

From: John H. Lindsay
To: Microsoft ATR
Date: 1/27/02 9:33pm
Subject: Microsoft Settlement

48 Fairway Hill Crescent,
Kingston, Ontario, K7M 2B4,
Canada,
2002 01 27.

Ms. Renata Hesse,
Trial Attorney,
Antitrust Division,
United States Department of Justice,
601 D Street, North West, Suite 1200,
Washington, D.C. 20530 U. S. A.

Dear Ms. Hesse:

Subject: Proposed Microsoft Settlement

I wish to comment on the proposed Microsoft Settlement. You will note from the above address that I am a Canadian, and thus not directly concerned with the Proposed Microsoft Settlement. However, I submit that considering where I am writing from, what my background is and what sort of things I do, I am uniquely placed to offer comment which may be informative and useful to you in this matter.

I say that Microsoft's restrictive sales and software development methods and practices have had a more devastating effect in Canada on software development than in the States. That, however is a matter for the Canadian Departments of Justice and of Trade and Commerce and our courts, and is not my point here.

It would be interesting to me for you to consider at some time in the future whether Microsoft's actions taken in the U.S. both directly and through Microsoft Canada, and having effect in Canada to restrict competition among software manufacturers and distributors, including U.S. manufacturers and distributors marketing in Canada, is subject to your laws. Again, this is not my point here.

My point is that Microsoft's restrictive practises have spilled over the border and had such a huge effect and have been so penetrating in Canada, affecting even little one-person near-hobbyist operations like mine. Those practises must then have

affected every corner and every small computer user, software creator and distributor in the U.S. Further, I have read the document COMPETITIVE IMPACT STATEMENT, Civil Action No. 98-1233 (CKK), and in it, I find in it very little that I could call sufficiently punitive, corrective, recompensatory, effectively preventative, of deterrent to or controlling of Microsoft restrictive practises, especially as it relates to little people like me but in the U.S., little people who don't have the money to hire a lawyer, and who look to you for protection from predatory giants.

I am a retired professor of Computing Science; I taught 15.5 years at Queen's University here in Kingston, and 17.5 years at Royal Military College (compare: West Point, U.S. Naval Academy, U.S. Air Force Academy all rolled into one, made a degree-granting university, and reduced to Canadian size) also here in Kingston. My field of study is computer programming languages, particularly the macro languages, macro language programming systems, and compilers. I'm still studying in my 'retirement' and working on a computing project that in all my years at the two universities, I never had the time or resources to do. In this project, I'm a one-person organization, a unique one-person programming organization among many such unique one-person organizations everywhere in the world. There are many such one-person organizations in the United States, hobbyists, and many of the creators of shareware, freeware and open-source software for instance. You may wish to browse the Hobbes archive of OS/2 software from around the world at <http://hobbes.nmsu.edu/pub/OS2> at New Mexico State University; the majority of it is contributed by OS/2 programmers in the United States, almost all little people like me.

My project is the Rosanna programming language and programming system, a system to permit the creation and use of programming languages peculiar to a problem or class of problems at hand. I plan to release it not for profit, but under a type of licence which expects the user to do something agreeable to him in thanks to the good Lord or for his fellow man -- I call it Samaritan ware -- in return for the right to use Rosanna. This puts my work in much the same classes as freeware or shareware, or open-source software (mine will be open-source too, but with a difference).

In my work, I use the OS/2 operating system for a number of reasons: (1) the design of the system which helps in the organization and creation of software, (2) the availability of ALL the API documentation in open form, (3) the ready availability of high quality software, especially compilers for a huge number of programming languages and well-conceived and

well-written programmers' utilities, (4) its invulnerability to almost all the computer viri and worms, especially the ones introduced in the last year or so, and (5) the stability of the system -- I think I have to reboot about once every five or six weeks or more, except when I have to reboot to install a new piece of software. You have heard the sorry tale of the failure of OS/2 in the market place caused by Microsoft's actions. We OS/2 programmers are loosing our favourite operating system bit by bit as a result.

Our loss, the loss of the little one and two-man programming organizations, including those in the United States, is in very large part, intangible. The rewards of the freeware programmer are just those of knowing that he has done a good job (the quality of work produced by OS/2 programmers seems to be a good level higher than the quality of much on the market or available on the InterNet) and the knowledge that there are people who will use his work. If OS/2 falls into disuse, we will have few to use our work, and that will be what Microsoft has done. The shareware programmer looks for both those rewards and the fees paid by the users. They will be out-of-pocket due to Microsoft's restrictive practises too. I see no cause for relief in the present proposed Microsoft Settlement for the little non-Microsoft programmer in the U.S. but like me. We need our user base back, a user base that has been taken from us by Microsoft's improper actions. There is nothing in the proposed settlement that gives us that user base back, and there is no effective way to compensate us all for that loss.

Please send the proposed settlement back to the drawing board for the sake of my U.S. counterparts. In particular, I suggest that every clause be examined for things which can be made ineffective by Microsoft's evasive actions, and please, please, don't include a clause like the gift of Microsoft software to schools and colleges. That's a subtle form of Microsoft advertising; students learning to use a piece of software at a school, college or university tend to continue to use it afterwards in their work. If anything, I suggest that you make Microsoft buy software from other non-related suppliers equal in value to what they offered to give, including but not limited to OS/2 from I.B.M., Linux, B.S.D. Unix, Corel software including WordPerfect, and so on, and give that to schools, colleges and universities.

Yours very truly,

John H. Lindsay.

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