

**In Memoriam:
Professor Richard E. Speidel
1933–2008**



KEVIN COLE*

The *Law Review* and the School of Law join in celebrating the life and career of our dear colleague Professor Richard Speidel, who passed away last year after an extended battle with cancer. We deeply appreciate the participation of the scholars who have contributed these works for this special issue dedicated to Dick's memory.

Dick held several positions during his long and distinguished career as a legal educator. He served for many years as the Grace N. and Henry L. Doherty Professor of Law at the University of Virginia School of Law and as the Dean of the Boston University School of Law before joining the Northwestern Law School faculty in 1980, where in 1987 he was named the Beatrice Kuhn Professor of Law. He began making annual visits to the University of San Diego School of Law in the spring 2000 semester and became a tenured member of our faculty in 2006, holding a half-time position as a distinguished professor.

Dick's stature as a legal educator and scholar is unsurpassed. Over the span of his career, he focused his attention on four different but overlapping areas involving the law of contracts. During the early part of his career, he drew upon his experience as a contracts specialist with the Army Reserve's JAG Corps and produced several articles on government contracts. He subsequently shifted his focus to commercial and consumer protection law, and his efforts in this area resulted in six books and numerous articles covering a wide array of topics. Next came a focus on basic contract law. His widely regarded casebook, first published in 1970, is now in its seventh edition, and he also published several significant articles on contract theory and problems. In 1985, he began work on a project that resulted in a five-volume treatise on arbitration law. He also prepared a book on arbitration, in addition to several articles that address different aspects of arbitration. Many of Dick's works involved collaborations with some of the most distinguished scholars in legal academia.

In addition to his scholarship, Dick engaged in a substantial and ongoing array of professional services, including representing the United States on an international group that worked to develop a consensus on the rules governing the international sale of goods and serving as a member of presidential and gubernatorial commissions. Throughout his

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career, he regularly participated in various professional conferences and meetings, sharing his ideas and interacting with the work of colleagues. By far, the most significant aspect of his professional service was his untiring efforts to advance the revision of Article 2 of the Uniform Commercial Code. He initially served as the chair of a committee that was appointed to study the question of whether Article 2 should be revised and then served for eight years as Reporter for the actual revision process. During his many years of service on the Article 2 project, Dick toiled mightily in preparing reports, working with various affected interest groups, and preparing draft after draft after draft. Even though the project was ultimately unsuccessful, Dick's monumental efforts have been acknowledged in numerous venues.

Notwithstanding his many accomplishments, Dick never lost his down-to-earth manner. To know him was to have a friend—a very good one. Dick was a warm, engaging, and charming person. We at the University of San Diego have been blessed by his presence here and just wish that it could have lasted longer.

JAY M. FEINMAN

Dick Speidel's scholarship taught me a great deal about contract law and theory, and he taught me much more about being an academic. Dick was generous with time and opportunities to a younger scholar, engaging in intellectual exchanges, open to different approaches, and critical with a light touch. He lives on through his work and his example.

WILLIAM H. HENNING

I first met Dick Speidel in 1995 when I joined the drafting committee that was revising UCC Article 2 and which he served so ably as Reporter. By that time, the committee had been hard at work for over four years, but I had just been appointed to the Uniform Law Commission and this was my first assignment as a Commissioner. I knew about, and had the highest respect for, Dick Speidel the scholar—I had read many of his articles and had been teaching out of his contracts casebook for over a decade—and I came to have an even higher regard for Dick Speidel the man. He was warm and welcoming, and he was possessed of an extraordinary graciousness. He also had a wonderful sense of humor. I recall in particular a bus ride to dinner one evening after a long day during which the committee had decided to demote to the comments a concept that Dick had thought should be in the text. To the tune of “The Rain in Spain” from *My Fair Lady*, he sang wistfully that “the law of the Code’s found mainly in the comments.” Dick was a remarkable man in so many ways. I am grateful to have known him and to have been his friend.

ROBERT A. HILLMAN¹

Dick Speidel was no ordinary law professor. He was one of the giants in the field of contract and commercial law for over four decades and a respected, important leader in legal education and law reform. Tributes to this effect have already poured in to the contracts listserv, the commercial law blog, and elsewhere and there is no need to repeat the obvious. What set Dick apart, in addition to his professional

1. These words in honor of Professor Speidel were originally posted online. Posting of Robert A. Hillman to Commercial Law Blog, <http://ucclaw.blogspot.com/2008/10/dick-speidel-mob-blog-robert-hillman.html> (Oct. 6, 2008, 16:40).

accomplishments, was his humility, sense of humor, and perhaps most important his generosity. As for the latter, Dick was eager to nurture beginners whether they were members of his faculty or another. I never had the good fortune to be on the same faculty with Dick, but he was always willing to read my drafts, offer suggestions, and generally to offer encouragement. In fact, Dick often sent supportive messages at the most helpful time. For example, when a not-so-favorable review of one of my books appeared, out of the blue Dick sent a message insisting the reviewer was wrong. Dick helped out in other ways. When our planning committee for the Montreal AALS contracts conference sought a leader to give a keynote address, we didn't hesitate to ask Dick. And he didn't disappoint. His address tracing many of the modern issues of contract law was thoughtful, poignant, and educational.

In short, Dick was a mentor, friend, and supporter. And what is most impressive, our large family of contract and commercial law scholars can all say the same thing about Dick.

CHARLES L. KNAPP

I first met Professor Richard E. Speidel in the fall of 1952 when I entered Denison University as a freshman; he was already a junior. Of course Dick wasn't "Professor Speidel" at that point, but then I wasn't "Professor Knapp" either. We weren't close friends in college, probably because we were in different years and also in different social fraternities—one of those things that seems important at the time and inexplicable later. But we shared a love of music and were fellow members of the Denison Men's Glee Club, so I got to know Dick somewhat over the two years our college careers overlapped. Even then he was clearly a Golden Boy—a handsome young man of intelligence, good humor, and exemplary character, he was obviously an exceptional person who was likely to do exceptional things. Because our postcollege lives followed somewhat similar paths, we would meet from time to time at conventions or other law-related gatherings, and exchange words of encouragement. He was unfailingly modest about his own very considerable achievements and extremely supportive of the efforts of others. I am sure that Dick aspired—as I believe most of those who enter law teaching do aspire—to have some modest effect on the legal affairs of his time through his contacts with students individually and collectively and through the content and quality of his writings. But unlike those of us academic Rapunzels who rarely if ever venture down from our ivory towers, Dick Speidel was not afraid to let down his hair. He was ready to enter the real world of actions-with-consequences and to try to change it for the better. Whatever the degree of success attained

by his efforts, he seemed—from a distance at least—to be personally indefatigable and indestructible. It’s difficult to believe that he won’t be leading more charges from the trenches.² Nevertheless, his considerable legacy does endure. It’s a great privilege for me to join in this tribute to his life and work.

WILLIAM H. LAWRENCE

I first met Dick Speidel at a workshop for contracts teachers at the University of Wisconsin. As we were both avid runners, we went for early morning runs around Madison, giving me the opportunity to know the man behind the scholarly reputation who I had admired for some time. Like everyone else who had the opportunity to meet Dick, I found a person who was genuine, interesting, and immediately likeable. We stayed in touch over the years and were both delighted when he accepted a joint appointment at the University of San Diego School of Law and taught here during the spring semesters. I know that I can speak for the entire faculty in noting that he instantly became fully immersed in the life of the institution and charmed all with his warmth and generous nature. My only regret is that his time with us was far too short. Completing this piece in his honor brought home yet again the sense of his loss, as I knew that we can no longer benefit from his wise counsel.

WILLIAM W. PARK

“All good things come in threes.” So runs an old German proverb: *Aller guten Dinge sind drei*. The saying comports well with the way Dick Speidel enriched my professional development. He recruited me for my initial American law school post, approved my earliest research grant, and encouraged my first article on commercial arbitration. Absent those expressions of support, my scholarship might have evolved in a very different direction. It is a special privilege to express thanks for Dick’s help along the way.

2. See Richard E. Speidel, *Revising UCC Article 2: A View from the Trenches*, 52 HASTINGS L.J. 607, 607–08 (2001).

JOSEPH M. PERILLO

Although Dick Speidel and I did not know each other well, we met at a number of conferences and read each other's publications. I remember him best for his presentation at the Association of American Law Schools in which he explained why the National Conference of Commissioners on Uniform State Laws had rejected the revision of Article 2 of the Uniform Commercial Code over which he had presided, and why he and his team had resigned from the effort to revise Article 2. He calmly described how "strong sellers" had brought down the team's work. His resignation from the task was to his credit. The American legal system has been enriched by his contributions to legal scholarship. I know best his scholarly works in contracts and sales, which culminated in his masterful monograph, *Contracts in Crises: Excuse Doctrine and Retrospective Government Acts*, and which was published in 2007 shortly before his death.³ He generously contributed to an issue of the *Fordham Law Review* that was dedicated to me in anticipation of my retirement and had kind words to say about my work in *On Change and the Law of Contracts: A Tribute to Joe Perillo*.⁴

ROBERT S. SUMMERS

Professor Summers has woven his words in honor of Professor Speidel into his article itself.

JAMES J. WHITE

I first met Dick Speidel in 1968 when he, Bob Summers, and I started work on the first edition of our Commercial Transactions casebook. Work on the several editions of that casebook was the excuse for many wonderful, bibulous meetings in Charlottesville, Ithaca, and Ann Arbor. Those meetings were filled with exuberant debate in which Dick always favored the underdog. Only grudgingly did Bob and I succumb to Dick's insistence that we include a new topic called "consumer law"; I am certain that we forced Dick to swallow many formalist cases and rightwing notes, but he was too charitable to complain.

Between 1988 and 2001 Dick concentrated his energy, wisdom, and intelligence on the revision of Article 2 of the Uniform Commercial Code. Opposed by many and favored by only a handful of law

3. RICHARD E. SPEIDEL, *CONTRACTS IN CRISES: EXCUSE DOCTRINE AND RETROSPECTIVE GOVERNMENT ACTS* (2007).

4. Richard E. Speidel, *On Change and the Law of Contracts: A Tribute to Joe Perillo*, 71 *FORDHAM L. REV.* 973 (2002).

professors, that project could not be saved even by Dick's best efforts. But it is possible that some of the learning of the Article 2 revision can be salvaged. To that end I offer the following discussion on a topic with which Dick dealt in the revision—warranties in the box, express warranties that appear not at the time of sale but only with the product. Dick believed, as I do, that these warranties should be enforceable notwithstanding two traditional barriers to their enforcement. My piece in this symposium on that topic is inspired by and dedicated to Dick Speidel.

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EDWARD BRUNET, RICHARD E. SPEIDEL, JEAN R. STERNLIGHT & STEPHEN J. WARE, *ARBITRATION LAW IN AMERICA: A CRITICAL ASSESSMENT* (2006).

RICHARD E. SPEIDEL & LINDA J. RUSCH, *COMMERCIAL TRANSACTIONS: SALES, LEASES AND LICENSES* (2d ed. 2004).

1-5 IAN R. MACNEIL, RICHARD E. SPEIDEL & THOMAS J. STIPANOWICH, *FEDERAL ARBITRATION LAW: AGREEMENTS, AWARDS, AND REMEDIES UNDER THE FEDERAL ARBITRATION ACT* (1999).

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Richard E. Speidel, *Parties' Power to Vary Standards for Review of International Commercial Arbitration Awards*, 8 NEV. L.J. 314 (2007).

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Richard E. Speidel, *Consumer Arbitration of Statutory Claims: Has Pre-Dispute [Mandatory] Arbitration Outlived Its Welcome?*, 40 ARIZ. L. REV. 1069 (1998).

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