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JUDICIAL PERSPECTIVE: *DOIRON* AND MARITIME CONTRACTS

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I. INTRODUCTION TO ADMIRALTY JURISDICTION AND CHOICE OF LAW

Article III of the United States Constitution extends the judicial power of the United States to "all Cases of admiralty and maritime Jurisdiction."[1] This provision in the Constitution marked a significant centralization of admiralty authority from the colonial era and from the period of the Articles of Confederation during which maritime claims were adjudicated in the admiralty courts of each colony or state.[2]

Although Article III of the Constitution extended the judicial power of the United States to all admiralty and maritime cases, it did not create the lower federal courts or invest them with jurisdiction. When the First Congress created the lower federal courts, it granted them "exclusive original cognizance of all civil causes of admiralty and maritime jurisdiction" in the Judiciary Act of 1789.[3] By this statute, "the entire admiralty power of the Constitution was lodged in the Federal Courts."[4]

The extent of the investiture of admiralty and maritime authority in the federal courts based on the Constitution and Judiciary Act was addressed in the "learned and exhaustive opinion of Justice Story"[5] in *DeLovio v. Boit*.[6] Justice Story, sitting as a

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[1] U.S. CONST. art. III, § 2.

[2] *See generally* Harrington Putnam, *How the Federal Courts Were Given Their Admiralty Jurisdiction*, 10 Cornell L.Q. 460 (1925).

[3] Act of Sept. 24, 1789, ch. 20, § 9, 1 Stat. 73, currently codified at 28 U.S.C. § 1333(1).

[4] The Belfast, 74 U.S. (7 Wall.) 624, 638 (1869).

[5] Ins. Co. v. Dunham, 78 U.S. (11 Wall.) 1, 35 (1871). Justice Bradley, author of *Dunham*, also stated that Justice Story's opinion "will always stand as a monument of his great erudition." *Id.*

circuit judge, was presented with the question whether a dispute over a maritime insurance contract fell within the admiralty jurisdiction of the federal courts, but he used the case as an opportunity to distance American courts from the English admiralty courts whose jurisdiction had been circumscribed by the expanding authority of the English common-law courts. Reasoning that Article III of the Constitution "superadded"[7] the term "maritime" to the word "admiralty," Justice Story found "no solid reason for construing the terms of the constitution in a narrow and limited sense, or for ingrafting upon them the restrictions of English statutes . . . ."[8] He concluded: "The advantages resulting to the commerce and navigation of the United States, from a uniformity of rules and decisions in all maritime questions, authorize us to believe that national policy, as well as judicial logic, require the clause of the constitution to be so construed, as to embrace all maritime contracts, torts and injuries . . . ."[9] Thus, Justice Story's opinion established a broad reach for federal admiralty jurisdiction and principles of maritime law at the expense of common-law courts and state law.

Justice Story also planted the seeds in *DeLovio v. Boit* for the development of divergent principles to determine whether contracts and torts fall within the admiralty jurisdiction. After pronouncing that the admiralty and maritime jurisdiction "comprehends all maritime contracts, torts, and injuries," he added: "The latter branch is necessarily bounded by locality; the former extends over all contracts, (wheresoever they may be made or executed, or whatsoever may be the form of the stipulations,)

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[6] 7 F. Cas. 418 (C.C.D. Mass. 1815) (No. 3,776).

[7] *Id.* at 442.

[8] *Id.* at 443.

[9] *Id.*

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