

Introduction

*By Kristen David Adams
Editor in Chief*

This issue opens with a very special remembrance of Raymond T. Nimmer, Dean Emeritus of the University of Houston Law Center, written by his long-time colleague and friend, Richard M. Alderman. Professor Alderman is both an Emeritus Professor and Director of the Center for Consumer Law at the University of Houston Law Center. Dean Nimmer contributed to the UCC Law Journal as an author and was part of the faculty at the University of Houston Law Center for more than 40 years. Dean Nimmer was active in many organizations, among them the American Bar Association Business Law Section's Uniform Commercial Code Committee, the American Law Institute, and the American College of Commercial Finance Lawyers. In addition to his wealth of work in the areas of Copyright Law, Information Law, the Law of Computer Technology, Modern Licensing Law, and the Law of Electronic Commercial Transactions, Dean Nimmer was the Co-Reporter to the Drafting Committee on Revision of Article 2 and the Reporter for the Uniform Computer Information Transactions Act (UCITA).

In "International Commercial Arbitral Agreements," attorney and Professor Emeritus Jay Grenig discusses the requirements for drafting enforceable arbitral agreements as well as various clauses that address common issues in international commercial arbitration. Professor Grenig brings a wealth of experience and expertise, having arbitrated or mediated more than 3,000 labor and employment disputes, written numerous books and articles on dispute resolution and civil procedure, and been a leader in countless professional organizations, among them the Labor and Employment Section of the Association of American Law Schools and the Alternative Dispute Resolution Committee of the Tort Trial and Insurance Practice Section of the American Bar Association.

The issue continues with "Loan Proceeds and Article 9 Proceeds" by Jeanne L. Schroeder and David Gray Carlson, both Professors of Law at the Benjamin N. Cardozo School of Law. In this article, Professors Schroeder and Carlson

explore how, even though funds advanced to a debtor by a secured party are never Article 9 proceeds of the collateral for that lender, these same funds can be proceeds of that collateral for a undersecured junior secured party, when advanced by a senior secured party. In addition to her work in commercial law, Professor Schroeder also writes in the area of feminist jurisprudential theory and is currently exploring a feminist theory of law and economics. Professor Carlson has written more than 90 articles on debtor-creditor law and legal philosophy and has recently published a revision of Gilmore's classic treatise, which is now titled *Gilmore and Carlson on Secured Lending: Claims in Bankruptcy*.

In "Warranties and the Statute of Limitations," Peter Siviglia explores a recent case that demonstrates a failed contractual attempt to toll or suspend the running of the statute of limitations on warranties. His article offers two solutions to avoid the risk posed by the law. In addition to his best-selling work *Commercial Agreements—A Lawyer's Guide to Drafting and Negotiating*, I have always particularly appreciated *Writing Contracts—A Distinct Discipline*, which is one of Mr. Siviglia's three other well-regarded books. *Writing Contracts* was one of the first books recommended to me when I was a first-year professor, some eighteen years ago, and has been a favorite source ever since that time.

In "Is the Part as Great as the Whole? Whether Partial Production of Divisible Units on an Oral Contract for the Sale of Specially Manufactured Goods Renders the Entire Contract Enforceable Under the UCC Statute of Frauds," Jim Hefferan provides a thoughtful explication of the part-performance exception to the statute of frauds. He takes a deep dive into the exception and examines both the narrow and broad approaches to the issue. Mr. Hefferan is a Senior E-Discovery Attorney with Kilpatrick Stockton. In addition to his more than 14 years of experience in commercial litigation, Mr. Hefferan has taught courses in commercial law, contracts, contract drafting, among other topics, at both Charlotte School of Law, where he was previously an Associate Professor of Law, and Wake Forest University School of Law, where he was a member of the adjunct faculty.

This issue closes with the last installment of *Current Literature in commercial law* to be prepared by Karolina Apa. Ms. Apa is about to finish her third and final year at Stetson University College of Law. In addition to her

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background in finance and management, Ms. Apa has owned and operated a licensed real estate brokerage company for more than ten years. I have thoroughly enjoyed working with Karolina and am very proud of everything she has accomplished, as well as all of the accomplishments that I know will lie ahead for her.

I hope that you will enjoy this issue as much as I have enjoyed working on it.

Kristen D. Adams