Whilst this process of development of the serious relationship is in progress the parties may even indulge in a little adulterous relationship. But irrespective of whether the engagement is formally sealed with a marriage ceremony, if the parties make each other a little bit pregnant, with the conception, the supply and the use of a mutually conceived computer system, they have but two choices: Choice one is to have an abortion and to part forever; Choice two is to carry on the relationship.

The more the parties respect and are in love with each other, the better the relationship. But they have little option but to stay together because they have created an offspring in which they both have a vested interest. The interest of the supplier is to deliver a satisfactory computer system for which he gets paid and which he then continues to nurse along by maintaining the hardware and giving software support. The other party is using the computer system to survive in business and show a reasonable profit. Serious stuff!

The foregoing analogy of likening a relationship between a supplier and end user of a computer system to a relationship of commitment reveals several aspects. The major ones are:

a. There must be goodwill, trust and willingness to work together and also to learn together, by both parties.

b. There must be an intention to remain good partners for the operation of the computer system for at least the economical life of a computer system.

In the current dynamic state of development and sophistication the life of a computer system may be as long as 5-6 years or as short as 3-5 yeas. I understand that computers depreciate by approximately 25% per year.

Unlike a marriage where the individuality and personality of partners does not change, in the situation where a computer site is owned by company ABC and is serviced and maintained by company XYZ, both companies require a written record which spells out the basis of their relationship. That record is reflected in the following contracts:

a. agreement for equipment sale

b. agreement for equipment maintenance

c. program products licence and service agreement

d. facilities planning agreement

e. agreement for depot maintenance service (carry-in or over-the-counter maintenance)

f. installation assistance agreement

g. installation consultancy agreement

We have now arrived at the question "Why do we need written agreement"? The main reason is that company ABC needs written agreement with company XYZ for purposes of record, and continuity, for reasons of commitment. Above all written agreements are for the legal protection for both parties, because invariably companies such as ABC and XYZ are dynamic and subject to changes to composition of management, approaches and management responsibility.

Finally it may be appropriate to conceptualise the products of a computer supplier to be transferred to a computer user by way of negotiated legal documents. The products in some form or another are:

a. computer equipment (hardware, designated system and site, total system)

b. system software (comes with the designated system)

c. application software (to operate the designated computer system for the benefit of the user)

d. maintenance (preventive and regular maintenance of the designated system at predetermined annual rates.)

e. specialist services applicable to the above designated system (on a times and material basis, on a retainer basis or on a monthly retainer basis plus time and material)

f. training of customer personnel

g. computer block time for computer centre usage

h. supp`ies of expendables (such as transistors, print banks and ribbons)

➤ John Heyting, Sydney solicitor

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Automate the Law Office

— Now or Later

To those of us who are closely involved with applying the latest in technology to a law practice, it is hard to credit that a significant number of firms do not yet even have a word processor. While I have not seen the results of a survey on this subject, this would appear to be the case from my own observations.

Even among those that have a word processing system, even quite a large one, I have recently met a reluctance to make any move to update or improve their existing system. The reason given is that technology is improving, new products are being produced, and any decision now will be wrong in two years' time.

This is a great pity, as these offices are denying themselves the benefits current computer technology can give them now. If these offices purchase from a large reputable supplier, they will still be able to take advantage of advances in technology as they happen.

To take the firm for whom I work as an example, they chose some three years ago a major computer supplier, and standardised on its equipment. The computer they bought was a fairly new release when they bought it, and provided considerable growth potential. Now it has been upgraded to almost its maximum capacity. If they had waited, they could have purchased newer technology and thereby ensured the availability of larger upgrades. However, because they chose a large supplier with a continuing program of produce development, this problem does not arise. A recent announcement from the manufacturer has provided a new upgrade to three times the present computing power in the same box. Similarly, they chose a word processing system based on an old processor of very limited capacity. They have now converted to a new processor, which runs the same software as the old but very substantially enhanced, including such functions as spellchecks. It is part of a product line with considerable growth potential, and which is also supported with new printers and improved

terminals. It always retains compatibility with older systems. The only retraining required is to enable the operators to take advantage of the more powerful features provided.
In the field of typewriters, they have electronic daisywheel typewriters from a reputable supplier. This supplier now has enhancements for this range of typewriters, including an add-on screen which provides true word processing, using the typewriter as a keyboard and a printer. Once again they have not been left behind by new technology.

The benefits the firm has received by moving to new technology have been substantial. By development of the accounting system over some years, a wide range of management information is easily obtained. A new type of report can be generated virtually on request using a third generation query language. Secretaries have quieter typewriters, which can remember commonly used addresses, and underline and bold print at the touch of a button. Many of them can call a draft letter up onto their screen, amend and reprint it. The word processing sections access functions such as a spelling dictionary as well as standard forms and all the other benefits of word processing. Lawyers have access to legal information stored on the computer and indexed automatically.

I strongly believe that those firms which are holding off making any advance in their office systems are denying themselves the benefits of current technology. There is no reason to do this on the basis of what will be available in the future. By coming up to date now, they will still have access to the advances of the future.

➤ Knox Cameron, Sydney Solicitor & Computer Consultant

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EFT Fraud

Members of the NSWSCL who attended the October meeting and heard Dr. Alan Tyree speaking on electronic fund transfers (EFT's) were well prepared for a news item appearing in the Sydney Morning Herald on 18 October 1983. The Herald reported the conviction for stealing of an unemployed Victorian man who withdrew $470 from an automatic bank teller knowing full well that his bank account held far less than that. The man told police "It kept on giving me money and I kept on going for my life". The man's lawyer told the magistrate "I was surprised these machines gave out all this money. If the machine had not malfunctioned or done this, my client would not be here today". In fining the man $60 and ordering him to repay the $470, the magistrate suggested that to publicise this particular theft would be "totally and completely irresponsible". Such a view would no doubt be applauded by Mr. Ron Cameron of The Australian Bankers Association who also addressed the October meeting of the NSWSCL and appeared reluctant to answer hypothetical questions about exactly such frauds and the methods, if any, employed by Australian banks to prevent them.

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Recent papers

Listed below are brief details of papers received by the Editor in the course of preparation of this newsletter but not included because of their length and the more academic nature of their contents when compared to the topical items which are included. Where possible sufficient details of the author, venue and timing have been included to allow readers interested, to contact the authors themselves for further information.

The Computer, the Law and the Profession - What Lies Ahead? - 13 pages

John de Groot, President of QSCL, Principal, Lecturer, Legal Practice Courses QIT, School of Law. This paper was presented on 1 October 1983 to the Annual Symposium of the North Queensland Law Association.

Problems of Access - Hurdles for Australia. Wide Dissemination of Legal Information - 12 pages

Dr. R.A. Brown B.A., L.L.B., Barrister of the Supreme Court of N.S.W., Lecturer in Law, N.S.W. Institute of Technology, Committee member N.S.W. S.C.L. National Law Librarians Congress Perth, 30 September 1983

Liability for Mishandling of Personal Information - 39 pages

Associate Professor Robert Hayes, Law School, University of N.S.W. formerly Commissioner in Charge of the Australian Law Reform Commission reference on privacy.

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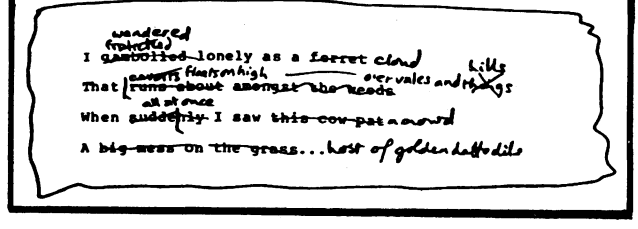
Seen in the U.K. "Bookseller", 24th Sept. 1983, in an advertisement for Apple word processing for authors and publishers:



Computer Ethics

The efforts of ACS and similar bodies to develop codes of ethics for computing professionals are well known, but the efforts of manufacturers to develop software with its own ethical standards just as strict as those of its human masters is less well known.

Pacific Computer Weekly of August 1-7, 1983 reports on the existence of Malaysian software "with a self-destruct mechanism called 'Piraticide' to safeguard against pirating", but unfortunately gives no further details of its operation.

Perhaps it is of Japanese origin, based on the code of hari-kari or 'death before dishonour' and therefore self-destructing if anyone attempts to interfere with it. Alternatively, though, it could be kamikaze software, destroying not only itself but also your system when you attempt such tampering.

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