL are Philip Argy (President), Les Lawrence (Vice-President), David Lewis (Secretary) and Greg Prior (Treasurer). The other Committee Members are Knox Cameron, Michael Davis, Richard Davis (1986 Proceedings Editor), Jim FitzSimons, Pamela Gray, Graham Greenleaf (Newsletter Editor), Katrina Henty (Meetings Officer), Nigel Hutchinson, Jill Matthews (Newsletter Production Editor), Nigel Royfee, Michael Saunders, Loise Steer (Publicity Officer), and Richard Ure (1984/85 Proceedings Editor).

Reports on meetings are elsewhere in this issue.

ACT SCL

September Meeting: *Criminology and Computers*. Ivan Potas, Criminologist with the Australian Institute of Criminology, addressed a September '85 Meeting of the ACTSCL on research he undertook with John Walker, also from AIC, analysing over 300 files held by the Commonwealth Attorney-General's Department relating to Federal drug offences.

By identifying a large number of variables involved in the sentencing process, it was possible to predict with a surprising degree of accuracy what factors seemed to have a greater impact in determining sentences.