

IN MEMORIAM CALVIN KUENZEL*

Donald B. King**

Cal Kuenzel was a fine law teacher, scholar, and friend. His life touched on so many lives. Perhaps this is one of the greatest measures of a person's life — that he influenced and touched others.

I first came to know Cal Kuenzel in the early 1960s, but I had heard of him even before I met him at an Association of American Law Schools (AALS) Annual Meeting. Dick Dillon, then Dean of Stetson University College of Law, and I were in a summer law teachers' graduate program at New York University and I often heard Dick mention Cal. Indeed, Cal Kuenzel was virtually handling the work of the Dean for three months each of those three summers while Dick and others like myself continued in the relatively vigorous and time demanding work there at NYU.

I got to know Cal really well at a NYU law school summer workshop on commercial law. We had some of the leading experts there, such as Grant Gilmore of Yale, Soia Mentsehkoff of Chicago, Allan Farnsworth of Columbia, Frank Kennedy of Michigan, and Larry King of New York University. Cal demonstrated a great depth of knowledge with his probing questions and comments in our discussions. His legal abilities in the field of commercial law were quite evident. In addition, Cal had a great deal of expertise in particular areas of commercial law. He was certainly one of the leading experts on accommodation parties, which involved complex considerations of negotiable instruments law and surety intertwined. He also was an expert on bulk sales and secured credit. He wrote a prophetic article urging the elimination of the bulk sales article of the Uniform Commercial Code at the very time such a thing was unthought of by others. Some twenty years later or so, he was vindicated when the drafters of the Code made Article VI optional and allowed states to

* © Donald B. King, 1999. All rights reserved.

** Professor of Law Emeritus, Saint Louis University School of Law; member, Washington State, Missouri, and United States Supreme Court Bars; life member, American Law Institute. B.S., Washington State University, 1954; J.D., Harvard, 1957; LL.M., New York University, 1963; M.S.W., Saint Louis University, 1979.

either keep it or completely eliminate it as an unnecessary law.

I asked Cal, along with a group of several other authors, to work on a commercial law casebook. I had put together some mimeograph materials that I was using in my classes, but realized that the breadth of commercial law demanded a broader range of expertise. Cal was one of my first choices because of his broad range of knowledge over the various aspects of commercial law. Another Stetson author, who was then teaching at Detroit College of Law in Michigan, Bradford Stone, also was known to me since we gave continuing legal education lectures in that State along with Roy Steinheimer of the University of Michigan. The casebook was first published in 1968.¹ Five editions later, it became one of the longest standing casebooks in American legal education. It would have been even longer if the mistaken copyright date put on the first edition title page were used. As Cal pointed out to me, the publisher had inadvertently put as a copyright date 1698. A corrected page was placed into each book before it was distributed. The casebook still continues in its fifth edition along with three new casebooks in Sales,² Negotiable Instruments and Payment Systems,³ and Secured Transactions.⁴ Cal is a co-author on all of these.

I also got to know Cal well during my one year as a visiting professor at Stetson in the early 1970s. My office was just a couple doors down the hall from his and we frequently conversed. We also ate our lunches in the faculty dining room over good conversation and some of the funny and tall tales of Judge Dayton, an adjunct professor, who was one of the best storytellers I have ever heard. Cal with his witty comments and good story telling certainly came close to the Judge, however. During that year, my parents visited Stetson in St. Petersburg and decided to move there. Because they had a condominium at Town Shores in Gulfport, I visited there several times a year. Needless to say I also visited during these times with Cal and some of the other Stetson faculty.

Cal also had a wonderful sense of humor. Indeed, I enlisted him

1. DONALD B. KING ET AL., COMMERCIAL TRANSACTIONS UNDER THE UNIFORM COMMERCIAL CODE AND OTHER LAWS (5th ed. 1997).

2. DONALD B. KING ET AL., SALES LAW (1997).

3. DONALD B. KING ET AL., NEGOTIABLE INSTRUMENTS AND PAYMENT SYSTEMS (1997).

4. DONALD B. KING ET AL., SECURED TRANSACTIONS (1997).

to help out with one of my practical jokes. Dean Dillon had a portrait of one of his favorite old professors in his office. Once when the Dean was gone, I went in the office and with the assistance of Cal we took the picture down and hid it behind the couch in Cal's office. The Dean's long-time secretary, Dorothy Bishop, had just left for Arizona. When the Dean came back, Cal told him that Dorothy had asked for that portrait for a "memento" and he had given it to her to take with her to Arizona. Dick Dillon was at first flabbergasted, a bit angry, and amazed that this had occurred since he liked that portrait so much. About a day later, Cal and I told him what had happened and returned the portrait to him. The Dean didn't play any practical jokes on Cal, but took the liberty of doing one back on me — the next morning, I found the lock on my office door changed when I had to get in to get my casebook and notes. Fortunately, I knew the Uniform Commercial Code well enough that I simply went into class and "winged it." When I went down to see Dean Dillon, he and Cal just laughed and gave me a new key to the office. I can remember many times when Mickey Smiley would come in to Cal's office and the three of us would sit and exchange stories and jokes with considerable laughter for an hour or so.

Cal had earlier roots in the State of Iowa. He always remembered these and also his first law teaching job at Illinois. There he formed a lifelong friendship with Dean Russell Sullivan and his wife, Peg. When the Sullivans bought a condominium in Gulfport, Cal regularly visited with them. When Russell died, he continued to visit and assist Peg on an almost weekly basis. He also assisted my widowed mother in a matter that she was unable to handle. Cal always was able to give advice and assistance to those in need; he had a kind heart.

Cal's kindness extended to his children despite any problems, and he was always there for his first wife, Marlyss Kuenzel, to help. He was proud of his children, Kevin, Chris, and Kraig, as they grew up and pursued careers. In recent years, Cal also enjoyed greatly his youngest son, Calvin, his step-children, Pam and Todd, and his second wife, Diane. Diane, Pam, and Kevin are lawyers in Florida and Stetson graduates. I remember some of the good times that Cal and Diane and the rest of us had at AALS conferences and Matthew Bender (our casebook publisher) annual banquets, which were always held in unique places in fine restaurants. Whether it was the

top of the Pan Am building in New York City, or the top of the John Hancock building in Chicago, or an old convent in San Antonio, or the old City Hall of New Orleans, or an old mansion overlooking San Francisco bay, or other unique settings, I always had a good time with Cal and Diane in these evening-long receptions and dinners. Diane and Cal had many good trips together.

Cal's broad breadth of knowledge continued to the very end. Not only was he teaching Contracts as his main subject, but he was keeping up in all three major branches of commercial law as well. It is most difficult to keep up in subjects that you are not teaching and involves considerable talent and work. In the "olden days," there were often three separate teachers for commercial law, e.g., one for Sales, one for Negotiable Instruments, and one for Secured Transactions. Using this criteria, Cal was, with his Contracts course, maintaining and equaling the expertise of four teachers.

It is Cal's outstanding personality, his effect on others, his legal scholarship, and his great breadth of legal knowledge, that will make him well remembered to all of us and to others throughout the legal education profession.