

Re: ATTN an MVP that is against the MS EUA

Source:

<http://www.tech-archive.net/Archive/WinXP/microsoft.public.windowsxp.general/2005-02/7359.html>

From: David Candy (.)

Date: 02/03/05

Date: Thu, 3 Feb 2005 16:37:22 +1100

No. It must meet the 6 elements of a enforceable contract. Plus courts won't enforce slavery (at least Australian courts won't – they won't compel labour though companies aren't given this protection).

--

<http://www.uscricket.com>

"kurttrail" <dontemailme@anywhereintheknowuniverse.org> wrote in message news:esFqDGbCFHA.4008@tk

> Jupiter Jones [MVP] wrote:

>> As I thought, you will not answer with a simple yes or no.

>>

>> "I'll your question, once you answer mine."

>> Reminiscent of a childhood game.

>

>

> "MS has no intent in their Windows XP EULA to allow the buyer to install
> on more then one computer at the same time, but that does not mean that
> MS has the LEGAL RIGHT to limit individuals to install Windows XP on
> only one computer at a time."

>

> Boy are you stupid! The answer is there. "no intent" "no"

>

> So now answer my question:

>

> Is everything written in a contract legally enforceable just because it
> was mutually agreed to by both parties?

>

>>

>>

>> "kurttrail" <dontemailme@anywhereintheknowuniverse.org> wrote in
>> message news:%23ZLeozaCFHA.3924@TK2MSFTNGP15.phx.gbl...

>>> Jupiter Jones [MVP] wrote:

>>>

>>>> "kurttrail" <dontemailme@anywhereintheknowuniverse.org> wrote in
>>>> Somehow I knew you would not answer that Yes or No question.

>>>>

>>>> And let's not forget you trying to compare a civil offense with a
>>>> criminal one by changing the subject with your question to begin
>>>> with!

>>>>

>>>> Let me rephrase:

>>>> As the EULA is written, was it the intent of Microsoft that the
>>>> buyer be entitled to install Windows on more than one computer at
>>>> the same time?

>>>>

>>>> I'll your question, once you answer mine.

Re: ATTN an MVP that is against the MS EUA

microsoft.public.windowsxp.general: Re: ATTN an MVP that is against the MS EUA

>>>
>>> Here it is:
>>>
>>> Is everything written in a contract legally enforceable just because
>>> both mutually agreed to?
>>>
>>>> Forget all your copyright junk.
>>>
>>> Quoting the Supreme Court is "copyright junk." ROFL!
>>>
>>>> Some is not relevant and is only posted so you could divert you
>>>> answer.
>>>
>>> All of it is relevant, as what I quoted, with the exception of your
>>> use of the word "it," is directly quoted from Supreme Court rulings!
>>> MS doesn't possess the exclusive right to limit an individuals "fair
>>> use." So while MS may have the intention to limit an individual to
>>> install MS software on only one computer through their EULA, it
>>> really doesn't legally possess the right to do so.
>>>
>>> And I believe that MS's EULA is a legally valid commercial use
>>> contract, but they have yet to legally prove that they have the
>>> right to dispossess individuals of their "fair use" rights through a
>>> post-sale shrinkwrap license.
>>>
>>> And in case you didn't notice it, I did kinda end up answering your
>>> question in this last section in a round about way. MS has no
>>> intent in their Windows XP EULA to allow the buyer to install on
>>> more then one computer at the same time, but that does not mean that
>>> MS has the LEGAL RIGHT to limit individuals to install Windows XP on
>>> only one computer at a time. And to convince me otherwise, MS would
>>> have to sue me and win! From Brucey Chumpers favorite web site on
>>> Fair Use:
>>>
>>> "Unfortunately, if the copyright owner disagrees with your fair use
>>> interpretation, the dispute will have to be resolved by courts or
>>> arbitration." -
>>> [http://fairuse.stanford.edu/Copyright and Fair Use Overview/chapter9/index.html](http://fairuse.stanford.edu/Copyright%20and%20Fair%20Use%20Overview/chapter9/index.html)
>>>
>>> So my interpretation of "fair use" as I understand it though the
>>> SUPREME COURT stating, "Any individual may reproduce a copyrighted
>>> work for a "fair use"; the copyright owner does not possess the
>>> exclusive right to such a use," stands for me, at the very least,
>>> until the copyright owner, in this case Microsoft, sues me and wins
>>> in court or through arbitration! And believe me, if the time ever
>>> happens where I'm sued over my interpretation of "fair use," I fully
>>> intend to fight for my interpretation to the bitter end.
>>>
>>> --
>>> Peace!
>>> Kurt
>>> Self-anointed Moderator
>>> xxx
>>> xxx
>>> "Trustworthy Computing" is only another example of an Oxymoron!
>>> "Produkt-Aktivierung macht frei"
>
>
>
> --
> Peace!
> Kurt

microsoft.public.windowsxp.general: Re: ATTN an MVP that is against the MS EUA

- > Self-anointed Moderator
- > microscum.pubic.windowsexp.gonorrhoea
- > <http://microscum.com>
- > "Trustworthy Computing" is only another example of an Oxymoron!
- > "Produkt-Aktivierung macht frei"
- >
- >