

*CURRICULUM VITAE*  
JOHN F. DOLAN

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APPOINTMENTS:

Wayne State University:

May 2015 to May 2016, Distinguished Professor of Law Emeritus

2001 to May 2015 Distinguished Professor of Law.

1978 to 2001, Professor of Law.

1975 to 1978, Associate Professor of Law.

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

Marshall-Wythe School of Law, College of William & Mary, Fractional-time 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.

EDITORIAL POSITIONS:

Board of Editors, Banking Law Journal, 2000 to 2017.

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

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

The Drafting History of UCC Article 5 (Carolina Academic Press) (2016).

The Domestic Standby Letter of Credit Desk Book for Business Professionals, Bankers, and Lawyers (Matthew Bender) (2015).

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

The Law of Letters of Credit (A.S. Pratt & Sons, (4th ed. 2007) [w/ semiannual supplements through 2013.1]; (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) (1<sup>st</sup> 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

The Role of Attorney's Fees in Letter of Credit Litigation, 133 *Banking L.J.* 555 (2016).

Insolvency in Letter of Credit Transactions - Part III, 132 *Banking L.J.* 287 (2015).

Insolvency in Letter of Credit Transactions - Part II, 132 *Banking L.J.* 243 (2015).

Insolvency in Letter of Credit Transactions - Part I, 132 *Banking L.J.* 195 (2015).

Negotiable Obligations for Discount: Notes, Acceptances, DPUs and BPOs, 29 *Banking & Fin. L. Rev.* (Osgoode Hall) 103 (2013), republished in 2014 *Annual Review of Int'l Banking L. & Prac.* 99.

Whatever Happened to the Poor Old Doctrine of Negotiability?, 130 *Banking L.J.* 136 (2013), republished in 2014 *Annual Review of Int'l Banking L. & Prac.* 77.

Letter of Credit Litigation under UCC Article 5: A Case of Statutory Preemption, 57 *Wayne L. Rev.* 1269 (2011), republished in 2014 *Annual Review of Int'l Banking L. & Prac.* 107.

Letter of Credit Undertakings and Suretyship Contracts: Did the Fifth Circuit Slip in *Express Blower, Inc. v. Earthcare, LLC*? 129 *Banking L.J.* 291 (2012), republished electronically in 2013 *Annual Review of Int'l Banking L. & Prac.* 105.

Documentary Compliance in Letter of Credit Law: What's In a Name, and What Need for an Original? [Piaggio & C.S.p.A. v. Bank of Nova Scotia], 28 Banking & Fin. L. Rev. (Osgoode Hall) 121 (2012).

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, 21 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, 109 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), portion excerpted in 125<sup>th</sup> Anniversary Issue, 125 Banking L.J. 77 (2014).  
 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, Book Reviews, and Student Work

The Original LC as "Document," DCInsight 18 (Jan.-March 2013).  
 Bad Faith and Unconscionability, DCInsight 6 (July-Sept. 2012) republished electronically in 2013 Annual Review of Int'l Banking L. & Prac. 102.  
Banco Santander and Protected Parties, DCInsight (Oct.-Dec. 2011).  
 Terminology Confusion: "Negotiate" and "Discount," DCInsight 11 (Jan.-March 2011).  
 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.  
Casenote, The Power of Congress to Regulate Foreign Travel, 1963 U. Ill. L.F. 709.  
Casenote, The Right to Counsel During Police Interrogation, 1963 U. Ill. L.F. 511.  
Casenote, 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, 1965 (retired); Massachusetts, 1973 (retired); Michigan, 1978 (emeritus 2016).

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 2016.

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 four conferred on the Law Faculty  
by the University for career accomplishments), Fall 2000;  
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;  
Upper class 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

WSU Emeritus Academy 2017.  
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, John Benjamin, and Sarah.