

Bathroom Reader

JUDGE POSNER PRESSES THE PRO SE ISSUE



In his self-published book, *Reforming the Federal Judiciary: My Former Court Needs to Overhaul Its Staff Attorney Program and Begin Televising Its Oral Arguments*, recently-retired Judge Posner discusses in great detail his disputes with colleagues regarding the treatment of pro se appellants.

In an effort to effectuate greater fairness for pro se litigants, Posner wanted to review and rewrite the memos of 7th Circuit staff attorneys. Posner says, "Sometimes I found that these staff attorney memos were unsatisfactory, they were inaccurate, they were unfair to the pro se's, they were just badly written and hard to understand." Posner included some of those unsatisfactory memos in his book, claiming "I don't think there is any impropriety in that, telling the world that staff attorneys ... make mistakes."

But Posner's colleagues supposedly did not approve of this approach nor do they approve of his tell-all book, which includes email

correspondence between the judges. One email from Chief Judge Diane Wood warned that the Judicial Conference's conduct committee believed release of confidential internal materials would be an ethics violation.

Matthew Stiegler, a critic from CA3 blog, claims that Posner's book is "bats— crazy." Stiegler cites Posner's choice "to reveal the initial panel vote in a still-not-yet-decided appeal that he identifies by name... What compelling reason led him to include this stunning disclosure in a book ostensibly about pro se's and televising arguments, when this case has nothing to do with either? Because [Posner says he has] 'decided to note two recent clashes with colleagues.' This is not Posner-being-Posner, this is madness.."

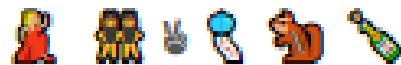
Amid such criticism, Posner appears unfazed. When asked if he would appear in court to represent a pro se litigant, Judge Posner indicated that he would gladly do so. "I feel equipped to make a difference," he explained to the ABA Journal. It seems that even in retirement, Judge Posner has no intention of slowing down.

TALK EMOJI TO ME



How should a landlord interpret a text message from a prospective tenant that contains the words "Good morning interested in the house just need to

discuss the details ... When's a good time for you?" and includes the following string of emoji:



Upon receiving this message, one landlord in Israel took down the ad for his rental space. When the inquiring couple stopped responding to his text messages, the landlord sued in small claims court. In *Dahan v. Shacharoff*, the plaintiff claimed that the defendant's message induced his reasonable reliance on their intent to rent from him and that reliance cost him the opportunity to sell sooner to more serious renters.

Surprisingly, the judge agreed. Although the emoji-laden texts did not create a binding agreement, Judge Amir Weizebluth reasoned that they "support[ed] the conclusion that the defendants acted in bad faith. . . The text message sent by Defendant 2 on June 5, 2016, was accompanied by quite a few symbols... These included a "smiley", a bottle of champagne, dancing figures, and more. These icons convey great optimism."

So begins the tentative exploration of the legal meaning of emoji. The legal community will be increasingly challenged to decipher the subjective meaning that these ubiquitous images have for us all. In the meantime, make sure your intent is clear when you use one of these:



