
PETER G. DILLON: BEST ARTICLE 9 COLLEAGUE EVER

Alvin C. Harrell*

Peter Dillon came to Oklahoma City University School of Law (OCU) in 1976, at roughly the same time I began teaching the course on Uniform Commercial Code (UCC) Article 9 (Secured Transactions).¹ Peter and I have shared that course since 1981, alternating between years and between day and evening classes (2018 is my year—yay!). Partly as a result of our sharing over many years (what I think we both agree is) the best course in law school, as well as working together on a number of other projects, Peter and I have had many opportunities to discuss common and uncommon issues of contracts and commercial law in general and UCC Article 9 in particular. This has always been to my great benefit, quite aside from Peter's many other contributions to the students and the school. Throughout this time, Peter has been the best academic and Commercial Law colleague that anyone could ask for, and it was not long after Peter arrived at OCU that I realized this and developed the utmost respect and sincere admiration for his keen intellect and insightful understanding of commercial and contract law and for the value of his teaching to his students and the school, not to mention his congenial personality and generous spirit. It is (and always has been) an absolute pleasure and honor to work with Peter and to be his friend and academic colleague.

Remarkably, in all of that time I don't believe that there has ever been a cross word between us. This is an extraordinary record of collegiality—obviously, it is not always so in academia. I don't want to put too fine a point to it, but let's be honest: Faculty at other schools often don't get

* Professor of Law Emeritus, Oklahoma City University School of Law.

1. If memory serves me correctly, in this regard Peter and I replaced the late Professor Richard Brown, who moved to another school after several years of teaching the commercial law courses at OCU. Richard was a brilliant and extremely talented teacher, and students from that time may remember him as the best teacher they ever had. I admired him greatly, and was cognizant of the challenge Peter and I faced in trying to fill those shoes. Peter, at least, did so admirably, to the great benefit of OCU students.

along this well with one another, including Commercial Law faculty. Over the years I have encountered more than one instance where the Commercial Law faculty of a school were barely (or not at all) on speaking terms with each other. As a result, much of the value in the academic experience can be lost, including of course the opportunity to share differing views on difficult and even contentious legal issues. In contrast, Peter has always been ready and willing to delve deeply into any legal issue, no matter how obscure it might seem, to help a colleague (or student) who is wrestling with an intellectual challenge (and sometimes he presents some additional challenges in return). What a wonderful experience this has been! My experiences with faculty at other schools have often made me especially appreciative of what it has meant to have Peter as a friend and colleague.

Certainly this does not mean that Peter and I always agree on everything (I would not tarnish his credibility and reputation by representing that!), or even most things, or that either of us shrinks from expressing or defending his views. Moreover, Peter and I are from significantly different backgrounds and therefore probably started from different perspectives. He is from New York (he received his JD from Fordham Law School in New York City, and his BA degree from Syracuse University, though he came west to earn his LLM degree from the University of Texas at Austin in 1976), while I grew up in the more laid-back environment of a southern California beach town, served in the US Air Force and worked in the financial industry rather than the Peace Corps (Peter served as an instructor of law in the United States Peace Corps program in Liberia, West Africa, for two years, where his association with the Jessup International Moot Court Competition began). More disparate backgrounds than ours might be hard to come by, and there are many things we don't see eye to eye on, including some legal issues (though, perhaps surprisingly, I think there are fewer of the latter than one might expect—perhaps a testament to the relative clarity of the UCC). Peter has always (literally without exception) been willing to meet, talk, and explore differing perspectives with an open mind, in an effort to discuss and minimize or bridge (or at least understand) any differences, by recognizing and building on common ground (including, I think, a high regard for rational statutory analysis and a mutual respect for contract and commercial law). Our intellectual exchanges have been valuable and rare experiences for me, and I have long treasured them. This has been true in the context of a variety of activities, whether discussing a case or legal or

educational issue, participating in the Oklahoma Bar Association UCC Legislative Review Committee, attending a faculty meeting, or editing or coauthoring a law review article with Peter. In all of this, Peter's intellectual insight and contributions always have been significant and manifest, yet expressed in the most congenial and reasoned manner possible; as a result, one always comes away from a meeting feeling that Peter has made a positive contribution to the dialogue and that his participation has materially benefitted the project and everyone involved. Again, this experience is not all that common, in academia or elsewhere. As a result, I always enjoy any project with Peter. Of course, it helps that I have complete confidence in his legal expertise and academic judgment and so greatly value his views on our subjects of mutual interest, such as Article 9.

Of course, Peter is not only an outstanding UCC Article 9 (and UCC Article 2) scholar and teacher, he is (for example) equally at home in the complex (and, to some, apparently mystifying) world of contract law. Peter has helped many generations of OCU students master this difficult subject (and pass the bar exam), by his demanding and incisive approach to legal analysis and teaching. Again, it is not only the students who have benefitted. I appreciated his help and expertise even more fully when, after an absence of some twenty-five years, I returned to teaching Contracts a few years ago. Peter's assistance in easing my return to this fold was extremely helpful, including, e.g., our discussions of difficult cases and points of law and an appropriate classroom pace, sharing a common casebook, and, yes, allowing me to plagiarize his famously detailed and extensive syllabus. Peter's consistent and friendly help and encouragement, his well-earned credibility on these issues, and my long-standing respect for the expertise he shared, greatly smoothed this path. Thanks in no small part to Peter's help, I was able to slide back into Contracts with only minimal trauma (for me at least—not sure about the students).

I would be remiss if I failed to note Peter's close and important involvement, over the course of some forty-five years, with the prestigious Philip C. Jessup International Moot Court Competition (held each year in Washington, D.C.). Peter has been coaching Jessup teams since 1972 (beginning at the L.A. Grimes School of Law, University of Liberia in Monrovia, Liberia and continuing when he came to OCU in 1976). Needless to say, Peter almost single-handedly created the Jessup program at OCU and has maintained it ever since, to the great benefit of the law

school and hundreds of OCU law students. The Jessup team and competition are named for Philip C. Jessup, elected in 1961 as United States representative to the United Nations International Court of Justice and a key player in many international law conferences, including Bretton Woods, and the formation of the International Law Commission.²

The Jessup Competition has the largest number of competitors in the world and is the oldest moot court international law competition.³ Its importance to OCU cannot be overstated: Participants are from law schools all over the world, and the longtime participation and success of OCU students under Peter's active supervision ranks as a high-profile (and prestigious) achievement for the OCU School of Law. Peter and his students deserve the credit for this achievement, and all of us who care about the law school should be very pleased that Peter will continue to coach future Jessup teams as a professor emeritus.

I doubt that Peter fully appreciates how much I admire him and respect his expertise, appreciate his help and long-time friendship, and value him as a colleague—our relationship has always centered around academic and professional issues, and I am not one to discuss other things (such as sports, which I believe Peter enjoys). But there have been many times when I have reminded myself of how fortunate we are at OCU to have Peter Dillon as a member of the faculty (now as professor emeritus) teaching commercial law courses. Not only is Peter the ideal Commercial Law teacher and colleague, his judgment and insight on general academic, faculty, law school, and university matters have been consistently valuable to the school and appreciated by me. His academic rigor, both inside and outside the classroom, often has been essential to maintaining the high standards for which OCU is known. All of us associated with OCU are very fortunate that Peter Dillon chose to devote his professional career to this school.

So it is fitting that Peter has received the honor of being designated Professor Emeritus, and I want to say congratulations and also thank you to Peter, for being, for all of these many years, the best Article 9 colleague a person could ever have. I am thankful that, in his new capacity as Professor Emeritus, Peter will continue to serve the school as a teacher and coach of the Jessup team, and thus will continue to be a valuable resource and inspiration to students and his colleagues. Of course, the downside of

2. *Jessup Frequently Asked Questions*, INT'L L. STUDENTS ASS'N, <https://www.ilsa.org/jessuphome/2014-08-15-09-28-07/faqs> [<https://perma.cc/J5F9-LP86>].

3. *Id.*

Peter's emeritus status is that his unsurpassed expertise in teaching first-year Contracts will now be unavailable to future OCU students. This is a loss for the students and the school. But, thank goodness, Peter will continue teaching Secured Transactions (and also Sales and Leases), and coaching the Jessup Moot Court team, so that his special abilities as a teacher and scholar will continue to benefit OCU, its students, and Peter's colleagues. And thus, for now at least, I will continue to share the best course in law school with the best Article 9 colleague ever.