

JOHN F. DOLAN

July 7, 2011

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APPOINTMENTS:

Wayne State University:

2000 to present, Distinguished Professor.

1978 to Present, Professor of Law.

1975 to 1978, Associate Professor of Law.

China University of Political Science and Law, Distinguished Foreign Visiting Professor, Spring, 2011.

Marshall-Wythe School of Law, College of William & Mary, Visiting Professor, Winter, 2009.

Faculty of Law, University of Maastricht, The Netherlands, Visiting Professor, Fall, 2005.

Ave Maria School of Law, Visiting Professor, 2000-2001.

Molengraaff Institute, University of Utrecht, The Netherlands, Visiting Professor of Law, Winter, 1982 and Fall, 1993.

Faculty of Law, University College Dublin, Visiting Scholar, Fall, 1989.

University of California, Hastings College of the Law, Visiting Professor, Winter, 1988.

University of Michigan Law School, Visiting Professor, Winter, 1984.

COURSES:

Secured Transactions, Commercial Systems, Contracts, Real Estate Finance, Property, Introduction to American Law, Letters of Credit and Bank Guarantees, Commercial Law Seminar.

EDITORIAL POSITIONS:

Board of Editors, Banking Law Journal, 2000 to present.

Foreign Contributing Editor, Banking & Finance Law Review (Osgoode Hall Law School), 1986 to present.

Board of Editors, Journal of Payment Systems Law, 2004 to 2007.

Editor in Chief, Letters of Credit Web Report, 2000 to 2002.

Faculty Adviser, Wayne Law Review, 1995 to 2004.

Board of Advisory Editors, Letter of Credit Update, 1985 to 1987.

Assistant Editor and Member of Board of Editors, University of Illinois Law Forum (now University of Illinois Law Review), 1964.

PUBLICATIONS:

Books

User's Handbook for Documentary Credits under UCP 600 (w/ Baker) (ICC Publishing No. 694) (2008).

The Law of Letters of Credit (A.S. Pratt & Sons, (4th ed. 2007) [w/ semiannual supplements]; (1st ed. published 1984) (2d ed. published 1991) (3d ed. published 1996).

Core Concepts of Commercial Law: Past, Present and Future (w/ Ponoroff & Markell) (West 2004) (and Teachers Manual).

Secured Transactions and Payment Systems - Problems and Answers (w. Clarke, Garvin, Kamp & Macintosh) (Aspen Publishers 2003) (1st ed. Little, Brown & Co. 1995).

Basic Concepts of Commercial Law (w/ Ponoroff) (West Group 1998) (and Teachers Manual, revised 2000) (Supplement 2000).

Commercial Law - Essential Terms and Transactions (Aspen Law & Business 2d ed. 1997) [Originally published as student version of Fundamentals of Commercial Activity, A Lawyer's Guide, *infra.*]

Fundamentals of Commercial Activity, A Lawyer's Guide (Little, Brown & Co. 1991;) [Student edition: Uniform Commercial Code - Terms and Transactions in Commercial Law (Little, Brown and Co. 1991)].

Materials for Understanding Credit and Payment Systems (w/ Nickles and Matheson) (West Publishing Co. 1987).

Articles

Concerns Regarding the Ontario Court's Judgment in the *Nareerux* Case, 128 Banking L.J. 116 (2011).

Nareerux Redux: The Ontario Court of Appeal Fashions Novel Letter of Credit Law, 25 Banking & Fin. L. Rev. (Osgoode Hall) 535 (2010), republished electronically in 2011 Annual Survey of International Banking L. & Prac. 107.

Non-Novel Issues of Letter of Credit Law: An Essay, 24 Banking & Fin. L. Rev. (Osgoode Hall) 551 (2009), republished electronically in 2010 Annual Rev. of Int'l Banking L. & Prac.

Of Competing Claims to Excess Letter of Credit Proceeds, 125 Banking L.J. 776 (2008).

Tethering the Fraud Inquiry in Letter of Credit Law, 121 Banking & Fin. L. Rev. (Osgoode Hall) 479 (2006), reprinted in 2007 Annual Survey of Letter of Credit Law & Practice 53 and in Trade and Documents: Limits and Limitations (P. Prasad ed. 2008).

The Vice of Subrogation: Interfering with Risk Allocation Post Payment, 1 J. Payment Sys L. 229 (2005).

Standby Credits Do Not Protect Landlords from the Bankruptcy Code's Lease Cap, 120 Banking

L.J. 383 (2003), reprinted in 2004 Annual Survey of Letter of Credit Law & Practice 43.

A Principled Exception to the Strict Compliance Rule in Trilateral Letter of Credit Transactions, 18 Banking & Fin. L. Rev. 245 (Osgoode Hall) (2003), reprinted in 2004 Annual Survey of Letter of Credit Law & Practice 34.

Negotiation Letters of Credit, 119 Banking L.J. 407 (2002), reprinted in 2003 Annual Survey of Letter of Credit Law & Practice 21.

Analyzing Bank Drafted Letter of Credit Rules, The International Standby Practice (ISP98), 45 Wayne L. Rev. 1865 (1999) (Symposium), reprinted in 2001 Annual Survey of Letter of Credit Law & Practice 31.

A Study in Subrogation Mostly in Letter of Credit and Other Abstract Obligation Transactions, 64 Mo. L. Rev. 789 (1999).

Security Interests in Letter-of-Credit Rights, 74 Chi.-Kent L. Rev. 1035 (1999) (Symposium), reprinted in 2001 Annual Survey of Letter of Credit Law & Practice 51.

Fundamentals of the Uniform Commercial Code (Presented at the 1998 Commercial Law Conference, Australian National University Law School, Canberra, April 1998, published in Perspectives on Commercial Law (1999), a record of the conference proceedings.

A Comparison of UCP 500 and New U.S. Article 5, [1999] J. Bus. L. 521 (November 1999), reprinted in 2000 Annual Survey of Letter of Credit Law & Practice 72.

A Voluntary Filing System for Secured Transactions in the European Union (w/ Vegter), 6 European Rev. Priv. L. 195 (1998).

The UN Convention on Independent Bank Undertakings: Do States with Mature Letter of Credit Regimes Need It?, 13 Banking & Fin. L. Rev. 1 (1997) (Osgoode Hall Law School).

Weakening the Letter of Credit Product: The New Uniform Customs and Practice for Documentary Credits, Int'l Bus. L.J. (No.2 1994) (in English with French sidebars).

International Rules for Letters of Credit, The UCP: A Final Report (w/ van Huizen), 9 Banking & Fin. L. Rev. 173 (Osgoode Hall) (1994).

Changing Commercial Practices and the Uniform Commercial Code, 26 Loyola of Los Angeles L. Rev. 501 (1993) (Symposium).

Legislative Developments in Letter of Credit Law: An Interim Report, 8 Banking & Fin. L. Rev. (Osgoode Hall) 62 (1992).

Advising, Paying, Negotiating and Other Banks: The Correspondent in the Letter of Credit Transaction, 108 Banking L.J. 396 (1992).

Efforts at International Standardization of Bank Guarantees, 4 Banking & Fin. L. Rev. (Osgoode Hall) 237 (1990).

Documentary Credit Fundamentals - Comparative Aspects, 3 Banking & Fin. L. Rev. (Osgoode Hall) 121 (1989).

Letter of Credit Disputes Between the Issuer and Its Customer: The Issuer's Rights under the Misnamed "Bifurcated Standard," 105 Banking L.J. 380 (1988).

Standby Letters of Credit and Fraud (Is the Standby Only Another Invention of the Goldsmiths in Lombard Street?), 7 Cardozo L. Rev. 1 (1986).

Letters of Credit, Article 5 Warranties, Fraud, and the Beneficiary's Certificate, 41 Bus. Law. 347 (1986).

Strict Compliance with Letters of Credit: Striking a Fair Balance, 102 Banking L.J. 18 (1985).

The UCC's Consignment Rule Needs an Exception for Consumers, 44 Ohio St. L.J. 21 (1983).

A Good Faith Purchase Study: True Owners and the Warehouse Lien, 18 Houston L. Rev. 267 (1981).
The UCC Framework: Conveyancing Principles and Property Interests, 59 Boston U. L. Rev. 811 (1979).
The UCC and the Concept of Possession in the Marketing and Financing of Goods, 56 Texas L. Rev. 1147 (1978).
Good Faith Purchase and Warehouse Receipts: Thoughts on the Interplay of Articles 2, 7 and 9 of the UCC, 30 Hastings L.J. 1 (1978).
Section 9-307(1): The UCC's Obstacle to Agricultural Commerce in the Open Market, 72 Nw. U.L. Rev. 706 (1977).
The Merchant Class of Article 2: Farmers, Doctors, and Others, 1977 Wash. U.L.Q. 1.

Short Pieces, Commentary, Chapters, Surveys, and Book Reviews

Terminology Confusion: "Negotiate" and "Discount," DCInsight 11 (Jan.-March 2011).
Terminology Confusion: "Negotiate" and "Discount," DCInsight (forthcoming 2010).
The Strict-Compliance Rule, DCInsight 8 (Oct.-Dec. 2009).
Tethering the Fraud Inquiry in Letter of Credit Law, Chapter 7 in Trade and Documents: Limits and Limitations (P. Prasad ed. 2008).
Special Report: International Payments Systems, (w/ Baker), DCInsight 21 (July-Sept. 2008).
Identifying the Applicant, DCInsight 21 (Apr.-June 2008).
Negotiation Credits Under UCP 600, DCInsight 4 (Jan-March 2006), reprinted in Insights into UCP 600, at 213 (ICC Pub. No. 682) (2008).
Discounting Deferred Payment Obligations, DCInsight (Oct. – Dec. 2005), reprinted in 2006 Annual Survey of Letter of Credit Law & Practice 62; reprinted in Insights into UCP 600, at 107 (ICC Pub. No. 682) (2008).
Another View of Notice "Without Delay", Disposal and Preclusion, DCInsight 18 (Apr.-June 2005), reprinted in Insights into UCP 600, at 75 (ICC Pub. No. 682) (2008).
Book Review, [X. Gao, The Fraud Rule in the Law of Letters of Credit – A Comparative Study (2002)], 20 Banking & Fin. L. Rev. (Osgoode Hall Law School) 281 (2005).
Advanced Study of Commercial Law (short essay) in G. Hess & S. Friedland, Techniques for Teaching Law (2004).
Negotiation Credits, Value, and Nominated Banks, DCInsight 22 (Oct. – Dec. 2004), reprinted in Insights into UCP 600, at 59 (ICC Pub. No. 682) (2008).
Book Review, [A. Mugasha, The Law of Letters of Credit and Bank Guarantees (2003)], 20 Banking & Fin. L. Rev. (Osgoode Hall Law School) 177 (2004).
Discrepant Documents – To Hold or Not To Hold, DCInsight (Oct.-Dec. 2003).
Letters of Credit and the Bankruptcy Code's Lease Cap: A Response to Professor Bartell, 120 Banking L.J. 842 (2003).
Impersonating the Drawer: A Comment on Professor Geva's Paper "Consumer Liability in Unauthorized Electronic Funds Transfers," 38 Canadian Bus. L. J. 282 (University of Toronto) (2003).

Why High Discrepancy Rates Do Not Discourage L/C Use, DCInsight 8 (July-Sept. 2002), reprinted in 2003 Annual Survey of Letter of Credit Law & Practice 36.

How Negotiation Letters of Credit Can Go Wrong: Pan Pacific Specialties Ltd v. Shandong Machinery & Equipment I/E Corp., 17 Banking & Fin. L. Rev. (Osgoode Hall Law School) 129 (2001), reprinted in 2002 Annual Survey of Letter of Credit Law & Practice 57.

Financing for Commercial Hoi Poloi – Negotiable Drafts and Letters of Credit, 118 Banking L.J. 199 (2001).

Book Review, What's the Matter with the UCP? [Ligia Maura Costa, *Le Crédit Documentaire - Étude Comparative* (1998)], 15 Banking & Fin. L. Rev. (Osgoode Hall Law School) 501 (2000).

Teaching Commercial Law in the Third Year: A Short Report on a Business Organizations Commercial Law Clinic (w/ McNair), 45 J. Legal Ed. 283 (1995).

Book Review, The Story of EFT [B. Geva, *The Law of Electronic Funds Transfers* (1992)], 111 Banking L.J. 334 (1994).

Courts Won't Apply LOC Principles to Engagements that "Stray Too Far", Letters of Credit Report 1 (May/June 1991).

Professor Dolan Responds to Colleran on Negotiation Credits, Letter of Credit Update 18 (July 1990).

Dealing with the FDIC and the FSLIC in Financial Institution Insolvency Cases (1988) (chapter in University of Texas CLE Handbook).

Letters of Credit Practice: Torts, Crimes, and Some Other Don'ts, 104 Banking L.J. 36 (1987).

Book Review, [M. Kurkela, *Letters of Credit Under International Trade Law* (1985)], 21 Texas Int'l B.J. 203 (1985).

"Establishing, Amending, and Terminating the Credit" [chapter in *Letters of Credit and Bankers' Acceptances* (1985)] (revised and republished, 1986).

"Performance of the Credit by the Issuer" [chapter in *Letters of Credit and Bankers' Acceptances* (1985)] (revised and republished, 1986).

Book Review, [R. Henson, *Documents of Title under the Uniform Commercial Code* (1983)], ALI-ABA CLE Review, Apr. 13, 1984, at 2, col. 1.

Survey of Commercial Transactions, 26 Wayne L. Rev. 589 (1981).

"Agricultural Financing" [chapter in *Sales and Financing under the Revised UCC* (1975), revised and republished (1978); Republished as chapter in *Advising Farmers* (1980)].

"Measure of Damages under the UCC" [chapter in *Remedies for Breach of Contract* (1977)].

"Enforceability of Clauses Limiting or Excluding Breach of Contract Remedies" [chapter in *Remedies for Breach of Contract* (1977)].

Survey of Commercial Transactions, 22 Wayne L. Rev. 305 (1976).

Note, The Effect of the Erie Doctrine on the Application of the Federal Rules of Civil Procedure, 1964 U. Ill. L.F. 443.

Casnote, The Power of Congress to Regulate Foreign Travel, 1963 U. Ill. L.F. 709.

Casnote, The Right to Counsel During Police Interrogation, 1963 U. Ill. L.F. 511.

Casnote, The Power of the State to Compel Testimony, 1963 U. Ill. L.F. 293.

PROFESSIONAL RECORD:

Degree:

LL.B., University of Illinois, 1965.

Bar Admission:

Illinois (retired), 1965; Massachusetts (retired), 1973; Michigan, 1978.

Bar Activity:

American Bar Association

Liaison to NCCUSL Article 5 Drafting Committee, 1990 to 1992;

Chairman of Article 5 Subcommittee of UCC Committee, 1988 to 1991;

ex-officio member of Task Force to Study Article 5, 1987-1989;

Member of Task Force to Study Article 1, 1991-1992; Working Group on

International Bank Guarantees and Standby Letters of Credit, 1989-1992;

Michigan State Bar Association, 1978 to present.

U.S. State Department

Unpaid participant, Advisory Committee on Private International Law in connection with drafting of UN Convention on Independent Guarantees and Stand-by Letters of Credit, 1988-1995.

Adviser to American Law Institute Restatement of Suretyship Project, 1990 to

1995, and member of consultative group on various UCC drafting efforts.

Permanent Editorial Board for the Uniform Commercial Code:

Occasional drafter of supplemental commentary on letter of credit and document of title issues (1989 - 1992).

Employment:

Partner, Davis, Morgan & Witherell (1968 - 1975);

Associate, Davis, Morgan & Witherell (1965 - 1968);

Clerk, U.S. District Court, E.D. Ill. (1965).

Awards:

Wayne State University Academy of Scholars, elected 2010;

Ave Maria School of Law Professor of the Year, 2003;

University Distinguished Professorship (one of two conferred on the Law Faculty by the University for career accomplishments), Fall 2000 to present;

Law School Teaching Award, 1997;

President's Award for Excellence in Teaching (University award for record of exemplary teaching), 1994;

Charles H. Gershenson Distinguished Faculty Fellowship (two-year grant, awarded on competitive basis by the University to promote scholarship), 1993-1995;

Donald H. Gordon Excellence in Teaching Award, 1992;

First Year Class Professor of the Year, 1992, 1993;

Upperclass Professor of the Year, 1990;

Board of Governors Faculty Recognition Award (award by University for letter of credit treatise characterized as "definitive work in its field"), 1985;

Waterman Prize (U. of Ill. moot court competition), 1964;

National Moot Court (Ass'n of the Bar of the City of N.Y.) (Semi-Finalist),1964.

MEMBERSHIPS

American Law Institute 1984 to present; Life Member 2009.

Ave Maria Men's Smoking Club 2008 (honorary).

Delta Theta Phi Fraternity 2007 (honorary).

PERSONAL:

Born: May 14, 1940, Cambridge, Massachusetts.

Family: Married to Carole Ann Winke; three children: James, J. Benjamin, and Sarah;
ten grandchildren.

Citizenship: U.S. and EU (Republic of Ireland).