
Subject: Re: bug in IDL's hanning() window-generating function

Posted by [bennetsc](#) on Sat, 04 Aug 2001 06:03:42 GMT

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In article <MPG.15d3c90ca203e28a989e4e@news.frii.com>,

David Fanning <david@dfanning.com> wrote:

> Scott Bennett writes:

>

>> They simply cheated my advisor and

>> refused to make good when confronted with the facts.

>

> I don't know. Pretty strong words for what appears

> from the facts you present to be a misunderstanding

> to me. But I know from personal experience that

Based upon the communications I had with RSI employees, I do not think it reasonable that there was any misunderstanding, except for the fact that no one here had informed me of a rate change for educational customers nor of a linkage of that rate change to elimination of full, new manual sets for each release. That was eventually explained to me. And when the RSI employee explained that that change had occurred, I replied that sending us the release upgrades (i.e. CDROMS and _What's_New_in..._ books) that they had not sent us would be sufficient (though late.) The RSI employee said they didn't have the books anymore, just the CDROMs. It is not our fault if they are unable to give us exactly what we paid for. Nevertheless, they have the legal obligation to give us what we paid for. I offered what seemed to me a reasonable accommodation to *their* problem in the form of being willing to accept an adequate substitution for the contracted materials. They refused the accommodation that would have made it possible, in view of their disability, to meet their contractual obligation.

I see no evidence whatsoever of any misunderstanding. They obviously knew what the points at issue were. I think that the two employees that I communicated with on this matter also understood that we were not at all happy or satisfied with having paid for something we didn't get and couldn't use. It seems possible, in retrospect, that they also had an estimation of the risk involved in their contract violation.

> educational institutions are extremely difficult to

> work with. The left hand never seems to know what

> the right hand is doing. The people in charge of

> purchasing the software never seem to have a clue
> who is using it. Hence, information like where the
> manuals are and what the terms of the deal are
> are forever being lost.
>
> And the people at educational institutions can be
> difficult.

I can be difficult when someone attempts to
shortchange us. I am also not unique in that respect.

>
> I'm still livid over a deal I did at a large university
> in Arizona. They wanted cheap software. I went to
> bat for them, stuck my neck WAY out to make it happen,
> and then found myself accused in this newsgroup
> of being a "software junkie", since I had clearly
> lowered the price to get them "hooked" on the
> software. Scheesh! After that experience I spent
> a couple of years saying to hell with educational
> institutions.

>
> It goes both ways.

>
Yes, it does. That's why each case must be examined
separately. In this case, no outside consultants were even
involved. It was strictly between the customer and the
vendor. The customer paid and the vendor defaulted.

So I'll finish my work using IDL 5.0. IMO, the amount
of money for approximately three years' worth of service
contracts, while large relative to a grant budget, is most
likely too small to be worth the legal costs of contract
enforcement, so RSI will probably get away with it this
time.

FWIW, the RSI employee who sent me email yesterday
has not responded to my reply to her yet, but perhaps she
took the day off.

As for books, David may recall I was an early buyer
of the first edition (second printing) of his excellent
first IDL book. If I end up working with IDL again someday,
I'll probably try to find a copy of whatever edition is his
most recent at that time. For now, though, I have what I
need to finish my thesis work using 5.0.

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* "Lay then the axe to the root, and teach governments humanity. *

* It is their sanguinary punishments which corrupt mankind." *

* -- _The_Rights_of_Man_ by Tom Paine (1791.) *
