

The

SCAM

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"Mensa's purposes are to identify and foster human intelligence for the benefit of humanity; to encourage research in the nature, characteristics, and uses of intelligence; and provide a stimulating intellectual and social environment for its members."

—*The Mensa Bulletin*



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All submissions must be received by the Editor before the 10th of the month preceding publication. Please allow extra time for mailed submissions, which may be **typed** or **legibly handwritten**. Whenever possible, we prefer submissions via e-mail. They may be in e-mail text or any of most **word processing** formats. All submissions should be sent to the **Editor**, whose contact information appears on Page 2.

Inside the Pocket Protector

Mike Moakley, Editor

“Mensa has no opinions.”

Where have you heard this before? The above statement appears in every Mensa publication, including *The SCAM*. The statement featured on this month’s cover appears in every issue of the *Mensa Bulletin*. My question this month is: Are these statements true?

Let’s consider some facts. Back in April, I lamented the apparent direction our parent organization is taking as it seeks to change its perceived image of a bunch of nerds in favor of a more mainstream perception. As part of my protest, the April cover features a picture of my pocket protector behind that international symbol signifying “NO!” or “forbidden” (the circle-and-slash).

Last month, Mel Dahl, editor of *The FLAME* (Central Florida Mensa) expressed concern in his column of the refusal of the *Bulletin* to review a book by fellow Mensan William Regnery, who alleges his research supports his views that black people are inferior to whites. The *Bulletin* even refuses carry a paid ad for his book! While most, Mel and myself included, would find such views repugnant, does this mean Mensa gets to pick and choose what views are permitted to be discussed?

There is also a question of whether members of the M-Atheists SIG would be permitted to participate in the program for the upcoming 2008 AG in Denver. Again, same question: Does Mensa get to

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The SCAM sells classified ad space. SCAM members, non-commercial, no charge. Others: \$20 full page; \$10 half-page; \$5 quarter-page per month, we offer discounts for multiple insertions, and we can help with layout and design.

Subscriptions: SCAM members, included in dues; others, **\$10** for 12 issues.

Hello fellow SCAM members. I am pleased to let you know that we collected money for 13 registrations at the Broward Mensa's RG this past Labor Day weekend. I drove down on Sunday and stayed at the Sheraton Suites in Ft. Lauderdale, and I must say that it was a very nice venue.

Just to update everyone, I am still working to get the best deal on our own venue. I expect that by the time you receive this newsletter, we will have our hotel booked and you will receive all the information in the next newsletter. In this issue, there is a form for you to fill out and send in your registration.

After talking to more SCAM members, I feel that we will be able to put on an excellent RG with exciting activities for everyone. We now have a registrar – Suzanne Leichtling (along with her husband Marc), and a Games committee chairperson – Terry Valek. I am still looking for help with hospitality and programs, so please let me know if you are interested in helping out with those committees.

As I said last time, I think that this will be a great opportunity for us to rebuild as a club, and I hope that you are all as excited about this as I am. Please feel free to call or send an email if you have any questions, comments, etc. I look forward to hearing from you. You may reach me by phone, 455-9749, or via e-mail: budlong@bellsouth.net.

SCAM Treasurer's Report

As of 8/31/2007:

<u>Account</u>	<u>Balance</u>
General Fund	\$619.70
Post Office Acct.	155.19
Reserve Fund	2606.68
Total Funds Available:	\$3381.57

Deposits

Mensa Funding:	\$195.20
Interest	1.07

Withdrawals

Printing Costs	\$146.81
Postage	61.55

Transfers

General Fund to Post Office Acct.:	\$200.00
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—Bud Long, Treasurer

AGREEMENT entered into this ____ day of _____, 20__ by undersigned parties hereinafter referred to as “Parent” and “Child/ren”.

WHEREAS Halloween is an accepted festive holiday in the _____ household, and insofar as the celebration of Halloween traditionally includes copious pagan decorations, festivities requiring preparation and forethought, and the wearing of original costumes for purposes of creative begging, and

WHEREAS the purpose of this *Agreement* shall be the alleviation of *Parent* from unrealistic expectation of *Child/ren*, and to coerce the support and assistance of *Child/ren* in necessary preparation (even when *Child/ren* would rather be playing with friends) up to the point when *Parent* deems that the work would frankly go a lot faster if *Child/ren* would leave the premises,

NOW, THEREFORE, undersigned *Parent* and *Child/ren* hereby agree to the following Halloween terms:

1. *Child/ren* may submit costume selections for approval between 1 October and 25 October, but in no case between the hours of 1:00 AM and 5:00 AM. Even if it's a really great idea.

2. Costume requests must be made in writing, and shall be witnessed by at least one other adult (excluding *Parent*) so that *Child* cannot later claim that he requested a “ninja” when in fact he wrote “Superman”. Even if “Superman” is subsequently discovered to be an unfashionable choice.

3. Verbal costume requests or non-compliant requests made outside the specified window of opportunity shall be ignored or laughed at.

4. *Parent* retains the right to veto costume selections, for reasons including, but not limited to the following:

1. Costume construction requires motors, radioactive materials, and/or advanced engineering degree.
2. Costume cannot be completed in allotted time or costs more than the gross national product of Peru.
3. Costume requires items or components that belong to *Parent*, and which *Parent* does not care to share. Such as undergarments, or the interior mechanism(s) of the answering machine.

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4. Costume includes headgear, mask, or other component(s) which effectively blind *Child/ren*.

5. Requested costume is a really really stupid idea.

5. Once (each) *Child* and *Parent* have agreed upon a **single** costume selection, and said agreement has duly been witnessed and notarized, changes or substitutions may only be made at the discretion of *Parent*, whom, it should be noted, isn't feeling all that cooperative at this point.

6. *Child/ren* understand that climatic conditions including rain, snow, relative temperature, and humidity are NOT under the control or influence of *Parent*, and that it is the responsibility of each *Child* to plan appropriately. *Parent* will not, even in the case of freak blizzard, change "Tinker Bell" into "Sasquach" at 4:00 PM Halloween afternoon, unless an appropriate subcontract is completed (see: Indentured Servitude Form.)

7. *Child/ren* agree that when *Parent* participates in the construction of costume(s), *Parent* is entitled to a full 10% share in the spoils of Trick-or-Treating. *Child/ren* furthermore agree that they will not hide all the chocolate pieces before submitting the spoils for inspection and aforementioned costume-tax.

8. While *Parent* recognizes that Halloween parties are a pleasant pastime in October, *Parent* is not obligated to host or to take *Child/ren* to parties if a) they take place three towns over b) if *Child/ren's* room is not cleaned up to *Parent's* satisfaction, or c) *Parent* is otherwise committed, such as undergoing emergency appendectomy, or serving Federal Jury Duty.

9. Should *Parent* forget everything she learned last year and volunteer to actually host a Halloween party, *Child/ren* agree to act in a suitably submissive and thankful manner, and to NOT make lame-party jokes in front of guests. *Child/ren* also agree that the dry ice is for the punch bowl, and NOT for the toilet.

10. *Child/ren* agree that it is their responsibility to help construct, place, and eventually put away [___ init!] household Halloween decorations. *Child/ren* must recognize *Parent's* superior aesthetic sensibilities, however, and agree to defer to *Parent's* judgment on product placement. In any case, *Child/ren* agree to leave the ladder out of it.

11. *Child/ren* agree that scaring people with rubber spiders is

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very funny, except when “people” includes *Parent*.

12. *Child/ren* agree that Trick-or-Treating commences at dusk, and agree to look up “dusk” in the dictionary. *Child/ren* agree that a precondition of Trick-or-Treating is a nutritious dinner, and shall remember that dinner is much easier consumed without masks in place.

13. *Child/ren* agree that the addition of reflective tape and/or light sticks to costumes is not “dorky” or “babyish” but a necessary safety precaution. Safety items removed or missing at the completion of Trick-or-Treating shall be searched for, found, and affixed to *Child’s* head for a minimum of three (3) school days.

14. While *Parent* recognizes the irony of this clause considering that the undersigned *Child/ren* are afraid of the dark, their own shadows, various natural noises, and the upstairs bathroom, nevertheless *Parent* requires that *Child/ren* must Trick-or-Treat in group (s) to include at least one *Parent*-approved legal adult, should *Parent* decide to stay home and attempt to scare the bejeebers out of visiting Trick-or-Treaters and keep all the candy for herself.

15. *Parent* and *Child/ren* jointly agree that the observance of “National Sugar Shock Day” (November 1st) shall include the suspension of all *Child/ren’s* chores, since they wouldn’t be done to *Parent’s* satisfaction anyway, and in any case will most likely result in an unsightly proliferation of sticky fingerprints. In the unfortunate event that National Sugar Shock Day does NOT fall on a school day, *Child/ren* agree to telephone *Grandparents* and request a visitation, which shall necessarily occur away from *Parent’s* property, and which shall span a two-meal period.

Should *Parent* cave on any clause or item outlined herein, all other clauses and limitations shall remain in full effect. This shall be referred to as the “Give Them an Inch” rule, and shall in no event be mistaken for clause 5,280.

WHEREFORE, we affix our signatures.

(Notary Public)

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On Thursday, July 20, a spokesperson for the Federal Judicial District of Northern California announced that the Grand Jury would not be indicting Barry Bonds on that particular day. On Friday, he announced that the indictment would be handed down the following week, at 3 pm, on one of the days, Monday to Friday, but that the day the indictment would be handed down would be completely unexpected.

The nature of this announcement puzzled baseball fans, but delighted the sports reporters who planned to speculate mindlessly for most of the week. Early Monday morning, one of the more astute pundits of the diamond declared that he believed that Barry could not be indicted on Friday, because if he wasn't indicted by Thursday afternoon, the indictment on Friday would be completely expected.

Shortly after this, another deep thinker declared that if Barry couldn't be indicted on Friday, and hadn't been indicted by Wednesday afternoon, his indictment Thursday afternoon would be completely expected, and hence, would not occur. Another writer, after brief consultation with a logician, declared that the entire reasoning process was properly recursive, and Barry could not be indicted at all.

Monday, at 3 pm, the spokesperson had a brief press conference to announce that they were not yet ready to indict Barry. At 5 pm, a round table of talking heads all agreed that while they did not entirely understand recursiveness, it seemed that the Grand Jury would not be indicting Barry at all. Tuesday afternoon came and went with no indictment. Self-congratulations were in order for the talking heads. At 2 pm Wednesday, Barry hit a home run. At 3 pm, the Federal District Attorney announced Barry's indictment for tax evasion and perjury, and it was completely unexpected.

The D.A.'s Explanation:

In a press release, the D.A. acknowledged the similarity between the spokesperson's announcement and the well-known paradox of the unexpected execution, and declared that the resolution was the same. Like the jailer in the aforementioned paradox, the spokesperson was unreliable and had made a promise that could not be carried out with certainty, so there was no guarantee that the event in question would definitely be unexpected. But after all, folks, it did turn out to be unexpected.

“Want to know what and who is the cause of the next Depression?”

“YOU are!”

“Huh!”

Because you are not paying attention to what those ignoramuses in Washington are doing it will be your fault when the economy falls apart. The biggest ignoramus, Senator Charles Schumer, is proposing a new bill that will increase tariffs on Chinese goods. He says this will protect American manufacturers and American jobs. Get your head out of that dark place, Senator.

A tariff is nothing more than an indirect tax on all the American people. Tariffs protect industries that are inefficient and promote other countries to impose tariffs on American goods. In all of history there has never been a successful application of mega tariff policy. In fact each time it has added to the further decline of the country's economy.

In 1930 Congress in its stupidity passed the Smoot-Hawley legislation that was supposed to selectively tariff a few items, but the hogs in Washington ended up with 320 items that started a tariff war and magnified the sick economy of 1928 and 1929 and caused the Crash of '29 -'32.

While the Bill was under discussion in 1929 more than one thousand economists petitioned Congress not to do it. Today we have economists petitioning again, but our bought and paid for representatives prefer to kowtow to those industries who give them money for the next election.

President Bush has tried to impose tariffs for the steel industry. Here is an industry that is notoriously inefficient and will not spend the money to update their facilities. Every duty dollar charged at our ports for imported steel will be paid for by you, the consumer. Does anyone believe steel companies will update their equipment as long as this tariff is in place?

The new bill is supposed to be aimed at China, but before the list of goods on the duty list is complete it will include scores of countries and thousands of items. Ask why are lumber, wheat and pharmaceuticals on this list right now? Every tariff has been put there by some politician at the request of one of his big contributors to protect their

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profits.

Protectionism is not only stupid, but also destructive to the economy. It protects the weakest industries and makes the consumer pay for their inefficiencies. To show one of the most stupid is the state of New York has a restriction that milk from New Jersey may not be sold in New York. Are they protecting NY citizens? Obviously there must be some big dairies lining the pockets of the politicians so they can add a few cents to each quart of milk. Now project this thinking onto the world market.

The true definition of tariff is “special privilege”. If a new bill for more tariffs passes Congress it could be the straw that breaks the camel’s back of our economy.

It is up to you to stop this before they create another disaster.

Al Thomas’ best selling book, “If It Doesn’t Go Up, Don’t Buy It!” has helped thousands of people make money and keep their profits with his simple 2-step method. Read the first chapter and receive his market letter at www.mutualfundmagic.com to discover why he’s the man that Wall Street does not want you to know. Copyright Williamsburg Investment Co. 2007 All rights reserved.

Inside the Pocket Protector

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pick and choose what opinions are discussed?

Is this not a bit odd for an organization that claims to have no opinion? Is not the exclusion of certain points of view, *in reality, expressing an opinion?* Perhaps the tagline should be changed from “*Mensa has no opinions.*” to the one Orlando radio station Z88.3 uses: “*Safe for the Little Ears.*”

Why is Mensa doing this? Is it because some among us might be offended? What happened to that part about providing a stimulating intellectual and social environment? Has this now given way to “political correctness”? If so, *I, for one*, am truly offended.

As long as I am Editor, *The SCAM* will continue to shun the ludicrous demands of Political Correctness, which has no place in any environment that is supposed to foster the development and exercise of the intellect. In short, Political Correctness does not belong in Mensa.

Everyone Makes Mistakes!*

The Official SCRABBLE® Players Dictionary, Fourth Edition (OSPD4) is an amazing book. It contains tens of thousands of entries for words from two to eight letters in length and their definitions. However, a document of that length is bound to contain some errors.

A mistake that I noticed even in earlier editions is that while KIDNAPPER is acceptable when playing SCRABBLE® crossword games, its inclusion is not warranted in OSPD4 since it is nine letters long. OVERWOUND, another nine-letter word, does deserve its own entry as “past tense of overwind” because, to quote the book’s introduction, “An inflected form is entered as a main entry if it undergoes a spelling change in addition to or instead of suffixation *and* if it falls alphabetically four or more places away from the root word.” (OVERWIND and OVERWOUND are separated by OVERWISE, OVERWORD, OVERWORE, OVERWORK, and OVERWORN.) KIDNAPPER might be included because some players, reading that the eight-letter word KIDNAPER is acceptable, might not realized that the spelling with two Ps can also be played.

A webpage from the National SCRABBLE® Association’s official website lists words that were erroneously omitted from early printings of OSPD4. This page is dated late 2005; a visit to a bookstore almost two years later verifies that these printings are still being sold. Some of the words that should have been included are trademarks, such as AQUALUNG and VELCRO; the plurals AQUALUNGS and VELCROS are also acceptable. The early printings of OSPD4 define CATHOLIC as an adjective meaning “universal”; CATHOLIC should be designated in OSPD4 as a noun with a definition along the lines of “a member of the early Christian church” to allow the word CATHOLICS when playing SCRABBLE®. While COLICKY is correctly listed as an adjective, the entry is incomplete since it does not give the comparative COLICKIER or the superlative COLICKIEST. OSPD4 designates GRUMMET as a noun with the plural GRUMMETS; it should have been designated as a verb so that GRUMMETED and GRUMMETING would be recognized as acceptable. Some omitted plurals are BIALIES (BIALYS is already given as a plural of BIALY), ZLOTE, ZLOTIES, and ZLOTYCH (ZLOTYS is already given as a plural of ZLOTY). PIZZAZZ, PIZZAZZES, and PIZZAZZY might have been left out because they cannot be played even if both blanks are

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used as Zs to accompany the actual Z, but the Super SCRABBLE® Crossword Game was introduced in 2004 and it has a set a tiles that includes two Zs and four blanks. So far, that accounts for sixteen of the words that should have been included, which is slightly less than ten percent. Let's move on.

For some reason, the entry for the verb HAVE was omitted; it appears in earlier editions. HAVE as a noun (meaning “a wealthy person,” plural HAVES) is still there, as well as entries for HAD, HADDEST, HADST, HAVING, HAST, HAS, and HATH that are defined in terms of the verb HAVE.

The webpage that listed erroneously omitted words also lists words added that should not have been. This list is much shorter: COMPASES*, CHIASMUSES*, EXEDRAS*, KOKSAGYZ*, KOKSAGYZES*, OVERDYING*, TENIASISES*, UMBELULE*, and UMBELULES*. An asterisk is the symbol commonly used in the SCRABBLE® world to indicate a phony. That is why it is used in the title of this month's column. The text of title is based on a slogan printed on a giant novelty eraser that could be purchased from the Miles Kimball mail order catalog (maybe it was Johnson Smith).

These may not be actual errors, but some entries could be omitted without reducing the number of acceptable words. OSPD4 contains an entry for FILS, defining it as “son” with a plural of FILS. This is rendered superfluous by the entry of FIL as “a coin of Iraq and Jordan” since its plural is FILS. FONDUE as a noun would seem to need no entry since it is also listed as a verb; both contain the inflected form FONDUES, but only the verb entry lists FONDUED, FONDUING, and FONDUEING. Is it necessary for the noun entry to remain since the definition of the noun FONDU is “fondue”?

The definition of ZAIRE, “a monetary unit of Zaire,” seems to be incorrect. The name of that country was changed (back) to the Democratic Republic of the Congo on May 17, 1997. Its currency is now the Congolese franc, so the correct definition might be “a formerly used monetary unit of the country once known as Zaire.”

There are more corrections I wanted to suggest, but my laptop crashed and my notes were not backed up. As I noted, **everyone** makes MISTEAKS*.

Next month: *Four-Letter Words*

SCAM Calendar of Events for October 2007

13th - Saturday 6:00 PM

OCTOBERFEST!

Come enjoy some authentic German food and the company of good friends at the home of Elaine Joyce in Merritt Island. Please RSVP by Oct.10th. Please note that her home is pet free and *non-smoking*.

Kitty is \$3.

Contact: *Elaine Joyce, 453-0294, for more details.*

27th - Saturday 6:00 PM

S.N.O.R.T.

Join us for some sushi and tempura at The SCAM's best attended event at Miyako's, 1411 S. Harbor City Blvd. (US#1) in Melbourne.

Contact: *George Patterson, 777-3721.*

31st - Wednesday 6:00 PM

HALLOWE'EN!

Come enjoy tricks, treats, costumes and eats at Karen and Doug's home in Rockledge. Must RSVP for this event.

Kitty is \$3.

Contact: *Karen or Doug, 633-1636, for more details.*

MEMBERSHIP NOTES

Welcome to SCAM and Mensa

Eric Rantanen

Amy Montgomery

Welcome Back to SCAM

Alex Jordan

Donald Paauw

OCTOBER BIRTHDAY GREETINGS

1st	James Staal	9th	Philip Devlin
4th	Robert Barber	17th	Rudolph Hardick
4th	Justin Marks	27th	Maximo Salinas
8th	Christopher Buccieri	30th	Chris Muir
8th	Rex Repich	31st	Colette Zahm

Editor's Note: *My apologies to **Janice Axelrod**, whose birthday, celebrated September 17th, was mistakenly omitted from last month's SCAM.*

Note: If your birthday is not listed, and you want it to be, please let us know.

Announcing:
The 2008 SCAM
“Back in Business”
RG

After six long years of waiting,
the Space Coast Area Mensa is proud to present a
special Halloween themed RG scheduled for the
weekend of October 24-26th, 2008 in
Cocoa Beach, Florida

Costume Party!!

To be held Saturday Oct 25th
Prizes awarded for most creative costumes.
Games, programs, and of course, our famous hospitality suites!

We will also be celebrating SCAM's 25th Anniversary.

Make your reservations now.

Don't miss it!!

Return this portion with your payment

Name _____

Mensa Group Name _____

Address _____

email address _____

Pre-registration
(if postmarked by 12/31/07)

Phone _____

Adults—\$45.00
Children (under 12) - \$30.00

Number attending: Adults _____

Children _____

Total Amount Enclosed: _____

Make checks payable to:
to:

Mail registration with check or money order

SCAM RG Fund

Suzanne Leichtling—Registrar

Best way to contact you (circle one):

8752 Palm Way

Phone Email Snail Mail

Cape Canaveral, FL 32920

I'm an engineer at the Kennedy Space Center. I make a decent living. Not enough to threaten to become rich, but comfortable enough to live nicely. My wife is a middle school teacher. She makes almost exactly half of my salary for almost exactly twice the work. I work 40 hours a week and when I leave my office, my work stays there. My wife works her 40 hours and then another one or two more hours each night, plus one entire weekend day.

My job is very fulfilling and is reasonably important, helping to support our country's space program.

My wife's job; however, is critical: Educating the future generations!

So, is it fair that she gets half the pay for twice the work doing something essential while I get twice the pay for half the work doing something notable but far from imperative?

The answer-- quite obviously -- is: No!

Now, I know our mothers all told us that life isn't fair. We all want egg in our beer, the winning Lotto numbers and shoes that don't hurt our feet. But it just ain't gonna happen, Bunky. There is no justice in this world.

Look at the facts: The Falcons signed Michael Vick, the dog-killing quarterback, to a 10-year, \$130 million contract in December 2004; Tiger Woods made over 87 million dollars in 2004 alone; Hollywood superstar Julia Roberts will become the highest paid actress of all time when she will earn \$29 million for the upcoming horror film *Our Family Trouble*; Thomas J. Fitzpatrick, (<http://projects.washingtonpost.com/post200/2006/executives-by-compensation/>) CEO of Sallie Mae®, (now a private education financial services firm) earned **\$39,629,325 in 2006**.

Now let's look at what these folks do and -- more specifically -- what they do for us.

Mike and Tiger are popular athletes with indisputable talent within their respective sports. They are both excellent at what they do. However, what is it that they do? Really? They play a game. A game that they enjoy playing and happen to be very good at. And we watch them. Play a game. See Michael throw. Throw, Michael, throw. Michael throws good. See Tiger swing. Swing, Tiger, swing. Tiger swings good. He makes the ball go into the hole. And...??? Sure, it's

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entertaining to watch a pro athlete perform well, but millions of dollars worth of well? What have Michael and Tiger contributed to your well-being, safety, security, happiness, or education?

I like Julia Roberts. She is pretty. She is a very good actress. And...?? She pretends to be someone else in a movie and they give her millions and millions of dollars. Sure, the movie will make even more millions and millions of dollars because her name is on the marquee, but she's still only memorizing some words someone else wrote, then play-acting in front of a camera. Not exactly what I'd call earth-shaking. Yeah, sure, she's enjoyable to watch for a couple of hours, but I will come out of the theater basically the same person I was when I entered. Not such a great return on investment for millions and millions of dollars.

Thomas Fitzpatrick was the highest paid CEO in the country in 2006. In May of 2007, Sallie Mae, announced the abrupt resignation of its chief executive officer. House Education and Labor Committee Chairman George Miller (D-CA) issued a press release saying, "Mr. Fitzpatrick's abrupt departure suggests that the lending industry is beginning to recognize that business as usual is no longer acceptable at Sallie Mae or any other company participating in the federal student aid programs. However, while new leadership in the industry is certainly welcome, the fact remains that simply replacing individual executives won't stop the corrupt practices that Congress and state attorneys general have recently uncovered." So the CEO of Sallie Mae, the nation's leading provider of student loans and administrator of college savings plans, got paid almost 40 million dollars to run "business as usual" and, according to Chairman Miller, may have been involved in some questionable business practices. Not too shabby a deal for someone who basically schmoozed with other big shots at the golf course.

So, I propose that we pass the Universal Salary Adjustment (USA) Act, which will normalize salaries based on the value of the function being performed. What this means is that the compensation paid to the worker will be in proportion to the contribution that the work makes to the rest of society.

Therefore, we would have a salary scale with the following people at the top:

Law Enforcement Officers, Firefighters, Emergency Medical Technicians (EMT), Doctors, Nurses, and Teachers.

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My reasoning for this is simple: these are the people who contribute the most and the most directly to the well-being of the rest of us. Without law enforcement officers to protect us from harm and apprehend criminals, we would have chaos; the firefighters and medical personnel protect us from peril and injury; and the teachers, of course, prepare our future generations to take over the reins of society.

Next on the scale of importance come critical service skills such as:

Sanitation Workers, Construction Personnel, Road Builders, Sewer Workers, Power Linemen, Water Treatment Plant Workers, Power Plant Personnel, and other people who help maintain our infrastructure.

Without these vital laborers, our civilized way of life comes to a screeching halt. Reference the horrific consequences of the historical 1968 garbage strike in New York City. From the Friday, February 16, 1968 edition of Time Magazine: *For New York City's 8,000,000 adversity-tempered citizens, the sanitation workers' strike was merely a nuisance at first. By the end of last week, it had turned into a genuine crisis. Nearly 100,000 tons of uncollected garbage lay in noisome heaps on sidewalks and in doorways. Trash fires flared all over town. Rats rummaged through pyramidal piles of refuse. Public-health authorities, warning of the danger of typhoid and other diseases, proclaimed the city's first general health emergency since a 1931 polio epidemic.*

Our next tier of importance contains those folks that – in the old schema – we referred to as clerical workers and domestic helpers such as:

Administrative Assistants, Sales Counter Clerks, Government Clerks, Maids, Cleaning People, Gardeners, Au Pairs and Nannies, Servers, Cooks, Librarians, and other such professions formerly considered “menial” work.

Without these dedicated laborers, the service structure fails and we degenerate into a paroxysm of helplessness. It is no great secret that without a competent support staff, any “professional” office is virtually paralyzed. The affluent could no longer affluence if they had to do their own chores. And if the guy or gal wasn't behind the counter to sell us our cigarettes, shoes, Advil, pizza, or taser we'd be relegated to growing or making our own.

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The front-page article, “Police Say Boy Killed Cat in Dryer”, in the Aug. 30th *Florida TODAY* certainly caught my attention. “11-year-old had fight with friend,” thus the Titusville boy broke into his friend’s house and killed Fuzzy, their family cat, who had never hurt anyone. Why would he be so cruel as to exact revenge upon his friend by putting Fuzzy to death in the clothes dryer? According to the boy, it was because the blade of his knife was too dull to slit Fuzzy’s throat! We do not know if our anonymous cat executioner has had any prior run-ins with the law.

To me, this is the latest example of increasing numbers of kids who, apparently without a conscience, commit acts of cruelty. While I find this trend very alarming, I am not at all surprised. I began noticing this progressively worsening trend back in the 1980s, and I believe this trend will continue.

I attribute this trend to our current “Child Abuse Culture” that has blown completely out of proportion the best of intentions. The child abuse laws on the books are extremely vague. For example, the line between acceptable discipline and child abuse is literally in the eye of the beholder. As bad as this may seem, there is an even worse aspect to this problem.

In our quest to assure the safety of our children, our children are actively encouraged at school and in other settings to report suspected cases of abuse: “Does Mommy or Daddy hurt you? Tell your teacher ... Call the Hotline.” Some years back, I knew a couple whose teenager had a minor brush with the law. Since neither the prosecutor nor the parents wanted Johnny to begin life with a rap sheet, it was agreed to pursue a pretrial intervention program.

At the meeting that followed, several papers were signed committing all parties to certain requirements, that, if met, would close the case without a criminal record. The tone of the meeting was deliberately stern to impress upon Johnny that what he did was serious. All this seemed to have its desired effect ... until the last paper was circulated for signature from all: a notification to call *1-800-96-ABUSE* should any “abuse” take place. At that point, both Johnny and his parents realized the entire session was little more than a joke.

Today, unlike a generation or two ago, a child no longer views his punishment as a consequence of his wrongful actions; it is now seen as a “crime” committed by his parents. This state of affairs, discon-

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necting the punishment from the misdeed, renders it impossible for a parent to impress upon his or her child that certain behaviors are, indeed, unacceptable. If we cannot effectively correct our children, how are they to know their limits? Unless the “Child Abuse Culture” is altered, our children will continue along this very frightening path.

My Summer Vacation:

SALARY ADJUSTMENT

Continued

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Now we come to the “professional” ranks. The people who chose to obtain a formal education instead of learning a trade by experience. I don’t mean to slight anyone who has academic ambitions, but as a proprietor of a business, whom would you rather hire: someone who studied what you do for 4 years, or someone who was actually *doing it* for 4 years? Yes, these people (amongst whom I am one of which) certainly deserve their remuneration; however, let’s not forget that most of them partied, drank copious quantities of beer, and spent a great deal of their time trying to get laid whilst occasionally attending a class or two. So, this tier of compensation consists of our beloved B.A., B.S., M.A., M.S., Ph D and other abbreviated scholars.

Finally, we come to: The Entertainers! Yes, people, the lowest rung of our newly stratified compensation schema contains those formerly glorified people who keep us amused but don’t really contribute anything to the world at large other than their gigantic egos. The movie and TV “stars,” athletes, celebrities, socialites, debutantes, royalty, and – of course – politicians.

This redistribution of compensation is based on simple common sense instead of notoriety.

Think about it.

the george

No matter what side of the argument you are on, you always find people on your side that you wish were on the other.

- Jascha Heifetz

A short while ago, I decided to do a brief article entitled *Not The George* because several people had asked me if I was *The George*, the author of a series of interesting pieces, first appearing this April. I hadn't read all of them, but I remembered a lively encounter with a tree frog, a rant about dealing with the medical insurance system, a piece on raising daughters, and last month, a riff on the current state of TV programming.

These were all topics which I might have written on myself and I wasn't surprised that some might mistake him for me. But alas, when I went to the videotape and reran it in slow motion, I discovered two pieces I had overlooked. Back in June, a piece on the criminal justice system went along nicely for a bit and then veered off into a totally misanthropic rant featuring various fantasized tortures inflicted on miscreants.

These are the sorts of thoughts you might entertain in private, but should be wary of putting in print. Then I found the August entry of this increasingly distressing series entitled *A Religious Rant*, which as you might guess, is an anti-religion rant. A truly embarrassing work, which wanders in and out of an attempted "low dialect", resorts to capitalized words for EMPHASIS, and uses mild vulgarities to indicate a level of disdain for whatever is being addressed.

Nevertheless, interesting works, as I said above. I only wish this angry commentator would get a little more sophisticated in his invective, and then feel free to sign his full name.

Part Five: “Kangaroo Court”

For those not familiar with the term, I assure you it does not mean a small street in some gated community named “The Outback”, rather the term has a more sinister meaning. According to Merriam-Webster Online, “*Kangaroo Court*” is defined as, “*A mock court in which the principles of law and justice are disregarded or perverted.*” Of course, the finance industry has another, presumably more palatable, term for this state of affairs: “*Arbitration Clause*”.

Arbitration clauses are found in an increasing number of contracts with consumers, especially in the banking and lending industry. An example of such an arbitration clause is as follows: “...*any claim, dispute, or controversy (whether in contract, tort or otherwise ... including statutory, common law, intentional tort, and equitable claims) arising from or relating to this Agreement ... or the validity, enforceability, or scope of this Arbitration Provision or this entire Agreement ... shall be resolved ...by binding arbitration pursuant to this Arbitration Provision.*”⁽¹⁾

In addition to the above language, many arbitration clauses provide that, when such disputes arise, the lender will choose the arbitrator who will hear the matter, and pay the arbitrator’s fees. In many, if not the majority of, cases, arbitration is binding only upon the consumer. For example, if the consumer fails to make the agreed-upon payments, the lender can still sue him using the court system. A literal reading of the example above would clearly preclude the consumer from challenging the validity of the contract, even when that contract may, in fact, be clearly illegal. Surely, you would conclude, this could not be the case, as the law supersedes any contract ... *or does it?*

On January 20, 2005, the Supreme Court of Florida addressed this issue in *Cardegna vs. Buckeye Check Cashing, Inc.* The contract between the parties was found to be illegal under Florida’s usury laws, notwithstanding the contract’s arbitration provision (quoted above). Specifically, the Court declared: “*A court’s failure to first determine whether the contract violates Florida’s usury laws could breathe life into a contract that not only violates state law, but also is criminal in nature, by use of an arbitration provision. This would lead to an absurd result. Legal authorities from the earliest time have*

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unanimously held that no court will lend its assistance in any way towards carrying out the terms of an illegal contract. Illegal promises will not be enforced in cases controlled by federal law.”⁽¹⁾

Concluding, the Court further stated: *“We conclude that Florida public policy and contract law prohibit breathing life into a potentially illegal contract by enforcing the included arbitration clause of the void contract.”⁽¹⁾* It would appear from this decision that the law does, indeed, supersede a contract. *Not so fast ...read on.*

Apparently, Buckeye Check Cashing was not willing to gracefully accept defeat. The case was appealed to the United States Supreme Court. That body rendered its decision on February 21, 2006, reversing the Florida Supreme Court: *“... We reaffirm today, that regardless of whether the challenge is brought in federal or state court, a challenge to the validity to the contract as a whole, and not specifically to the arbitration clause, must go to the arbitrator. The judgment of the Florida Supreme Court is reversed, ...”⁽²⁾* So there you have it. An arbitration clause in an illegal and void contract is both valid and enforceable, according to the highest court in the land. Did a perversion of justice occur here? I believe so; thus, the *Kangaroo Court*.

It is interesting to note that the problem here is nothing new, nor has it escaped the attention of Congress. The Federal Arbitration Act (“FAA”) was enacted in 1925 to ensure arbitration agreements in contracts involving commerce are legally enforceable. Until the 1990s, arbitration was mostly confined to labor contracts and contracts between businesses, where such contracts were the product of active negotiations. In such contracts, generally both parties were well advised of the ramifications of its provisions.

However, the 1990s were quite a different story. *“In 1995, the (U. S.) Supreme Court determined that a broad interpretation of section 2’s (of the FAA) ‘involving commerce’ language was appropriate. In Allied-Bruce Terminix Companies, Inc. v. Dobson, the Court held that the term ‘involving commerce’ signaled the full exercise of Congress’ power under the Commerce Clause.”⁽³⁾* Little wonder, then, that banks and other lenders, knowing fully well they could escape state regulations by doing so, began inserting arbitration clauses in the fine print of their credit card and other loan agreements.

Moreover, Congress is well aware of the problem these arbitration clauses pose. *“The Consumer Credit Fair Dispute Resolution Act of 2001, S. 192, was introduced on January 25, 2001 by Senators*

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(Russ) Feingold and (Patrick) Leahy. The Act would amend section 2 of the FAA to make invalid or unenforceable a written arbitration provision in any consumer credit contract. A 'consumer credit contract' is defined as 'any contract between the parties to a consumer credit transaction.' The term 'consumer credit transaction' means 'the right guaranteed to a natural person to incur debt and defer its payment, where the credit is intended primarily for personal, family, or household purposes.' ... A similar bill was introduced in the 106th Congress (2000). ”⁽³⁾

Interestingly enough, Senator Carl Levin of Michigan introduced a bill earlier this year entitled, “The Stop Unfair Practices in Credit Cards Act.” While this bill does contain several provisions that would benefit the consumer, there is no provision addressing arbitration clauses. Could it be the Kangaroo Court is here to stay?

Sources:

1. Supreme Court of Florida, No. SC02-2161, John Cardegna, et.al. vs. Buckeye Check Cashing, Inc., January 20, 2005.
2. Supreme Court of the United States, Buckeye Check Cashing, Inc. v. Cardegna, et.al., February 21, 2006.
3. Jon O. Shimabukuro, Legislative Attorney, American Law Division, Report for Congress: “The federal Arbitration Act: Background and Recent Developments”, updated June 17, 2002.

THE TENTH STORY

Continued

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SCAM had to cancel their RG in 2004 due to their hotel being severely damaged by the hurricanes. Well, they are now ready to resume their great RGs! More info to come, but keep your eyes open for the details for this one to return in October 2008. (not yet approved)

This month sees 2007's annual Mensa National Testing Day. The official date is October 20, but includes testing dates for a week or so before and after that date. Each member will have the opportunity to help make Mensa Testing Day a success. In your September issue of the Mensa Bulletin, you should have found two coupons worth \$5 off the Mensa Admission Test. Please do share these coupons with friends, family members, or colleagues who are interested in Mensa membership. Be sure to have them contact your local proctor coordinator to sign up.

Maggie Truelove

Labor Day Weekend found us in Ft. Lauderdale for the Florange La Trois RG, and it was delightful. A few interesting points to make about it: a 3 day RG, it had two tracks of excellent interesting speakers, it had a first time RG chair, who did a great job, and it had a first time Hospitality chair, who did an outstanding job. (Monday morning someone's comment about her was that she has now set the bar really high for other RGs to follow!) All of those facts are interesting things to make note of for future RGs. Kudos to Broward Mensa and all of the volunteers for such an outstanding job!

We had an interesting RVC Rap Session on Monday morning at the RG. Interesting questions were raised by some people, answers to which I have found and sent to the questioning members. Problems being faced by local groups were aired, and interestingly, many of these were things that will be dealt with at the Region 10 LDW on November 3 in Plant City. So far volunteer leaders and potential volunteer leaders from 6 of Florida's 12 groups are signed up to attend the LDW. I have high hopes that most if not all of our groups will have someone attending. If you would like more information about the LDW, check my RVC column in the September newsletters. If you have misplaced your September newsletter, the column is on the region 10 website (region10.us.mensa.org), either under RVC COLUMNNS or LDW UPDATE. At the time of this writing there are approximately 1/2 of the spaces still available to sign up, but don't delay! We are limited to 50 attendees.

There are many good things coming up in Region 10 -

In December the AMC will be meeting in Palm Beach County. AMC meetings are open to all members. If you are going to be in the Palm Beach area on December 1, why not stop in to see the AMC in action? You can also socialize with your national leaders in the evening after the meeting.

In January, CFM's Smarti Gras will be January 18-20, at a newly remodeled hotel, the Renaissance Orlando Hotel Airport, not far from Orlando International Airport.

In February, Northwest Florida Mensa will be back again with their Valentine RG, February 15-17. (not yet approved) Tampa Bay is beginning the planning for their next ARRRRR-G, in May 2008. (not yet approved)

And wonderful news: SCAM IS BACK! As many of you know,

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The ExComm met at the home of George Patterson on Wednesday, September 5, 2007. Called to order at 5:33 pm by LocSec George Patterson.

Members present: George Patterson, Joe Smith, and Bud Long. Thomas Wheat and Terry Valek were unable to attend.

Welcome Guest: Helen Lee Moore

Minutes for the August 1, 2007 meeting were approved as published in the September 2007 SCAM.

Reports:

Treasurer: Bud handed out the August Treasurers Report which showed total funds at the end of August of \$3381.57 He will be opening a separate RG account in the next week.

Testing: Helen Lee Moore (proctor coordinator) reported that one candidate was tested in August.

RG Committee: Bud Long, the RG committee chairman reported that he was working with several hotels in the Cocoa Beach area and expected to settle on a location within the next couple of weeks. He has recruited several members for the RG committee and certainly could use some more. It was suggested by Helen that if the needed volunteers were not forthcoming, a telephone canvassing might do the job. Bud attended the Broward RG in Ft. Lauderdale the previous weekend and obtained 13 early registrations. The October SCAM should include a registration form for the use of eager SCAM members.

Old Business: There was no old business.

New Business: Joe moved and Bud seconded that Suzanne Leitchling, Michael Moakley, and Helen Lee Moore be appointed as the By-laws Committee. Passed unanimously. Much attention was given to the fact that Suzanne, by virtue of being the first mentioned, was to be, according to Robert's Rules of Order, the chairman pro tem.

The meeting was adjourned at 5:43. Next meeting will be at George Patterson's house at 301 Sand Pine Rd., Indialantic on **Wednesday, Nov. 7, 2007** at 5:30 pm.

Editor's Note: The ExComm will not hold an October meeting.