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A Dedication to John D. Calamari

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DEDICATION

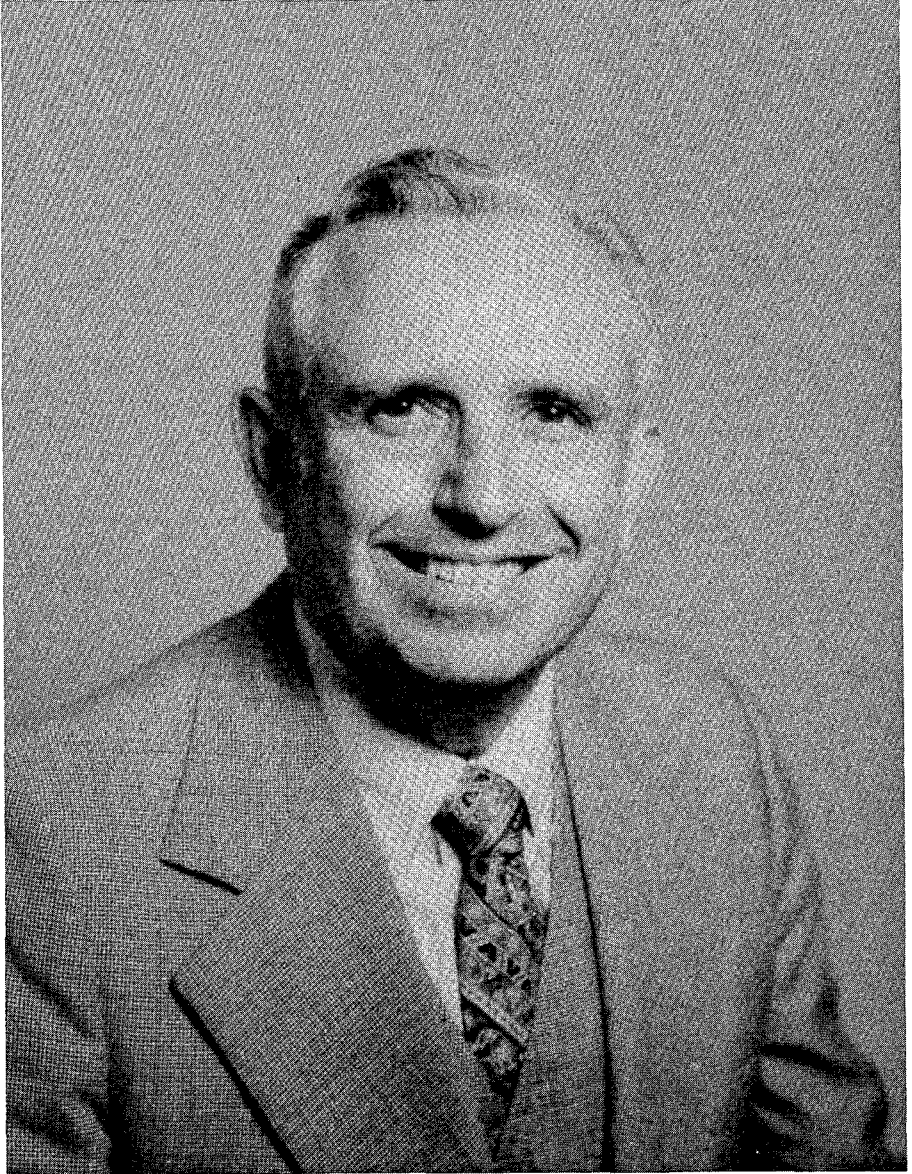
**THE BOARD OF EDITORS
OF THE
FORDHAM LAW REVIEW**

**Dedicates this Issue
to the memory of**

PROFESSOR JOHN D. CALAMARI

Wilkinson Professor of Law

JOHAN D. CALAMARI was valued dearly by the legal community, particularly by Fordham Law School. After graduating from Fordham College in 1942 cum laude and from Fordham University School of Law in 1947 magna cum laude, he went on to achieve an outstanding national reputation in the field of Contracts. In 1952, he began teaching at Fordham Law School; throughout his career, he taught Credit Transactions, Domestic Relations, and, of course, Contracts to a generation of Fordham Law students. He also served on several committees, including the Admissions Committee, and he ran Trial and Appellate Moot Court for many years. For his truly outstanding scholarship and dedication, Professor Calamari received the Keefe Award, the Dean's Medal of Achievement, and the Alumni Medal of Achievement. Fordham students for generations to come will learn from the distinguished works of John Calamari. The following pages contain some thoughts of people who knew him.



TO JOHN D. CALAMARI—IN APPRECIATION AND WITH AFFECTION

JOHN D. FEERICK*

JOHN CALAMARI was among my first teachers when I entered Fordham Law School as a student thirty-six years ago. What a teacher he was—painstaking, methodical, and complete in his presentation of the subject and even-tempered, patient, and courteous in all of his dealings with us. The clarity of his presentations left nothing in doubt except what was due to our own limitations.¹ He never embarrassed or sought to intimidate us as students, which would have been very easy to do, certainly in my case. I could not imagine then, and even now, a student having a finer teacher and role model as a human being.

I next came to know John when I was a practicing lawyer from 1961 to 1982 and would meet lawyers from every school and every part of the United States. Whenever Fordham Law School came up in conversation, a name almost always mentioned was John Calamari and his work in the field of contracts. He gave immediate recognition and great credibility to our School as a place of major legal scholarship. As a scholar, he was one of our flagships—a person identified nationally as personifying the richness of the faculty of Fordham Law School.

I then had the privilege when I became dean of knowing John as one of his colleagues. He went about his work as a law professor quietly, never missing a class, thoroughly prepared for what was to occur each day, always available to his beloved students, fully engaged in the faculty life of the School, and kind and gentle in the way he dealt with everyone. There was never any school action from which he might have drawn a benefit, often as a matter of entitlement, for which he did not express gratitude. The school files are filled with handwritten thank you notes from him and expressions of gratitude and support. He had such a great heart.

When John retired in 1991, after thirty-nine years as a member of our faculty, an era ended that we will never see again, for it was John, along with a few others, who lifted Fordham Law School into the top tier as a place of great scholarship and learning.

* Dean of Fordham Law School and member of the Class of 1961.

1. Some glimpse of the John Calamari I knew when I was his student can be found in an article he wrote at the time on the subject of which promises contravene the Statute of Frauds if not in writing. See *The Suretyship Statute of Frauds*, 27 Fordham L. Rev. 332 (1958). For another illuminating article in the *Fordham Law Review* by Professor Calamari, see *Assaults by Fellow Employees Under the FELA and the Jones Act*, 28 Fordham L. Rev. 449 (1959).

But there was another side to John that I came to glimpse in the latter years of his life. It was a side that involved his family. He was a devoted husband to Louise Calamari, a loving father to Paul and Cynthia, a best friend to his brother, Joseph, a doting grandfather to Christopher Joseph and Daniel John, an affectionate father-in-law to Lisa, and a warm and caring friend to all the Calamaris of his extended family.

Almost forty years ago John and Louise were married at our Lady of Perpetual Help church in Brooklyn. They took a vow that day to love each other in good times and bad and in sickness and health. I cannot think of two people who more completely fulfilled and gave tangible meaning to the terms of that sacred contract. John gave totally of himself to Louise, receiving in return a kind of love that can only be described as divinely based. Louise's caring for him in his illness these past few years was heroic in nature. She poured herself out for him, attending to every segment of his life. There was nothing she neglected to do to make his life easier or to provide him with as much comfort as humanly possible.

"Take Lord and receive my entire liberty, my memory, my understanding and my will," said Saint Ignatius of Loyola, "and give me only your love and grace." Our Lord did just that, using Louise as the instrument of his love and grace.

The story of John Calamari's life is far more than that of a person of humble origins achieving an illustrious position in American law. It is at its core a story of a very good person who loved, and in turn, was loved by his family and friends. Several of those friends share their reflections in this Dedication.

The John and Louise Calamari love story began in 1948 when John graduated from Fordham Law School at the top of his class, received the highest grade on the New York State Bar Examination, and joined the legal staff of the United States Trucking Company. It was there that they met. She was a secretary and he was a promising young lawyer. When he first suggested that they go together, she hesitated, believing, as she told me, that it was just not right that two people who worked together should date. Well, John persisted and in time prevailed. Their friendship grew, reaching a point where at times during the work day, as I have learned from an impeccable source, he would hold one of her hands as he dictated his legal documents and she took down that dictation with her free hand. Under such circumstances, marriage became inevitable—and what a marriage it was. It was filled with every joy and happiness and a deep love that was most beautifully manifested in the last few years of their life together. Louise gave us all an example—a remarkable example—of the kind of love that most nearly approaches God's love.

As we celebrate the life of John Calamari, Fordham Law School expresses to Louise and all the members of her family our everlasting

gratitude for John's legacy of greatness as a teacher and his humanness as a person. We have never had a finer student, graduate, and teacher. May he rest in peace.

HOW DO YOU SAY GOODBYE?*

CONSTANTINE N. KATSORIS**

HOW do you say goodbye to a friend? Where do I begin? I first met John Calamari forty years ago when he was my professor at Fordham Law School. After graduation, we lost track of each other, until about thirty years ago when I became his colleague on the faculty, and, what a colleague he was.

He taught for thirty-nine years at Fordham Law School. He taught thousands of students during that period, I being just one. He also taught my daughter, Nancy, and sons, Nicholas and Louis. As the Good Lord would have it, I in turn taught his son, Paul.

John Calamari's academic achievements are well known. He was first in the New York State Bar Exam. He coauthored the leading book on contract law with Professor Joseph Perillo, which has been used in virtually every law school in the country. He was a truly outstanding teacher. The Honorable Joseph McLaughlin, former dean of Fordham Law School, would often comment that John Calamari had the best legal mind he had ever seen.

John was a Triple Crown Winner, receiving the three highest awards Fordham Law School could give. He received the Keefe Award from the students at the Law School, the Dean's Medal of Achievement, and the Alumni Medal of Achievement.

John Calamari served his country twice—once in WWII and again in the Korean War. He was a dedicated son, husband, father, grandfather and brother. He was the brother I never had.

My memories of him are so many. I recall the hundreds of times we played tennis in the Lombardi Center—just a stone's throw from this chapel. I recall the hundreds of times we broke bread on Arthur Avenue—just a stone's throw from this chapel.

I especially recall the day at the Waldorf Astoria when he received the Alumni Medal of Achievement. I had the privilege of introducing him for that award on behalf of the alumni. On that occasion, I jokingly questioned his Italian heritage based on his general distaste for garlic, calamari, olive oil and anchovies.

We exchanged many things in those days, including drafts of our speeches. I have a draft of his response that day at the Waldorf. His message, as always, was simple, yet clear. It was one of his last public

* Tribute delivered on December 10, 1994 at the Memorial Mass for Professor John D. Calamari at the Chapel of Fordham University, Rose Hill.

** Wilkinson Professor of Law, Fordham Law School. The two prior holders of this Chair were the Honorable William Hughes Mulligan and Professor John D. Calamari.

appearances. His response on that occasion was, in part, in the form of the following verse:

My response will be terse,
and part of it in verse
By this you may be amused,
or verily in fact confused.

My parents were the best,
they gave me a perfect nest.
My brother showed me the way,
how to work and how to play.

My wife supported me in every way,
she deserves to share this award to-day.
My children, Paul and Cynthia, have made me proud,
even though they played their music much too loud.

When I was told I would receive this award,
I was in truth completely overawed.
I asked myself if I were worthy,
though I have toiled for years more than thirty.

Before my doubts could give me the blues,
the answer came—there are three views.
Yes and No are two, but my mind slows,
What is the third view—of course who knows?

After his poem, John Calamari concluded his response as follows:

I wish to add that my years on the faculty have been the happiest years of my life. I am not talking about the joys of teaching and writing and intellectual challenge, but rather my emphasis is on the many friendships that I have made at the School. George Bacon used to tell me that when he died he wanted his obituary to read: "He loved Fordham Law School." I would like *my* obituary to say the same.

John Calamari—Fordham Law School will always love you!

JOHN CALAMARI—A MEMORIAL

JOSEPH M. PERILLO*

JOHN CALAMARI interacted with me in many ways. When I started my academic career, I perhaps was more interested in research and writing than in teaching. He, in contrast, was totally dedicated to the classroom. He convinced me, more by example than by persuasion, that the central role of the academician was teaching. In this role, John was my mentor.

He was my teacher, although not in the classroom, because I had studied contract law under George Jarvis Thompson at Cornell Law School. But when I started teaching, my knowledge of contract law was shallow indeed. I had had a course in contracts as a first year student and had handled a scattering of contracts as a practitioner. When I was hired by Dean William Hughes Mulligan I was told that I would be assigned to teach Torts or Contracts; he would let me know which in a week or two. It turned out to be Contracts. During Dean Mulligan's regime there was an emphasis at Fordham Law School on uniformity. All professors teaching the same course were required to use the same casebook and give a common exam. Thus, when I started teaching, I adopted the casebook John was using and gave the same assignments that he gave. Our offices adjoined and he frequently knocked on my door to try out new ideas. I was his sounding board, and I learned immensely from those conversations.

He was a very reserved individual. His emotions, except for his sense of humor, were seldom revealed. Let me reveal some of the few occasions when his emotions were exposed. When I suggested the writing of a hornbook for publication, rather than a scattering of handouts for Fordham students as he proposed, he revealed his extreme skepticism that a publisher would be interested. The emotion was modesty; an emotion he revealed on other occasions as well.

On one occasion, I saw a combative streak. Sometime in the 1960s he chaired the curriculum committee, which successfully proposed the most radical curriculum change in Fordham Law School's history. The radicalism of the proposal, coming from an essentially conservative chairman, dismayed Dean Mulligan, one of John's very good friends. When the Dean chided him for not working out the administrative details of the proposal, John defiantly replied that it would be a difficult but not impossible task. Why do I remember this so vividly? In

* Alpin J. Cameron Professor of Law, Fordham Law School. Coauthor with Professor Calamari of the following works: *The Law of Contracts* (West Publishing Co. 1970, 2d ed. 1977, 3d ed. 1987); *Contracts Cases and Problems on Contracts* (West Publishing Co. 1978, 2d ed. 1989 with Helen Hadjiyannakis Bender as well as John Calamari); *Contracts*, Black Letter Series (West Publishing Co. 1983, 2d ed. 1990).

an association of about thirty years this was the only time I saw the combative side of the man.

There was one occasion when he let down his reserve to express joyful radiance. He had invited me to a party at his home. A few days before the scheduled party, he came to my office to say that the party was cancelled because something had come up. With his great sense of privacy, he did not say what had happened. Sensing incorrectly that disease or disaster had struck, I pressed him to tell me what had happened. He paused, then smiled a radiant smile. He proceeded to tell me that a long awaited event had taken place. The adoption papers for a baby girl had been completed. He would have a daughter, Cynthia, that week.

His son, Paul, is unlike his father. He is outgoing, expressive. When Paul, graduating from Fordham Law School, was handed a diploma by his father, Paul reached out to embrace his Dad. John, for a second or two, looked taken aback, but threw off his reserve to give his son an embrace of pure love.

The one consistent emotional release John had was laughter. Memorials are generally grim prose pieces. What follows is a brief talk I gave at John's retirement dinner held on October 12, 1990. I hope its attempt at humor is not out of place in a memorial. I know only that John enjoyed it and laughed throughout the talk.

"Five hundred years ago Christopher Columbus blundered onto the Western hemisphere. The first written comment on this blunder is a Mayan glyph in Guatemala, found only last week, that has been translated '[t]he neighborhood inevitably will deteriorate.' There are some similarities between Christopher Columbus and our honoree. One of them is that they are both of doubtful ethnicity. Italians have long claimed Columbus as one of their own. Yet, back in 1982, Bill Mulligan conclusively proved to a jury of 1200 people that Columbus was an Irishman named Lynch. The jury consisted of a group of Lynch's peers, known as the Friendly Sons of St. Patrick. A year later Mario Cuomo went to the same venue to get a reversal of the verdict, without success.

"John Calamari claims Italian ancestry, but it has long been rumored that a grievous error was made in a Brooklyn hospital, and the Calamari child was switched with a baby named Fritz von Tintenfisch. There is much circumstantial evidence. Tintenfisch translates into Calamari. In addition, a study reported on page twenty-two of today's *New York Times* indicates that heredity governs about seventy percent of our behavior. Consider taste in foods. What are the odds that an Italian would purposely leave all pieces of tomato uneaten in his salad? Always? *Fairly remote, but not impossible.* What are the odds of the Italian who shuns tomatoes also refusing to eat food contaminated by grated cheese? Further, what are the odds that an Italian who disdains tomatoes and grated cheese might have liverwurst on his

list of the top three food thrills? The statistical probability is so low that the mainframe computer has been working on the result for the last two hours, without success. Additional evidence on the question of ethnicity is that our honoree is known by several generation of Fordham Law students for his Teutonic teaching methods. Logic. Always logic. Is there no end to his logic?

“Columbus or Lynch is hailed as discoverer of the New World, but we know that the Vikings, not to mention the Indians, were here first. Does our honoree, von Tintenfisch, alias Calamari, have similar claims of discovery? I believe the Contracts casebook that bears the name Calamari is the first Contracts casebook that calls itself ‘Cases and Problems.’ The concept was Fritz’s (or John’s). Did he invent the problem method? No. Like Columbus he went where others had been, but achieved a result that was radically different from that which preceded it.

“Let me explain what I mean, by going back a few years. It is, I think, 1966. I am in my third year of law teaching. John comes to my office to discuss the contracts course. The course had in two years added to its traditional content. It now included coverage of much of the then newly enacted UCC, picked up the parol evidence rule, which had been dropped from the evidence course, and picked up several miscellaneous topics, including illegality, that previously had not been part of the course syllabus. ‘Too much to cover,’ says John (as I then knew him). He suggests we write up portions of the course and hand them out to students in mimeographed or printed form. His concern was for the course and students, *as if that is what law school is all about*. I counter with the notion that if we are going to all the trouble to write up part of the course, why not write it all up and publish it as a text. He was dubious that a publisher would be interested. At my instigation we wrote two chapters and sent them to West Publishing Company. West sent them to Harvard’s Robert Braucher for review. After his affirmative review, West promptly signed us up. In May 1970, the Hornbook was published. Whereupon John (or Fritz) came to my office again, saying, ‘Well now that all our lecture notes are in print, what are we going to do in class?’ Again the course and the classroom were his primary concerns. The conversation was inconclusive, but John spent the summer of 1970 writing problems to go with each chapter of the Foundation Press casebook we were then using. This was the Genesis of the first Cases and Problems book we published in 1977. While others have used problems in legal education, this sustained, thoroughgoing and indeed Teutonic effort has made an indelible mark in legal publishing. Others have followed this thoroughly radical approach.

“Radical? If you were to ask our honoree if he would classify himself as a radical, as a liberal or as a conservative, he unhesitatingly would confirm his conservatism. [At this point, the honoree vigor-

ously nodded assent.] But there are at least a half dozen people in this room who will remember his leadership in the only radical revision of the Fordham Law School curriculum. This half dozen will recall, to the astonishment of everyone then present, the clashes between him and his friend and dean, Bill Mulligan, at the faculty meeting called to discuss the committee report that was produced by a committee he had chaired. No other Fordham faculty member had ever publicly clashed with a Fordham Law School dean. The curriculum was revised in accordance with his proposal. Thereafter, Mulligan sought and found other employment. Subsequent Fordham deans recognized that faculty members were entitled to express views that differed from their own.

"Let me add a few random facts about this man. He is a patriot. He served in two wars. Deep in the interior of China in World War II, he perfected his table tennis game. During the Korean War he served faithfully and honorably within the Washington Beltway.

"He is a family man. His brother, Joseph, a true Italian, is present. After a career as a United States government contract lawyer, he has gone on to a distinguished career teaching law at St. John's. John's wife, Louise, who acts as volunteer astrologer to the law school community, has supported John in all his endeavors. Together they have raised two splendid children, Paul, a Fordham Law School graduate, and Cynthia, a Fordham College student [now a graduate].

"The good news and the bad news today is that our honoree is retiring. Good news, because he will be taking a well-earned rest while continuing to write, and perhaps to search for his true identity in Brooklyn archives. Bad news, because Fordham is the loser. To almost forty years of Fordham Law School graduates, the phrases 'John Calamari' and 'Alma Mater' are functional equivalents."

In connection with his retirement, in addition to the talk quoted above, I wrote a tribute published in Volume 59 of the *Fordham Law Review* at pages 735-36. I concluded the tribute as follows:

John Calamari's services to his profession, school, university and country have been many. But it is not only professional skills and achievements that are the mark of a person. Traits of character and personality are the indelible impress of John Calamari. One notices his courtly manner before his razor-sharp mind; his constant quest for learning before his encyclopedic knowledge of the law; his broad tolerance before his deeply held convictions; and his good fellowship before his inevitably sound advice.

I will miss him.

JOHN D. CALAMARI: THE MAN AND THE SCHOLAR

MARGARET N. KNIFFIN*

JOHN D. CALAMARI. Every student in the United States who has completed the first week of the first semester of law school recognizes this name. The treatise *The Law of Contracts*, coauthored by Professors John D. Calamari and Joseph M. Perillo of Fordham Law School, now in its third edition, is known throughout this country and in many other nations as an invaluable resource for law students, law professors, judges, and practicing lawyers.

I have had the privilege of knowing the man, John D. Calamari, as well as the privilege of learning from his writings. I shall describe a few memories of John that may help to paint a picture of how extraordinary a person he was. I shall then write about how essential his treatise has been to my work as a Contracts teacher and scholar.

I met John when he attended, thirteen years ago, the first dinner meeting of the Contracts Colloquium, which I had organized for Contracts teachers from the New York metropolitan area. Although his attendance meant a late trip back to his home outside the City, he was an enthusiastic contributor to our discussions and helped to generate the interest that has kept the Colloquium in existence.

The opportunity to become John's colleague was among the joys I experienced while teaching Contracts and Remedies at Fordham Law School as Visiting Professor in 1987-88, while teaching Contracts as part-time Adjunct Professor in the subsequent year, and while teaching Remedies for five summer sessions. I had the pleasure of learning from John when we discussed questions that students had raised in class. Those discussions sometimes continued when John, several colleagues, and I lunched together at a nearby coffee shop. We talked of the hundreds of topics that concerned individuals think about in today's world, and, as always, I learned from John. From him I learned not only the solutions to particularly intricate Contracts problems but also an approach to observing life that was astute, rigorously honest, and at the same time unflinching kind and nonjudgmental.

Typical of John's gracious nature was his offer to share his office with me during a semester when I was teaching part-time and did not have my own office and when he could adjust his schedule so that it did not overlap with mine. We both worked around and walked around high piles of admissions applications assigned to John for evaluation because of his membership on the Admissions Committee. I realized that he devoted a very large amount of time and concentra-

* Professor of Law, St. John's University School of Law; A.B. Barnard College, J.D. Harvard Law School.

tion to each application. I believe that this reflected not only his deep devotion to the School but also his real concern for each person whose future he might influence.

Before I ever had the pleasure of meeting John and throughout my twenty years of teaching Contracts, I frequently consulted and consistently learned from the Calamari and Perillo treatise. The volume is highly comprehensive, yet concise. The information it provides is accessible through detailed indices of both topics and Uniform Commercial Code citations. The Table of Contents lists the many subtopics in the volume, assigning a title and section number to each. In addition, there are a Summary of Contents and, at the beginning of each chapter, both a listing of each subtopic to be covered therein and a summing up of these subtopics in a more generalized list. Further, the reader who wishes to pursue an exploration by means of computer into a Westlaw data base of relevant case, statutory, and Restatement citations is enabled to jump start the procedure by the numerous "Westlaw References" throughout the text. These include suggested terms to be used to search for applicable citations and "key words." The latter can be utilized both in computer-assisted research and in perusal of the actual "Digest" volumes of the West system. Footnotes throughout the treatise provide multitudinous citations. Many of these footnotes describe the cases cited, and others offer comparisons with related topics.

The text of the Calamari and Perillo treatise succeeds in presenting a full, clear explanation of each Contract law concept and, when courts or scholars disagree, an informative comparison of their views. For example, I have found the discussions of contract interpretation and of the parol evidence rule to be of great value in my current updating and revising of *Corbin on Contracts*, the present Volume 3, on those subjects. The treatise explains a distinction that can be seen in few judicial opinions and only rarely in scholarly writings: the distinction between use of the rules of contract interpretation and application of the parol evidence rule. As the treatise elucidates, interpretation is a search for the meaning of a contract term, while the parol evidence rule dictates when a "prior" or "contemporaneous" term can be added to a contract.¹ The authors then clarify a resulting disagreement among courts that is seldom identified: the question of the sequence in which the rules of interpretation and the parol evidence rule should be applied.² The authors describe Corbin's argument³ that only after the meaning of a contract term is ascertained can one determine whether a proffered term conflicts with it and therefore should be excluded under the parol evidence rule. The contrasting

1. John D. Calamari & Joseph M. Perillo, *The Law of Contracts* § 3-15 (3d ed. 1987).

2. *Id.*

3. 3 *Corbin on Contracts* § 543 (1951).

argument states that one should determine which terms the contract contains before deciding upon the meaning of such terms. As these illustrations indicate, the Calamari and Perillo treatise provides incisive, precise, readable analysis.

As the months pass, I shall miss John D. Calamari, the man, from whom I learned much. I shall continue to learn from his treatise.

PROFESSOR JOHN CALAMARI

MICHAEL K. STANTON*

WHEN I was asked to record some brief comments on the death of John Calamari, my first thought was of my last conversation with John on June 6, 1994 at the Westchester-Putnam Alumni Chapter Annual Dinner in Bronxville, which he attended with his son, Paul. John was in excellent spirits and was obviously enjoying his well-earned retirement. Upon his arrival at the Town Tavern, he was surrounded by dozens of former students, including present and former members of the judiciary. It was a joy to see him engrossed in animated conversations with his former students and his dinner companions, which included Professors Joe Perillo and Gus Katsoris.

I then recalled the shock of receiving a call from my Dad in October 1955 advising me of the death of I. Maurice Wormser. Professor Wormser, the legendary Professor of Contracts at our Law School, had taken more than seven thousand first year students at the Woolworth Building and 302 Broadway over the essential but often rocky terrain of Contracts.

At that time, I was convinced that our Law School had suffered a major loss and that there could ever be anyone to come close to the teaching and practicing legend that had been I. Maurice Wormser.

John Calamari clearly demonstrated over his forty year career that my initial concern over the impossibility of replacing the teaching legend of Professor Wormser was not only a major overreaction, but plain error.

John's analysis, planning and preparation for the course in Contracts were only overshadowed by his zeal once he arrived in the classroom. The classroom was his castle. He enjoyed playing the devil's advocate and frequently responded to a seemingly simple hypothetical question with a careful, thorough analysis of two totally different new positions and the thoughtful conclusion—"Who knows?" He was always the total teacher—explaining concepts and principles—discussing rules and exceptions and placing perplexing and disturbing questions in the minds of his students.

He developed to the utmost his God-given talents (with the acknowledged assistance of his Jesuit training) and applied those talents for the benefit of his students and the legal profession. His scholarly textbook, *The Law of Contracts*, developed over the years with his coauthor Professor Joe Perillo, is now *the* treatise in American law schools on the subject.

* Class of 1959; President, Fordham Law School Alumni Association; Partner, Weil, Gotshal & Manges, New York.

Fordham Law School lost a scholar, friend and the quintessential teacher when God decided that He wanted John to join Him. We are most grateful to Louise and their children, Paul and Cynthia, for sharing John with us for so many years. May he rest in peace with the gratitude, admiration and respect of his colleagues, former students and the Alumni and Alumnae of our Law School.

A TRIBUTE TO JOHN D. CALAMARI

JOSEPH A. DORAN*

JOHN D. CALAMARI died on November 24, 1994, in retirement. His demise was a great loss to Fordham Law School and to the profession. We mourn his death and extend our sympathies to his devoted wife and children.

Horace wrote in one of his Odes: "Exegi monumentum aere perennius." (I have raised me a monument more lasting than bronze.) These words apply in full measure to our late colleague and friend.

Professor Calamari was graduated from Fordham Law School in the Class of 1947 and joined its faculty five years later. There followed an illustrious career that covered a span of thirty-nine years.

We pay tribute to a man without pretensions. He was a masterful and inspirational teacher, beloved of his students. For them he made the study of law stimulating and joyful. He is best remembered as teacher of Contracts in the grand manner. The case book that bears his name is widely used in law schools throughout the country. It enhanced his reputation for high scholarship and brought him national recognition. He stands tall among the giants in his field.

In 1971, Professor Calamari became the second incumbent of the Wilkinson Chair of Law. In 1972, he made listing in *Outstanding Educators of America*. In 1973, the University awarded him its Bene Merenti citation for twenty years of dedicated service in the teaching of law. In 1987, the Law School Alumni Association honored him with its coveted Medal of Achievement.

The passing of our brother marks the end of a legend in the history of Fordham Law School. But his impress remains for emulation by all who follow him in the classroom. This is his legacy. If old soldiers never die, but only fade away, the same can be said of John D. Calamari. We who knew him and, therefore, loved him will keep his name fresh in memory. When we answer the same call—and no one is left to remember—only then will he and the good deeds of his life fade away, but, please God, not forgotten in Eternity. May he rest in peace.

* Professor of Law, Fordham Law School, 1946-68. Recipient of Bene Merenti citation for 20 years of service at Fordham University. New York State Family Court Judge, New York City, 1963-79.

IN MEMORIAM: LITTLE KNOWN FACTS ABOUT JOHN CALAMARI

JOSEPH A. CALAMARI*

JOHN DANIEL CALAMARI was the second born of one immigrant parent, August, and one natural born parent, Margaret, in East Harlem on June 22, 1921. The ancestors of both parents came from Castagnola, Italy, a village in the mountains about forty miles east of Genoa.

John was born a "blue baby." His right arm would not move. Mother and Aunt Lily took him to the doctor twice a week for the first six months of his life. The treatment, according to my mother, was hitting him on the back with a rubber hammer until he cried vehemently. One day the arm began to function.

John attended All Saints School on 130th Street and Madison Avenue in Manhattan. The Sisters of Charity were his teachers for the first three years and the Irish Christian Brothers for the remaining five.

When John was about six years old, he came down with double pneumonia and lost six months of school. Part of the treatment was to keep his bedroom at eighty degrees with the windows open on top. When he walked to school after he had recovered, he looked like a skeleton.

The Irish Christian Brothers had a big impact on his educational life. He tied for the general excellence medal with a John Gaski, won the English medal and competed for a scholarship at Regis High School, which he won. At Regis, under the tutelage of the Jesuits, he received honorable mention for general excellence in June 1936, for Mathematics in June 1937 and for general excellence in June 1938.

While at All Saints School and Regis, John competed in all "street sports." He played stick ball, box ball, triangle, paddle tennis and was the street champion in hand ball. He also engaged in boxing. Some of John's happiest days were spent on summer vacations in Chester, Connecticut where baseball, swimming at the reservoir and card playing with cousins and brother were the favorite pastime. It was during this time that John invented a baseball game played with a deck of cards.

He won a scholarship to Fordham College in 1938 and graduated in 1942 cum laude. Although based upon his academic record he could

* Adjunct Professor of Law, St. John's University School of Law. Associate Professor, 1973-79, Professor, 1979-89. Professor Calamari's article, *The Wake of Executive Jet—A Major Wave or a Minor Ripple*, 4 Mar. Law. 52 (1979), was cited by the Supreme Court in *Foremost Insurance Co. v. Richardson*, 457 U.S. 668, 673 (1982).

have attended any law school, he chose to continue his education at Fordham Law School.

His schooling at Fordham Law was interrupted by World War II. He volunteered as a communication cadet in the Army Air Corps. Academically he was at the top of his class. Part of the final test, however, was to put together a damaged radio so that it worked. He was unable to accomplish this practical test in the allotted time. So he became a supply sergeant, and after flying the "hump" from Burma to China he was stationed for most of the war in Kunming.

When he returned, he continued his law school career and graduated magna cum laude from Fordham in 1948. He also achieved the highest grade on the New York State Bar Examination.

After graduation, he was employed by U.S. Trucking Corporation as Assistant Counsel, where he met his future wife, Louise Marzano. While employed by U.S. Trucking Corporation, he applied for a U.S. Army Reserve Commission as a First Lieutenant in the Judge Advocate General Corp.

When the Korean war was over, he applied for an attorney advisor position with the Military Sea Transportation Service, now the Military Sealift Command. A transcript was required from his law school.

When he came to New York to pick up the transcript, Dean Wilkenson came out to the elevator to ask him whether he would like to teach at Fordham Law School. He accepted.

He had two children, Paul, who graduated from Fordham Law School, and Cynthia, who is a college graduate.

The rest is history, which I will leave to Professors Perillo and Katsoris.

I trust that his memory will live on forever. His teaching and his writing should have accomplished that for him.

May he rest in peace.

His loving brother, Joe.