Cases on the Law of Admiralty, by George deForest Lord and George C. Sprague

Paul L. Sayre
Indianapolis Bar Association
Of these admirable addresses perhaps the two that have the greatest general influence are those by Judge Cardozo on "The Ministry of Justice" and by Sir John W. Salmond of the codification of the common law. Both have been received with a great deal of critical approval and both are unlikely of realization in the near future. Many of the ends which Judge Cardozo hopes to accomplish by the ministry of justice are now being supported in some measure by the American Law Institute and the work of several of the leading law schools. The suggestions of Sir John Salmond are very much in keeping with the analytical school of jurisprudence which that jurist may be said to represent in large measure. There is some codification of the common law going on all the time but whether we will be willing to dispense with previous common law precedents entirely is to be doubted even though the common law were as fully codified as one can readily imagine.

All of the other addresses are of great merit and those that deal with New York practice are of special interest to lawyers in that state. For our purposes in Indiana, we might take a hint from this practice of the association of the bar of the city of New York in arranging for addresses on strictly legal subjects at their several meetings during the year. It will be noticed that these addresses are not of a popular or political nature, nor are they purely literary in character intended to interest and delight an audience apart from their content. In Indiana the Gary Bar Association has gone a long way in securing substantial addresses by able men at their several meetings. Similarly a number of county bar associations in the state have made excellent progress along the same line. This volume of legal papers shows what can be done in the field through the medium of bar association meetings.


This is a new case book in a field of the law where no significant collection of cases has been published since the basic work, *Cases on the Law of Admiralty* by Dean Ames, which was published in 1901. This case book by Dean Ames in turn was the first significant collection of cases on the subject at the time it was published and has remained so to this day. Not only are Ames' cases more than twenty-five years old at this time; but, divided in three parts, the total volume contained only 341 pages without detailed references to articles in legal periodicals or detailed analyses of other important cases not included in full in the case book. This new case book by Professors Lord and Sprague, however, is a much more considerable work containing 837 pages. The advantage here is not only in the added number of cases given but in the fact that the foot-notes are far more elaborate than in Ames' case book and they contain detailed references to other decisions and other work of legal writers in periodicals as well as treatises. These references are largely to cases and legal writings that have occurred since the publication of the case book by Dean Ames. The whole field of the conflict between the scope of admiralty jurisdiction and the development of common law jurisdiction in the borderland cases where the action might be brought in either admiralty or
common law courts has developed for the most part since 1900 and is now
of the first importance. These cases are of interest not only to the ad-
miralty lawyer in his actual practice but to the constitutional lawyer and
to the student of the development of the system of the common law
(Knickerbocker Ice Co. v. Stewart, 253 U. S. 149; Southern Pacific Co. v.
Jensen, 244 U. S. 205).

This case book is divided into twelve chapters dealing with Jurisdiction,
Maritime Means, Right of Maritime Workers, Carriage of Goods, Charter
Parties, Salvage, General Average, Marine Insurance, Pilotage, Towage,
Collision, Limitation and Liability. One of the most significant parts of
the volume is the appendix which covers nearly 100 pages and which con-
tains a number of charts, maritime and comparative tables of great prac-
tical and pedagogical value. It is roughly estimated that a good deal more
than half of these cases have been decided since 1901, and the date of Dean
Ames' case book. The foot-notes with references to current discussions
in legal periodicals are extensive. Comment upon the plan of the book
and the value of the cases selected will have to be deferred to a review at
a later time.

Elements of A Contract, An Essay on The, And A Statement
of Principles Covering Its Formation, by Victor Morawetz.
Price, $2.00.

This is an excellent monograph dealing with the formation of contracts.
It is divided into six chapters as follows: (1) Fundamental Conceptions,
(2) The Formation of Contracts, (3) Specifications of Terms of a Promise
or an Offer or an Agreement, (4) Intent and Understanding and Expres-
sion of the Intent as Elements of a Contract, (5) Effects of Erroneous Be-
lief or Ignorance of Facts or of Impossibility or Illegality of Performance,
and (6) Consideration for a Promise. The more fundamental division of
the book is into 110 different sections which deal with the more clearly
defined legal concepts. The following titles among these sections are rep-
resentative: Duration of an Offer, Who can Accept an Offer, Ignorance
of Facts Affecting Basis of Contracts. The first ten sections which com-
prise chapter one have a different significance from the rest of the book
inasmuch as they cover in parallel form the same ground as the tentative
restatement of the law of contracts which has been drafted by Professor
Williston and his advisors on behalf of the American Law Institute. In
handling these first ten sections the author refers to the passage in the
Restatement of the Law as submitted by the American Law Institute and
then indicates his preference in stating the same principle, giving his
reason for preferring his version over that of the American Law Institute.
In connection with this difference, perhaps it may be said in general that
Mr. Morawetz prefers to state the law of contracts in the language of
procedure rather than in the language of substantive rights and he prefers
to retain the principle of consideration as now generally enunciated by
the courts. He considers quite carefully the cases which the American
Law Institute gives as involving legally enforceable contracts where no
consideration was required and he concludes from the facts of these cases
either that they involved valuable consideration or that the courts upheld
the contracts in the belief that they involved consideration.

The balance of this admirable essay deals with brief and clear state-