# 1NC Shell

## 1NC—Topicality “Substantially Increase”

### “Substantial increase” in the context of the resolution means at least 500 million dollars.

Chase 3 (Brian, US Space Agent, March-April 2003, “Washington Update: The Columbia Investigation,” http://www.nss.org/adastra/volume15/v15n2/contents/v15n2f1.pdf)

The Columbia was lost just two days before NASA was slated to deliver its FY2004 budget proposal to Capitol Hill, so that proposal has gotten very little attention during the course of the accident investigation. However, that budget contains significant shifts in focus for NASA. Importantly, it also represents the first substantial increase in NASA’s funding in several years, going from $15 billion in FY03 to nearly $15.5 billion in FY04.

### And “increase” means to become larger or greater in quantity.

Encarta Online Dictionary. 2006 ["Increase." <http://encarta.msn.com/encnet/features/dictionary/DictionaryResults.aspx?refid=1861620741> //STRONG]

in•crease [ in krss ]

transitive and intransitive verb (past and past participle in•creased, present participle in•creas•ing, 3rd person present singular in•creas•es)Definition: make or become larger or greater: to become, or make something become, larger in number, quantity, or degree

noun (plural in•creas•es)

### The plan does not meet this interpretation because it does not increase space exploration and development by at least 500 million dollars.

(Explain: e.g., “The plan treats outer space as the common heritage of humankind—that does not quantitatively increase by 500 million dollars U.S. exploration and/or development of space”, or “The plan incorporates astrosociological perspectives into U.S. space policy—that does not quantitatively increase by 500 million dollars U.S. exploration and/or development of space.”

### Prefer our interpretation and vote negative—

**First, Ground**: Qualitative increases avoid the link to core disadvantages and sidestep the central controversy regarding space policy—tanks education by gutting neg ground.

**Second, Limits**: The topic is already huge and qualitative increases make it undebatable—it explodes our research burden and makes the topic bidirectional—they can read both anti-capitalism and pro-free market cases, forcing the neg to prepare for both sides of every philosophical issue involved in space policy.

# 2NC/1NR Blocks

## They Say: “C/I: Increase = Make Better”

### 1. T should be viewed in a vacuum—

Their interpretation makes the aff have to prove that they solve and make the world net better in order to be topical—that mixes burdens and is a bad model for assessing topicality.

### **2. This is subjective and unlimiting—**

Someone will always consider something to be “better” and “of importance”—this makes any case remotely related to space topical. Objective definitions are the only way to maintain a clear brightline which can set predictable research expectations.

### 3. Comparative evidence: increase means to become greater not better.

Eaton 9 [“Zoning 101: Area, Height, Placement” Jack Eaton- Union Lawyer; July 31, http://annarborchronicle.com/2009/07/26/zoning-101-area-height-placement/ //STRONG] (this was a letter to the writer, not an article and was not reviewed by a publisher)

I admit that, unlike you, I am not a professional urban planner. Thus, when I speak of the New Urbanism, it is in the context of how the Ann Arbor planning staff is using the term to support the proposed zoning changes, not how those theories are discussed in textbooks. Our planning department has offered the Area, Height and Placement proposal as new urbanist, even though the proposal does not address quality. The AHP proposals contain quantitative changes, not qualitative changes. Like you, I have actually read the AHP proposal. I have also attended all six meetings where the plan was explained. The changes in that proposal increase size, decrease setbacks and increase commercial FAR. Not a word in the changes address any aspect that would improve the quality of the developments built under the new zoning specifications. We will end up with more, not with better.

### 4. Increase means net increase.

Words and Phrases 08 (v. 20a, p. 264-265)

Cal.App.2 Dist. 1991. Term “increase,” as used in statute giving the Energy Commission modification jurisdiction over any alteration, replacement, or improvement of equipment that results in “increase” of 50 megawatts or more in electric generating capacity of existing thermal power plant, refers to “net increase” in power plant’s total generating capacity; in deciding whether there has been the requisite 50-megawatt increase as a result of new units being incorporated into a plant, Energy Commission cannot ignore decreases in capacity caused by retirement or deactivation of other units at plant. West’s Ann.Cal.Pub.Res.Code § 25123.

### 5. The aff isn’t pre-existing, kills predictability and neg ground.

Ripple 87 (Circuit Judge, Emmlee K. Cameron, Plaintiff-Appellant, v. Frances Slocum Bank & Trust Company, State Automobile Insurance Association, and Glassley Agency of Whitley, Indiana, Defendants-Appellees, 824 F.2d 570; 1987 U.S. App. LEXIS 9816, 9/24, lexis)

Also related to the waiver issue is appellees' defense relying on a provision of the insurance policy that suspends coverage where the risk is increased by any means within the knowledge or control of the insured. However, the term "increase" connotes change. To show change, appellees would have been required to present evidence of the condition of the building at the time the policy was issued. See 5 J. Appleman & J. Appleman, Insurance Law and Practice, § 2941 at 4-5 (1970). Because no such evidence was presented, this court cannot determine, on this record, whether the risk has, in fact, been increased. Indeed, the answer to this question may depend on Mr. Glassley's knowledge of the condition of the building at the time the policy was issued, see 17 J. Appleman & J. Appleman, Insurance Law and Practice, § 9602 at 515-16 (1981), since the fundamental issue is whether the appellees contemplated insuring the risk which incurred the loss.

## They Say: “C/I: Substantial = Important”

### 1. T should be viewed in a vacuum—

Their interpretation makes the aff have to prove that they solve and make the world net better in order to be topical—that mixes burdens and is a bad model for assessing topicality.

### **2. This is subjective and unlimiting—**

Someone will always consider something to be “better” and “of importance”—this makes any case remotely related to space topical. Objective definitions are the only way to maintain a clear brightline which can set predictable research expectations.

### 3. You have to create physical change to be substantial.

Ballantine’s 94 (Thesaurus for Legal Research and Writing, p. 173)

substantial [sub . stan . shel] adj. abundant, consequential, durable, extraordinary, heavyweight, plentiful (“a substantial supply”); actual, concrete, existent, physical, righteous, sensible, tangible (“substantial problem”); affluent, comfortable, easy, opulent, prosperous, solvent.

### 4. The etymology of the word is quantitative.

Etymology 2010 [Word Origin & History; “substantial” Online Etymology Dictionary, http://dictionary.reference.com/browse/substantial //STRONG]

Substantial: mid-14c., "ample, sizeable," from O.Fr. substantiel (13c.), from L. substantialis "having substance or reality, material," from substantia (see substance). Meaning "existing, having real existence" is from late 14c.

### 5. Even if they are qualitative, “space development” must include actual activities.

SDPA 5 (Space Development Promotion Act of the Republic of Korea, Journal of Space Law, 33, 5-31, http://www.spacelaw.olemiss.edu/library/space/Korea/Laws/33jsl175.pdf)

Article 2 (Definitions)

Definitions of terms used in this Act are as follows:

(a) The term “space development” means one of the following:

(i) Research and technology development activities related to design, production, launch, operation, etc. of space objects;

(ii) Use and exploration of outer space and activities to facilitate them;

(b) The term “space development project” means a project to promote space development or a project to pursue the development of education, technology, information, industry, etc. related to space development;

(c) The term “space object” means an object designed and manufactured for use in outer space, including a launch vehicle, a satellite, a space ship and their components;

(d) The term “space accident” means an occurrence of damage to life, body or property due to crash, collision or explosion of a space object or other situation;

(e) The term “satellite information” means image, voice, sound or data acquired by using a satellite, or in formation made of their combination, including processed or applied information.

### An**d “space exploration” must be physical.**

Columbia Encyclopedia 8 [Space exploration; The Columbia Encyclopedia, Sixth Edition; http://www.encyclopedia.com/topic/space\_exploration.aspx //STRONG]

Space exploration the investigation of physical conditions in space and on stars, planets, and other celestial bodies through the use of artificial satellites (spacecraft that orbit the earth), space probes (spacecraft that pass through the solar system and that may or may not orbit another celestial body), and spacecraft with human crews.

## They Say: “Definition is Arbitrary”

### 1. Setting a limit on T outweighs—

It is better to have a predictable definition of the topic that is somewhat arbitrary than to have no definition at all—their interpretation explodes the neg’s research burden and skews the topic too far in favor of the aff.

### 2. Our ev is in the context of NASA—it’s not arbitrary.

Devinsky 2 (Paul, “Is Claim "Substantially" Definite?  Ask Person of Skill in the Art”, IP Update, 5(11), November, http://www.mwe.com/index.cfm/fuseaction/publications.nldetail/object\_id/c2c73bdb-9b1a-42bf-a2b7-075812dc0e2d.cfm)

In reversing a summary judgment of invalidity, the U.S. Court of Appeals for the Federal Circuit found that the district court, by failing to look beyond the intrinsic claim construction evidence to consider what a person of skill in the art would understand in a "technologic context," erroneously concluded the term "substantially" made a claim fatally indefinite.  Verve, LLC v. Crane Cams, Inc., Case No. 01-1417 (Fed. Cir. November 14, 2002). The patent in suit related to an improved push rod for an internal combustion engine.  The patent claims a hollow push rod whose overall diameter is larger at the middle than at the ends and has "substantially constant wall thickness" throughout the rod and rounded seats at the tips.  The district court found that the expression "substantially constant wall thickness" was not supported in the specification and prosecution history by a sufficiently clear definition of "substantially" and was, therefore, indefinite.  The district court recognized that the use of the term "substantially" may be definite in some cases but ruled that in this case it was indefinite because it was not further defined. The Federal Circuit reversed, concluding that the district court erred in requiring that the meaning of the term "substantially" in a particular "technologic context" be found solely in intrinsic evidence:  "While reference to intrinsic evidence is primary in interpreting claims, the criterion is the meaning of words as they would be understood by persons in the field of the invention."  Thus, the Federal Circuit instructed that "resolution of any ambiguity arising from the claims and specification may be aided by extrinsic evidence of usage and meaning of a term in the context of the invention."  The Federal Circuit remanded the case to the district court with instruction that **"[t]he question is not whether the word 'substantially' has a fixed meanin**g as applied to 'constant wall thickness,' **but how the phrase would be understood by persons experienced in this field** of mechanics, upon reading the patent documents."

### 3. Context to the topic checks arbitrariness.

Tarlow 2k (Nationally prominent criminal defense lawyer practicing in Los Angeles, CA. He is a frequent author and lecturer on criminal law. He was formerly a prosecutor in the United States Attorney's Office and is a member of The Champion Advisory Board Barry, The Champion January/February, lexis)

In Victor, the trial court instructed that: "A reasonable doubt is an actual and substantial doubt . . . as distinguished from a doubt arising from mere  [\*64]  possibility, from bare imagination, or from fanciful conjecture." Victor argued on appeal after receiving the death penalty that equating a reasonable doubt with a "substantial doubt" overstated the degree of doubt necessary for acquittal. Although the court agreed that the instruction was problematic given that "substantial," could be defined as "that specified to a large degree," it also ruled that any ambiguity was removed by reading the phrase in the context of the sentence in which it appeared. Finding such an explicit distinction between a substantial doubt and a fanciful conjecture was not present in the Cage instruction, it held that the context makes clear that "substantial" was used in the sense of existence rather than in magnitude of the doubt and, therefore, it was not unconstitutional as applied. [Id. at 1250](http://www.lexisnexis.com.proxy.lib.umich.edu/lnacui2api/mungo/lexseestat.do?bct=A&risb=21_T11113058883&homeCsi=154153&A=0.08807382399355024&urlEnc=ISO-8859-1&&citeString=114%20S.%20Ct.%201239,at%201250&countryCode=USA" \t "_parent).

## They Say: “No Solid Definition”

### 1. Specific evidence checks—

The only reason “substantial” T debates are bad is that definitions are out of context—ours is from NASA and is talking about space funds so there’s no race to the bottom.

(read or cross-apply answers to “Definition is Arbitrary”)

## They Say: “Reasonability”

### 1. Their plan is not reasonable—

Tiny affs that don’t quantitatively increase development or exploration set an unreasonable research burden that makes debates too easy for the aff.

### 2. This is infinitely regressive—

There is no bright line for determining what is and isn’t “reasonable” and teams will always push these limits to catch the negative under prepared. The combination of all “reasonable” interpretations would saddle the negative with a massive research burden—their model of topicality inevitably devolves to the lowest common denominator of reasonableness, ensuring an overly broad topic.

### 3. No baseline for comparison—

Determining the desirability of an interpretation requires the presence of another interpretation with which to make a comparison—their model of resolving topicality allows the judge to determine this measuring stick and deprives the negative of an opportunity to respond. A comparison of interpretations is inevitable—the only question is whether this issue is debated openly or relegated to a subjective third party assessment.

### 4. Renders topicality debates a coin flip—

The reasonableness of an affirmative is not debatable because it relies on a subjective foundation—each individual has an idea of what is and is not reasonable which results in shifting goalposts.

### 5. The term “reasonable” is vague and arbitrary—we have evidentiary support.

Stone 1923 — Justice in the Circuit Court of Appeals, Eighth Circuit [Sussex Land & Live Stock Co. v. Midwest Refining Co., 294 F. 597; 1923 U.S. App. LEXIS 2531; 34 A.L.R. 249, No. 6192; No. 6193, Circuit Court of Appeals, Eighth Circuit, December 5, Available Online via Lexis-Nexis]

Where the use of land affects others, the use must be "reasonable" to escape liability for resultant damage to others. What is "reasonable" depends upon a variety of considerations and circumstances. It is an elastic term which is of uncertain value in a definition. It has been well said that "reasonable," means with regard to all the interest affected, his own and his neighbor's and also having in view public policy. But, elastic as this rule is, both reason and authority have declared certain limitations beyond which it cannot extend. One of these limitations is that it is "unreasonable" and unlawful for one owner to physically invade the land of another owner. There can be no damnum absque injuria where there is such a trespass.

# Backline T Cards

## “Increase” Means Pre-Existing

### An increase must be from a pre-existing program.

Ripple 87 (Circuit Judge, Emmlee K. Cameron, Plaintiff-Appellant, v. Frances Slocum Bank & Trust Company, State Automobile Insurance Association, and Glassley Agency of Whitley, Indiana, Defendants-Appellees, 824 F.2d 570; 1987 U.S. App. LEXIS 9816, 9/24, lexis)

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## “Exploration” Must Be Physical

### **Exploration must be physical**

Columbia Encyclopedia 8 [Space exploration; The Columbia Encyclopedia, Sixth Edition; http://www.encyclopedia.com/topic/space\_exploration.aspx //STRONG]

Space exploration the investigation of physical conditions in space and on stars, planets, and other celestial bodies through the use of artificial satellites (spacecraft that orbit the earth), space probes (spacecraft that pass through the solar system and that may or may not orbit another celestial body), and spacecraft with human crews.

## “Development” Means A Specific Activity

### Space development must include actual activities.

SDPA 5 (Space Development Promotion Act of the Republic of Korea, Journal of Space Law, 33, 5-31, http://www.spacelaw.olemiss.edu/library/space/Korea/Laws/33jsl175.pdf)

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(e) The term “satellite information” means image, voice, sound or data acquired by using a satellite, or in formation made of their combination, including processed or applied information.

## “Substantial” Must Be Quantitative

### Must be material.

Random House Unabridged Dictionary 6 [Dictionary.com Unabridged, “substantial”, <http://dictionary.reference.com/search?q=substantially&r=66> //STRONG]

1. of ample or considerable amount, quantity, size, etc.: a substantial sum of money.

2. of a corporeal or material nature; tangible; real.

3. of solid character or quality; firm, stout, or strong: a substantial physique.

4. basic or essential; fundamental: two stories in substantial agreement.

5. wealthy or influential: one of the substantial men of the town.

6. of real worth, value, or effect: substantial reasons.

7. pertaining to the substance, matter, or material of a thing.

8. of or pertaining to the essence of a thing; essential, material, or important.

9. being a substance; having independent existence.

10. Philosophy. pertaining to or of the nature of substance rather than an accident or attribute.

### Substantial is quantitative

Merriam-Webster 8 [“substantial”, 2008, <http://www.merriam-webster.com/cgi-bin/dictionary?book=Dictionary&va=substantially> //STRONG]

Main Entry: sub•stan•tial

1 a: consisting of or relating to substance b: not imaginary or illusory : real, true c: important, essential

2: ample to satisfy and nourish : full <a substantial meal>

3 a: possessed of means : well-to-do b: considerable in quantity : significantly great <earned a substantial wage>

4: firmly constructed : sturdy <a substantial house>

5: being largely but not wholly that which is specified <a substantial lie>

### Substantial must be quantifiable.

Random House Dictionary 11 [“substantial” Dictionary.com Unabridged Based on the Random House Dictionary, © Random House, Inc. 2011. <http://dictionary.reference.com/browse/substantial> //STRONG]

sub·stan·tial [suhb-stan-shuhl] –adjective

1. of ample or considerable amount, quantity, size, etc.: a substantial sum of money.

2. of a corporeal or material nature; tangible; real.

3. of solid character or quality; firm, stout, or strong: a substantial physique.

### It’s quantitative.

Merriam-Webster’s 96 [Merriam-Webster's Dictionary of Law, © 1996 Merriam-Webster, Inc. Legal Dictionary; “Main Entry: sub·stan·tial” <http://dictionary.reference.com/browse/substantial> //STRONG]

Pronunciation: s&b-'stan-ch&l

Function: adjective

1 a : of or relating to substance b : not illusory : having merit substantial constitutional claim> c : having importance or significance : MATERIAL substantial step had not been taken toward commission of the crime —W. Railroad LaFave and A. W. Scott, Junior>

2 : considerable in quantity : significantly great substantial abuse of the provisions of this chapter —U.S. Code> —compare DE MINIMIS — sub·stan·ti·al·i·ty /-"stan-chE-'a-l&-tE/ noun — sub·stan·tial·ly adverb