

**THE MARITIME LAW ASSOCIATION  
OF THE UNITED STATES**

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**MEMORIALS OF EARL APPLEMAN AND  
GEORGE B. OGDEN**

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*MEMORIAL OF EARL APPLEMAN*

By MARK W. MACLAY

Earl Appleman, long a member of this Association, died suddenly of coronary thrombosis at his home, 11 Hamilton Avenue, Bronxville, N. Y., on July 13, 1938, at the age of 51.

He was born near LaGrange, Indiana, March 2, 1887, the son of Stratton L. and Ella Goodsell Appleman. He attended DePauw University, from which he received his A.B. in 1911, and Columbia Law School, from which he received his LL.B. in 1917. He had made definite arrangements to begin practicing law here in the autumn of that year, but upon the entrance of the United States into the World War he cancelled these plans and enlisted in the Army Air Corps, in which he became a 2nd Lieutenant. He was stationed on Long Island and was awaiting sailing orders at the time of the Armistice.

Mr. Appleman was married in 1924 to Miss Jane Hope of Sunny South, Alabama. They had two sons, Crawford and Richard.

At the end of his military service Mr. Appleman in 1919 became associated with the firm of Kirlin, Woolsey & Hickox, and remained with that firm and its successor until 1929. About 1930 he became counsel for the Marine Branch of the Insurance Company of North America and interested himself particularly in the

subject of inland marine insurance. In 1934 he published an extremely useful book under the title of "Inland Marine Insurance", and at the time of his death had just completed an address, which is in effect a supplement to his textbook. This address on some unsettled questions in the law of inland marine insurance was scheduled for presentation before the American Bar Association's Section of Insurance Law at the annual convention at Cleveland on July 17, 1938. Owing to his untimely death four days before, his scholarly paper was presented for him at the convention by the chairman of the Association's Committee on Marine Insurance and Inland Marine Insurance.

Mr. Appleman was a member of the Leonard S. Morange Post of the American Legion, the Bronxville Field Club, and for several years was a director of the Community Welfare Fund. He belonged to Delta Tau Delta Fraternity.

From the minutes it appears that Mr. Appleman attended the meeting of this Association held May 4, 1923, which was the first after his election, and thereafter was a regular attendant at its gatherings.

Mr. Appleman's textbook is typical of his clear, painstaking and accurate powers of analysis. He had a keen and alert legal mind. In his objective approach to legal and other questions and in his relentless search for the true answer, he manifested the characteristics of a philosopher. Even more important, however, than his strictly professional attainments, was his sympathetic and friendly attitude and unfailing good temper in all his relations with other people.

The loss of our scholarly expert on inland marine insurance and of our pleasant and congenial friend has been and will be keenly felt by our membership.

May 8, 1939.

MEMORIAL OF GEORGE B. OGDEN

By THEODORE L. BAILEY

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George Barnewall Ogden, a member of this Association since 1911, died at his home in New York City on December 26, 1938. He was born August 12, 1855, at Fort Hamilton, New York, graduated at Harvard in the class of 1877 and immediately entered upon the adjustment of marine losses, which pursuit he continued throughout his life, coming to be recognized as the dean of his profession. He started business with the Orient Mutual Insurance Company, of which his father, Alfred Ogden, was Vice-President.

Mr. Ogden had been a partner in Chubb & Son since 1901, having particular charge of the adjustment and settlement of losses. With an outstanding knowledge of the legal responsibilities of an insurance contract he judged each case not only with regard to the full discharge of the legal obligations but with a careful and painstaking regard to its essential equities.

Though not a member of the Bar, he was a close student of the decisions affecting marine insurance and readily cited old and interesting cases and was familiar with many unreported opinions and arbitration awards. His advice was frequently sought by admiralty lawyers.

One of his favorite stories was of his experience at lunch one day with James C. Carter, leader of the admiralty bar. A dispute then pending was casually discussed and Mr. Carter stated as his curbstome off-hand opinion that Mr. Ogden's company had the law on its side. As the amount involved was large, Mr. Carter was then asked for his written opinion. In due time Mr. Carter's considered opinion arrived accompanied by a very substantial bill. The conclusion, however, was diametrically opposed to that of the lunchtime opinion. Thereafter Mr. Ogden put little faith in curbstome opinions.

Mr. Ogden had an intimate hand in the writing of many policy clauses and originated the present form of "carrier or bailee clause" and "loan receipt" with respect to which he testified in the leading case of McCahan Sugar Refining Company v. Luckenbach, 248 U. S. 139.

In his insurance transactions he enjoyed a reputation not only for high skill and knowledge, but also for the strictest integrity. He had a keen sense of obligation to all who might be affected by

his decision. Not only did he have in mind the insurance company and its reinsurers whom he represented, but also the assured.

Though courteous and gentle (in college he was known as "Gentleman George") he could be austere when any act of injustice or any challenge of right and truth aroused his indignation. At such times his tongue became sharpened and his phrases vigorous—though always he remained the gentleman.

His chief hobby was chess at the University Club where he attached many close friends.

While in college he called upon Professor Alexander Graham Bell to arrange for lessons in lip reading for a sister who was deaf. Professor Bell took Mr. Ogden into his little workshop and showed him the beginnings of the telephone which the Professor was then developing.

As one old friend said: "His life may be summed up in a few words:—Like Abou Ben Adhem, 'he loved his fellowmen'." His thought was always of others.

The following incident is typical of the man. Mr. Ogden learned of a woman whose husband had died leaving her penniless. Although Mr. Ogden had never met this woman, he caused his bank to send her a check for several hundred dollars anonymously. This woman does not know to this day the identity of the generous donor.

Although he never married, in his early business career a great part of the responsibility for the financial protection of his parents fell upon him and his vacations were frequently spent in escorting his parents to various points of interest. Practically all his spare time in his early, busy, hardworking life was given to their care.

The Board of Underwriters on January 26, 1939, adopted resolutions expressing their "high appreciation of Mr. Ogden's services to the Marine Insurance community" and their sense of personal sorrow "that the opportunity for contact with his charming, helpful and courteous personality no longer exists."

His lovable character and personality drew to him a host of devoted friends. His funeral was held in Old Trinity Church on Wall Street, and although no publicity was given to it (in accordance with his wishes for simplicity) and although no one received any special notice of the services, there was scarcely a seat to be had by the latecomers.