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# Dictaphun

Dicta Editorial Board

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## WHAT'S THIS?

The alert *Daily Journal* chronicles a mystery as follows:

"Order of Rec & His Sweeties for Discn
Dist Ct—Z Briliant vs Jennie Beans et al"

## DISSENTING OPINION DEPARTMENT

Dictaphun offers the free use to courts of appeal in Colorado and Federal appellate courts in the 10th Circuit of a quotation attributed to an English bishop and printed in XXV *American Mercury* 242. To wit:

"Starting from a false premise," said the Bishop, "he pursues his argument with all the relentless logic of the lunatic asylum."

## THE ACCURACY OF THIS STATEMENT HAS BEEN DOUBTED

"Even Appellate Judges are human," reads a sentence in a circular addressed to the bar by an enterprising firm* of Denver brief printers.

*Name suppressed by Advertising Dept.

## REPORTED POETRY SECTION

We have had occasion to refer to, and have even printed, some lyrical gems found in judicial opinions. We respectfully submit that the one reproduced below from *Willis v. O'Connell,* 231 Fed. 1004, 1008, should not be scorned. That is to say:

"A Recipe That Will Save You a Dollar.

"Take alcohol, liquor or plain tiger booze,
And label it 'Tan-lac' for 'internal use,'
Not forgetting to add in the smallest dimension
Licorice, glycerine, aloes and gentian,
And when you have finished you'll find you've devised
Common old whiskey but thinly disguised."

Which has a tendency, the Editors believe, to recall to mind Judge Garrigues' remarks in *McLean v. People,* 66 Colo. 486, 488: ". . . it is a familiar fact that it (Jamaica ginger) is often used as a substitute for whiskey . . . it is capable of being . . . drunk as an intoxicating liquor. This is done by weakening the solution with ⅔ water; the ginger is precipitated to the

bottom of the glass . . . and the alcohol is drunk off the top which makes a pretty good substitute for a drink of whiskey . . ."

## WALL STREET DENOUNCED

Arthur Aldrich, Esq., of the Denver and Stockyards bars has voiced his opinion that the Supreme Court of Oregon is too closely allied with the financial interests. His assertion is supported, he avers, by *Taylor v. Nelson,* 5 Pac. (2d) 707, in which it is noted the court met "In Bank."

The Editors observe that the more cautious courts of appeal conceal their affiliations by meeting "En Banc."

## THE STATE OF THE LAW IN IOWA; *OR, HOW TO SHOOT CRAPS*

"Edwards furnished the dice which defendant swears he himself carried away at the close of the game (and, indeed, it seems that the dice were all that was left to him when the game was over), when examination revealed that they were 'dirty,' 'loaded,' 'or marked,' to make the game a sure thing for their owner. Being asked by his counsel to explain or describe the game, he proceeded, with apparent surprise at the professed ignorance of his counsel, to elucidate the mystery and science of it, in the following luminous manner:

"A. It is what is called a crap game. You play this game with dice.

"Q. How many?

"A. Two.

"Q. You shake these dice from a box?

"A. No, you have them in your hand and throw them that way (indicating). There is no limit to the number that can play the game.

"Q. How does the game go? How is the winner and loser determined?

"A. You don't understand the game?

"Q. I don't understand the game at all. That is why I am asking you so particularly.

"A. Well, it is seven come eleven when they first come out, see, and if you don't make it, see, if you make a six you lose, see.

"Q. Well, you take turns about throwing the dice?

"A. Yes, there is the dice, see, and I lose if I don't get my seven. You have as many throws as you want until you make that seven, if they first come that way. You can bet all the way from 2 cents to $1,000 if you want to. No, we didn't have the money on the table. We just started a game—I had a little silver at first, but not much, but I lost that, and we kept on playing, see, and when we got through I gave him the checks, see . . ."

Wherefore, the premises considered, the court held that the checks were void in the plaintiff's hands, even though they had been transferred to him in good faith as his fee for defending the payee on a charge of gambling with the maker.—*Plank v. Swift,* 174 N. W. (Iowa) 236, 8 A. L. R. 309.