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

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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 sup-
ported 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.

By George deForest Lord and George C. Sprague. West Pub-
$5.50.

This is a new case book in a field of the law where no significant col-
lection 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 with-
out 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 period-
icals 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 bor-
derland cases where the action might be brought in either admiralty or
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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 admiralty 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 contains a number of charts, maritime and comparative tables of great practical 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.


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 Expression of the Intent as Elements of a Contract, (5) Effects of Erroneous Belief 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 representative: Duration of an Offer, Who can Accept an Offer, Ignorance of Facts Affecting Basis of Contracts. The first ten sections which comprise 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-