

2009

In Memoriam: Professor Richard E. Speidel; 1933-2008

James J. White

University of Michigan Law School, jjwhite@umich.edu

Follow this and additional works at: <http://repository.law.umich.edu/articles>

 Part of the [Legal Biography Commons](#)

Recommended Citation

White, James J. "In Memoriam: Professor Richard E. Speidel; 1933-2008." *San Diego L. Rev.* 46, no. 3 (2009): 548-9.

This Article is brought to you for free and open access by the Faculty Scholarship at University of Michigan Law School Scholarship Repository. It has been accepted for inclusion in Articles by an authorized administrator of University of Michigan Law School Scholarship Repository. For more information, please contact mlaw.repository@umich.edu.

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.