Pens for Hire: Part 2

Geoffrey E. Buerger, Kiita Learning Community, Barrow, Alaska

Abstract

This is part two of a three part invited article series examining the historical evolution of the contract cheating industry. As far back as the aftermath of the First World War there were small commercial operators serving the wants of students who preferred to purchase essays rather than write them. Occasionally, as described in part one of this series, these were exposed by journalists and once even taken to court by local authorities. By the end of the turbulent 1960s, however, those businesses had emerged from the shadows and were aggressively advertising their wares. In response, universities and government entities made more determined attempts to suppress the trade. This article focuses on the attempts of three jurisdictions to shut down the term paper mills: New York, Wisconsin, and Massachusetts. Part two concludes with a series of questions to encourage reflection and discussion with students or educators and practitioners.

Keywords: academic fraud, contract cheating, ghost writing, history, term paper mills

Term Paper Mills Go National

By the 1970s term paper mills had become a national phenomenon in the United States. Research Assistance of Los Angeles had been active in the West Coast market since 1969 (Research Assistance Catalog 24, 1994), businesses with names like *Quality Bullshit Services* and *International Termpapers Inc.* were receiving international attention (Muir, 1971), and local franchises of national companies proliferated across the United States. One such was visited by Tinney S. Humphreys, a reporter for *The Chronicle of Higher Education* "temporarily joining the ranks of students who shop for their homework," whose description both illustrates the nature of the business and implies the existence of nation-wide competition for the contract cheating dollar:

> I called on a Friday to inquire about the proper procedure for ordering my paper. Cash in advance, I was told -- $1.90 a page for papers already in the files, $3.85 a page for a written-to-order job. [...]
>
> The office suite of Termpapers, Inc. is on the ground floor of an ordinary office building [in Washington, D.C.]. The small front room has two chairs and a counter, and on the wall behind the counter is a stenciled sign: "We Do Not Condone Plagiarism."
>
> A long-haired man greeted me and pulled out an order blank. Did I need a paper written, or would I like to look through the files? How many pages? Name, address, phone, class, instructor? Where did I hear about Termpapers, Inc. -- ads, word of mouth, article, leaflets? Should they mail it, or would I pick it up? Did I want a bibliography and

> footnotes? How soon did I need it?
>
> He asked for any instructions I could give on how the paper was to be written, but not for what grades I usually made or what caliber I expected the paper to be.
>
> The order blank stated in capital letters, "FOR RESEARCH AND REFERENCE PURPOSES ONLY." It also offered a choice among "Termpaper Format," "Graduate Level," "Master Thesis Format," and "Ph.D. Format." The reverse side claimed that the company was the *"Quickest Most Professional Termpaper Service in the U.S*." [emphasis added] with a "Library of 10,000," a "Professional Staff of College Graduates," and the "Lowest Possible Prices Available."
>
> [...] It was a B- paper, 10 pages long, no footnotes or bibliography. It cost $38.50.... I could have added a title page with my name on it and turned it in exactly as it was. (Gray, 1977; Humphreys, 1972)

As Tinney's interview at Termpapers Inc. suggested, contract cheating businesses had become more aggressive in their solicitations: "almost all… customers are students who have been attracted either through advertising in college newspapers, or by "fliers" given to passersby at college campuses" (Supreme Court of New York, Special Term, New York County, 1972).

The blatancy of the come-on could not fail to attract the attention first of the press, and then of the authorities. As it had a decade earlier, New York took the lead: after the *New York Times* ran a major story on the industry (Maeroff, 1971), the Attorney General of New York State took four companies to court alleging that "965 students in 100 colleges in New York have paid $35,416 for the companies' services from Nov. 1 to Jan. 31 [1972]" and that the firms were "subverting the process of learning [by] encouraging intellectual dishonesty and cheating" (Badger Herald, 1972). One reporter put the number of colleges involved at 109 (Waggnoner, 1972a). Shortly thereafter the University of Wisconsin acknowledged that they were monitoring events in New York and contemplating similar action (Begalke, 1972; Sentinel, 1972).

The New York case was *State of New York v. Kathleen Saksniit et al.,* in which Attorney General Louis J. Lefkowitz obtained an injunction barring the continued commerce in schoolwork and even appointing a temporary receiver of the corporate defendants (Supreme Court of New York, Special Term, New York County, 1972). In the written decision by Judge Abraham Gellinoff the court gave a detailed description of the term paper companies and their operations:

> The "flier" states: "Do you have a term paper assignment that's a little too much work? Are you cramped for time with a nightmarish deadline closing in? Let us help you. We have a team of professional writers who can handle any subject. Our papers are custom made, and professionally typed. We offer the most economical work anywhere, at no sacrifice in quality or service to you." At the bottom of the "flier" is the statement, "This material is intended to be used for research and reference purposes only."
>
> The student may respond to defendants' advertising in person or by mail. If he comes to

> their office, he sees three signs on the wall, reading: "We don't guarantee grades", "We don't condone plagiarism" and "No refunds." …
>
> The term papers are produced for defendants by freelance writers who are college graduates with some expertise in the subject involved in the particular paper. The writers have signed a contract with defendants, promising "to submit research and writing that is commencerate [sic] in quality with work sufficient to be accepted in a Graduate Program at an accredited University." Additionally -- and ironically -- each writer promises "that all work he produces and submits will be original and the products of his own research and writing, and the final product will not be work prepared for him by others." (Supreme Court of New York, Special Term, New York County, 1972)

The court agreed with Lefkowitz's contention that these companies were perpetrating a fraud upon the public and concluded that " '[g]host-writing' students' term papers is fraudulent, illegal, and apparently criminal." On points of fact the court concluded from the detailed instructions given by customers on their order forms that each "is clearly telling [the companies] that he intends to palm off the term paper that he receives... as his own" and that the format of these "fully written term papers... typed on white paper without any indication of their source or authorship," was intended to allow students to submit them unaltered for credit (Supreme Court of New York, Special Term, New York County, 1972).

Saksniit and the other defendants argued that disclaimers such as "[t]his material is intended to be used for research and reference purposes only" absolved them of any responsibility for students' use of their material, and that any agreement between the form of the delivered reports and a customer's instructions was "purely coincidental." Citing advertising emphasizing "twice as many papers as last semester with summaries and grade levels on every one," Judge Gellinoff dismissed such arguments with an almost audible snort of contempt: "[I]n light of... indisputable evidence, th[ese] unsupported assertion[s are] rejected by the court as unbelievable." The standard of sufficiency of evidence is "whether common human experience would lead a reasonable man, putting his mind to it, to reject or accept the inferences asserted for established facts"—and using that benchmark the court ruled against Saksniit and the other defendants decisively and comprehensively (Supreme Court of New York, Special Term, New York County, 1972).

In the wake of the *Saksniit* decision, the University of Wisconsin—Madison finally took action, and on May 1 the Faculty Senate explicitly prohibited the submission of purchased work for credit (Gribble, 1972; Swain, 1972b; University of Wisconsin, 1972). The term paper mills reacted with a shrug; Bruce Inksetter of Academic Marketplace told the press that "[t]he University has always frowned heavily upon students using our services. I really don't think making their disapproval a formal regulation will have much effect on us" (Begalke, 1972). When Robert Warren, the Attorney General of Wisconsin, announced an investigation of the industry, however, the stakes went up (Wisconsin State Journal, 1972).

One local operator must have seen it coming: about the time of the *Saksniit* case, Marty Pesham—previously a rather flamboyant hawker of wares—began to cultivate a lower public profile. According to *Daily Cardinal,* Pesham "had ceased operations previous to the [Wisconsin] investigation" (Johnson, 1972b). His last interaction with the press was an announcement of the imminent sale of his business (to a "West Coast industrialist" for "$1.4 million") and his pending "semi-retirement" (Greenberg, 1972). That gaudy prospect did not in fact materialize: the *Badger Herald* later reported that the sale of Pesham's corporation, "Termpapers of America, Inc.," had fallen through and the business was still in Madison (Mentzer, 1972a). After that, Pesham lay low.

Unless the state was merely trying to get a ruling banning the sale of academic work and thus needed to bring an action against only one concern, it is not clear why the Attorney General's complaint named only Academic Marketplace. Inksetter was made of sterner stuff than his rival: he complied with the subpoena, looking forward to vindication in court and boom times afterward (Hill, 1972; Wisconsin State Journal, 1972)

The Attorney General's Office of Consumer Protection brought the complaint to the Department of Agriculture (within whose purview fair trade practices fall in Wisconsin), which issued the subpoena. Among the papers seized from Inksetter were correspondence with Ward Warren [no relation to the Attorney General], from whom Inksetter held the franchise, company records, and current student orders (Swain, 1972a). The hearing was conducted by Examiner Gerhardt A. Schueler on June 7, 1972, with Assistant Attorney General Bruce A. Craig acting for the State and Inksetter representing himself. Inksetter's franchise was terminated on May 31, a week before the hearing. Either Ward Warren's jaunty assurance that the Boston firm would absorb legal costs (Swain, 1972a) proved chimerical, or Inksetter felt that he was now in a position to set up as an independent and thus keep a larger percentage of each sale. Other companies seem to have spun off from the Warren franchising empire more successfully than Inksetter. New Jersey's Collegiate Research Inc., for example, was run by a former Termpapers Unlimited employee who set up shop in the Warren franchise's former office (New York Times, 1973).

Witnesses for the State included students testifying with immunity from prosecution (one of whom found that the paper he purchased had been plagiarized from published sources). Inksetter, the sole witness for Academic Marketplace, testified that he had sold about 700 papers to students in the University of Wisconsin system since October 1 and grossed about $10,000, the lion's share of which went to Ward Warren (Heinberg, 1972). In an earlier interview, Inksetter told the press that he made 45¢ per page on original orders and 75¢ per page on catalogue orders (Green Bay Press-Gazette, 1972a). He was unrepentant about the nature of his business, maintaining that "requiring term papers [is] a deficiency in the teaching process" (Gribble, 1972) because "most term paper assignments don't advance a student's education in any way" (Heinberg, 1972), and asserting that he saw "nothing unethical or immoral" about selling essays (Gribble, 1972).

When the Examiner released his report in October, the Finding of Fact tersely described

Inksetter's business, adding only three facts to the public record. These were that: (1) Bruce Inksetter had been joined in the business with his brother Angus; (2) the start date of Inksetter's franchise agreement with Ward Warren Manuscripts, Inc. was October 1, 1971; and 3) more difficult papers and take-home examinations could command as much as $6.45 per page (State of Wisconsin Department of Agriculture, 1972). The Conclusions of Law, however, were everything the University could have hoped for:

> The sale of term papers and other material to students for use as their own original work product in fulfillment of academic requirements at colleges and universities in this state takes unfair advantage of the student, aids, abets and encourages him in the commission of a fraud on the educational institution he attends, and on the general public. The practice further has an adverse effect on the ability of the state university system to function in the manner and for the purposes declared by Chapters 36 and 37, Wis. Stats., and the right of private colleges and universities to carry out their own educational programs and objectives free of such undue interferences. The public is adversely affected by such practices in terms of reliance placed on academic credentials and the harm which results from the use of false credentials. The practices are disruptive of the educational process, work against the state's interest in higher education, and constitute a public nuisance which may be prohibited and enjoined under Sec. 100.20, Wis. Stats. (State of Wisconsin Department of Agriculture, 1972).

Inksetter was duly enjoined from "engaging in advertising, offering to sell or selling materials which are capable of being submitted by students as their original work product in fulfillment of academic requirements" (State of Wisconsin Department of Agriculture, 1972). Robert Warren immediately issued a press release detailing the interdiction and praising Schueler's order as "a landmark decision" (Department of Agriculture, 1972).

As soon as the subpoena was issued the University, which had been criticized in the press for its "apparent indifference" to the activities of Madison term paper mills (Green Bay Press-Gazette, 1972b, 1972c), began to take steps. Dean of Students Paul Ginsberg announced that disciplinary action would be taken against any UW-M students involved (Gribble, 1972; Johnson, 1972a; Swain, 1972c), and asked the Attorney General to provide the Dean of Students' Office with copies of all the material subpoenaed from the Madison term paper mills. Few of either Warren's papers or Ginsberg's have found their way to the State or University Archives, but clear reference to this request was made (University of Wisconsin—Madison Archives, 1972).

The University chose not to conduct a systematic enquiry or to deal with all offenders through a uniform process or tribunal. Rather, in mid-June (Gribble, 1972), Ginsberg distributed the work in question to the respective department chairs, who in turn were asked to turn them over to the appropriate instructors for adjudication. The instructors were then expected to notify by registered mail each student compromised by subpoenaed material and give the student 10 days to respond. At the end of that time, the instructor was to decide (on the basis of the student's

response and a comparison of the essay purchased with the work submitted) whether academic dishonesty had been committed, and, if so, what the penalty would be. If University disciplinary action seemed warranted, a recommendation to that effect could be made to the Dean of Students. Department Chairs were asked to report on the disposition of each case as soon as possible (University of Wisconsin—Madison Archives, 1972).

This procedure had the obvious benefit of spreading out the enormous job of processing nearly 600 cases [700 had been anticipated (University of Wisconsin—Madison Archives, 1972)], but the disadvantages were equally clear. While the guidelines laid down by Ginsberg were intended to establish a consistent form of due process, wide inconsistency in the administration of academic justice was inevitable and borne out by the results. Although no definitive figures survive of the number of cases prosecuted, by December 1972 Ginsberg could announce that 582 viable cases had been identified, of which 162 had resulted in course failures, 193 in reduced grades, 39 in additional work required, and 124 in acquittals, with the balance still pending at Christmastime (Swain, 1972c). The University held up some degrees until credits were cleared up or made up, but took institutional disciplinary action (ranging from reprimand to probation) only against the 10 students who were found to have submitted more than one bogus paper (Wisconsin Alumnus, 1973).

Even these mild consequences seem to have put a damper on the term paper market in Madison, as local operations shut down and mail-order concerns found that they were not receiving encouraging returns on their campus advertising dollars (Branagan, 1972; Murphy, 1973; Waalkes, 1973). Ginsberg was not surprised; he thought that the hundreds of cases had produced "a chilling effect... on this campus" (Dresser, 1972, p. 8) with the result that "[s]tudents simply aren't buying those termpapers any more. The risk appears to be too great" (Murphy, 1973, p. 1). If that conclusion proved to be too sanguine—out-of-state firms were advertising heavily again on the Wisconsin campus within two years (Bartel, 1973)—at the time it seemed to be true.

It is perhaps worthwhile to speculate on the reasons for the University's relatively tepid response to widespread student misconduct, which stands in stark contrast to the vigorous action taken by York University in a similar situation 17 years later. It may be that Ginsberg felt that UW—M would be vulnerable to legal action because of a loophole in the disciplinary code (University of Wisconsin, 1972) or because of the jerry-rigged adjudication process; it may be that within the institution either genuine disagreement over the role term papers should play in the curriculum (Mentzer, 1972b) or simple complacency (Flegel, 1972; Gribble, 1972) compromised Ginsberg's authority to act; it may be that in the political climate of 1972 the University chose the least confrontational means available; or it may have been a combination of these and other factors. At this remove it is impossible to pronounce with any confidence.

The appearance in Madison of advertisements for out-of-state term paper mills so soon after the Inksetter case illustrates the limitations of state action: while litigation could shut down businesses within the jurisdiction of the court, companies beyond state lines were not so easily

shuttered. This was recognized by Boston University, where another campaign against contract cheating was taking place.

Boston University

In Massachusetts the universities took a more active role than in Wisconsin, and actively enlisted government agencies in their campaign to put the term paper mills out of business. Leading these efforts was Boston University, which sought and received from Suffolk Superior Court a court order enjoining the mills from selling their products to students within the Court's jurisdiction. The B.U. complaint held that seven companies—Champion Research, Champion Termpapers, International Termpapers, Ward Warren Manuscripts, Termpapers Unlimited, Quality Bullshit, and Termpapers Anonymous (d/b/a Write-On)—were:

> (a) ...interfering with the contractual and advantageous relationships between... Boston University and its students; (b) ...tortiously interfering with the educational functions and programs of... Boston University and that (c) the contracts, arrangements or agreements... by which term papers and other research documents and materials are sold for submission as the student's own work or for use by students in lieu of doing their own work, violate the public and educational policy of the Commonwealth and are invalid (Suffolk Superior Court, 1972b).

The original Bill for Declaratory Judgment echoed the principles articulated in the Examiner's ruling in Wisconsin. The B.U. complaint asserted not only that "it is consistent with the public and educational policy of the Commonwealth that students at the University shall prepare and submit only their own work - and not that of another - in satisfaction both of course requirements and of degree requirements," but also that "[t]he integrity and intrinsic value of degrees granted by the University and by other Universities is a matter of... concern to the Commonwealth... and to the public who must deal with and rely on the significance and integrity of such degrees" (Suffolk Superior Court, 1972a). Charging that the activities of the defendants "knowingly encourages, induces or aids the student to deceive the University and to render fraudulent and spurious academic performance which is not readily detectable or apparent, and is clearly not intended to be" (Suffolk Superior Court, 1972b), Gordon T. Walker argued for B.U. that "[u]nless restrained, such conduct - which is widespread - will cause the University irreparable harm" (Suffolk Superior Court, 1972b). The University therefore asked that the defendants be restrained from:

> selling, renting, transferring, delivering or otherwise providing, directly or indirectly, any written or recorded term paper, thesis, theme or other research documents or materials to any student... and from destroying, defacing, altering, damaging, removing, concealing, changing or otherwise improperly dealing with... records or data relating in any way to the conduct of their business... (Suffolk Superior Court, 1972b)

Two days later the *Harvard Crimson* published an interview with Kenneth Warren, in which that

entrepreneur "urged the presidents of other term paper firms to destroy all their business documents" (Eggert, 1972, pp. 1, 4). While B.U. officials may have found a measure of satisfaction in Warren's panicked response—it had apparently nettled them that "some of the defendants openly boast of their accomplishments and their alleged legal invulnerability" (Suffolk Superior Court, 1972b)—this proved to be the first stage in the Warrens' campaign of evasion.

The next was Ward Warren's sworn deposition on November 3. After giving his name, address, and age, Warren took refuge behind the Fifth Amendment in response to every question put to him. As these included whether or not he was Kenneth Warren's brother, whether he was reading from a prepared statement, and whether he had had lunch, it is clear that Warren was simply doing his best to aggravate the examining attorneys and stonewall the proceedings. Aside from providing a glimpse into Ward Warren's character, the transcript of his testimony is unhelpful (Suffolk Superior Court, 1972b).

B.U. obtained a court order compelling the Warrens to "produce for inspection and copying at their place of business on Friday, November 10, 1972, the documents which were the subject of the restraining order," and the Court rejected the Warrens' subsequent petition for relief from that original injunction. When representatives from Hale and Dorr, counsel for the University, duly arrived at the office of Termpapers Unlimited, they were told that the documents were not available, but that they would be handed over at the Warrens' attorney's office at two o'clock. At that time and place, however, the promised materials were not forthcoming. An hour later, Ward Warren arrived to announce the removal of all documents to an undisclosed location in New Hampshire. He was subsequently adjudged in contempt, but there is no evidence that he was ever prosecuted for it (Suffolk Superior Court, 1972b).

Although the Warrens were the only respondents to court citation for contempt, they were not alone in considering leaving Massachusetts. David Kamen of Champion Research confirmed that he was considering taking his files of 'term papers' elsewhere and that he had "gone to another state to make arrangements for possibly transferring his term paper operations" there (Suffolk Superior Court, 1972b). This led B.U. to seek a sequestration order, arguing that "[a]dequate preparation for trial... requires the preservation of the various files of 'term papers' as evidence of the business operations of the respective respondents and as evidence that specific term papers were sold to certain persons who were at the time students in this Commonwealth" (Suffolk Superior Court, 1972b). Within the month the sheriff of Middlesex County had seized the stock of International Term Papers and presumably that of the other defendants still within his jurisdiction, effectively putting an end to the term paper industry in the Boston area (*Equity No. 96114, Document 32, Motion to Revoke Order of Sequestration*, 1973).

Perhaps to forestall further attempts to evade the Commonwealth's jurisdiction, B.U. decided to pursue the matter more broadly. The University secured the cooperation of the United States Postal Service in seeking an injunction under 39 U.S.C. § 3005 and § 3007, which would allow the USPS to intercept incoming mail and thus deal a telling blow against the mail-order arms of the

essay services. Presiding Judge Frank J. Murray of the United States District Court, however, dismissed the petition on the grounds that the civil mail fraud statute did not provide relief for intent to defraud a third party, while the criminal statute did not provide for the specific relief sought by the plaintiffs (*351 F.Supp. 76, Civ. A. No. 72-3225, United States District Court, D. Massachusetts*, 1972).

The Commonwealth appealed the decision to the United State Court of Appeals, First District, where Murray's decision was overturned. In writing the opinion, Chief Judge Coffin could see "no basis for a policy which would allow a[n] injunction against one who mails false advertising to a prospective buyer but would forbid an injunction against one who mails false advertising to sales representatives for use in calling on prospective buyers," and—more directly—that "[i]t is not necessary that the mailing be between the perpetrator and the victim; any mailing in connection with the scheme is enough." The Court noted that the absence of specific legislation barring the activities of the term paper mills was no bar to the injunction, since "the fraudulent transaction need not itself be illegal to permit a postal injunction," and made clear that they were prepared "to give [the statute] as broad an interpretation as the language can gracefully bear" (*477 F.2d 1277, United State Court of Appeals, First District, Heard 5 March 1973, Decided 3 May 1973*, 1973).

Contemporary with these cases was another lawsuit, which illustrates both the determination of the term paper mills to defend their lucrative turf, and the entry of the issue into popular culture. In September 1972 the *Steve Roper and Mike Nomad* comic strip began running a series in which a professor seeking to outlaw commercially prepared termpapers through legislation is murdered by agents of one of the companies. Term Paper Library, Inc. filed suit against both the *Washington Post* and Publishers Hall Syndicate, alleging the defendants "willfully and with malice" sought "to create a public impression that... the [termpaper service] business [is] a low and unlawful enterprise" (The Harvard Crimson, 1972, p. 1).

Legislation of the kind for which Steve Roper's fictitious professor gave his life soon appeared: within months the necessity for broad interpretation of existing statutes was superseded in several states by laws specifically barring traffic in academic work. Prior to 1972 only four states—Virginia (1950), Maryland (1957), Colorado (1963) and North Carolina (1963)—had relevant statutes on the books. In the wake of the 1972 scandals New York, Illinois, Connecticut, Maryland, Massachusetts, and Nevada all passed laws prohibiting the sale of term papers, more than doubling the number of states with anti-cheating legislation. These were followed within five years by Maine (1975), California (1977) and New Jersey (1977), the latter two the states where the oldest and, at the time, largest commercial concerns in the entire term paper industry—Research Assistance, Inc., and The Paper Store—were headquartered. Oregon and Washington followed suit in 1981, with Florida, Pennsylvania, and Texas subsequently joining the ranks. Wisconsin, having dealt with the issue through administrative action, apparently saw no need to legislate further (Capital Times, 1973).

It should be noted that these laws differ in some important particulars. Seven of the 17 states

(California, Colorado, Illinois, Oregon, Texas, Virginia, and Washington) limit their bans to those papers prepared for submission to colleges and universities, leaving one to ponder whether dishonesty is acceptable in the secondary schools of those states. North Carolina specifically excludes from sanction academic work exchanged by students enrolled at the same school, (*General Statutes of North Carolina,* N.C. Gen. Stat. 14-118.2 Chapter 14 - Criminal Law; Subchapter V - Offenses Against Property; Article 20 - Frauds), while Maine's Criminal Simulation law deals equally with fraudulent essays, impersonation during examinations, alteration of vehicle serial numbers, and bogus animal pedigrees (*Maine Revised Statutes,* 17-A M.R.S. • 705 (Title 17-A - Maine Criminal Code; Part 2 - Substantive Offenses; Chapter 29 - Forgery and Related Offenses). Just as university definitions of plagiarism rarely agree, so too do legislative standards of prohibited academic commerce differ widely.

New York's law, sponsored by State Assemblyman Leonard Stavisky (Waggnoner, 1972a, 1972b), is the longest (7 paragraphs), most detailed, and most inclusive of the 17. The key paragraph (the first) reads:

> No person shall, for financial consideration, or the promise of financial consideration, prepare, offer to prepare, cause to be prepared, sell or offer for sale to any person any written material which the seller knows, is informed or has reason to believe is intended for submission as a dissertation, thesis, term paper, essay, report or other written assignment in a university, college, academy, school or other educational institution to such institution or to a course, seminar or degree program held by such institution. (New York State Education Law, Section 213-b.1, 1972).

The statute covers customers and writers as well as firm owners, and academic assignments from homework to doctoral dissertations: an attempt to close every possible loophole. It missed one, however: it is clear from the first qualification—the one regarding financial consideration—that the State Assembly did not foresee the day when assignments might be distributed without remuneration. (Kenny Sahr's 1996 School Sucks website, for example, would not have been affected by New York's law, since essays were posted for free and Sahr made his money selling advertising space on the website.)

These statutes did not always enjoy easy passage. The original version of the Massachusetts law, for example, was superseded by a second, which was in turn sent back to the legislature for revision by the Governor because of concern over possible violation of First Amendment protections (*House Bill No. 6538. House Document Number 6980.*, 1973). The specific clause to which Sargent's Attorney General objected was one requiring "any person engaged in the sale of term papers, etc. to maintain a record of each sale and of the name and address of the preparer and purchaser of such material." These reservations were not without foundation; in 1975 Maryland's law was in fact struck down on First Amendment grounds (New York Times, 1975). In Ontario, the only Canadian jurisdiction to consider such a statute, the private member's bill

introducing the concept prompted a facetious remark by a member of Cabinet—a sardonic suggestion that "[i]t should also outlaw politicians' ghost-written speeches!"—and died on the paper (*No. 91, 29th Legislature, Second Session, 3651*, n.d.).

Defending the Industry

Not everyone thought that "these term-paper mills are beginning seriously to threaten the whole educational system" (Time, 1972). In some observers this took the form of simple complacency, of the "[cheating]'s not a problem here" variety (Gribble, 1972). Others who thought the problem blown out of proportion mocked the public's Chicken Little reaction to periodic revelations of academic dishonesty:

> It happens nearly every month in the academic year. Somewhere a sharp-phrased, popular writer or reporter discovers that, while most college students gladly learn, others will gladly cheat. Worried presidents, deans, department chairmen and professors then leap to explain the phenomenon of dishonesty among the brainiest segment of our youth. And the public, as usual, wonders what can be done to cure the problem... How could anyone remain calm in such a crisis...? (Middlebrook, 1961)

Even some who took the issue more seriously felt that state intervention was an inappropriate response to an academic problem, and that the matter should be dealt with at the institutional rather than legislative level (Capital Times, 1973).

Not everyone considered the trade in term papers "a reprehensible, disgusting form of commerce" (M. Crawford Young, quoted in Gribble, 1972). Apologists for the industry—most of them either purveyors or customers—put forward three main skeins of argument claiming that the crackdown on essay services was unjustified: the first claimed legitimacy for the sale of 'research materials,' the second attacked the nature and value of the assignments themselves, and the third held that essay banks were no less legitimate than acceptable academic enterprises such as Cliffs Notes.

Among those apologists who paid lip service to conventional scholarly mores were the Warren brothers, possibly because they were feeling their way forward in a changing academic climate. In addition to the hand-lettered sign in their office declaring "We Do Not Condone Plagiarism," they attempted (rather lamely, it is true) to reconcile the nature of their product with the typical requirements of college essays. Ward Warren offered the following explanation, reminiscent of G. H. Smith decades before:

> Everyone assumes that Termpapers Unlimited is involved in massive plagiarism. But the majority of students who buy from the company don't plagiarize. What they purchase is a photo-static copy and they must retype it before it can be handed in. In the retyping they can throw in their own material. (Maeroff, 1971)

The speciousness of this is apparent: the opportunity to "throw in" one's own material is hardly the necessity to do so, and Warren suggested no motivation for any purchaser to alter what was already a finished essay. The example of two customers at Harvard who were caught turning in the same paper that spring better indicates the probable norm (Hechinger, 1972).

Those in the second group of apologists argued, in effect, that bogus papers were a reasonable response to sham assignments. Some assertions, such as Inksetter's, were remarkable for their vacuity:

> A term paper should not be a real drag to a student. It shouldn't be anything but an opportunity. If someone wants to make use of that opportunity by writing the paper himself, fine—but if he wants to buy a paper, that's right too. (Bruce Inksetter, quoted in Begalke, 1972)

Others were more realistic in their description of how such "accepted rituals of each semester" are undertaken:

> The great majority of students will make an early start on their respective papers. They will ponder it in their head. Two weeks later they will ponder it again, and two nights before the due-date they may ponder it enough to begin. At the final available moment creative research begins and ends. A term paper thrown together in an all-night session, or maybe two, is born.
>
> It has created little thought, stimulated little research, and rather than stimulate, has dulled the mind and intellectual apparatus. It has been an experience in drudgery.
>
> [...]
>
> The paper is graded in a perfunctory manner by a generally disinterested TA. It is returned with marginal comments of marginal quality. The paper is then glanced at and filed away... (Segall, 1972, p. 13)

Accepted at face value, such an assessment certainly calls into question the validity of the whole exercise. Even critics of the essay mills agreed that the central question was "whether routine, impersonal teaching, with over-emphasis on grades, is not, in fact, the wedge that opens the door to the commercial exploiters" (Hechinger, 1972).

The third and most aggressive group of apologists cited the number of students who cheated as additional evidence that the system itself was at fault. As Pesham put it, "This is not to justify myself, but something is wrong somewhere when maybe one-fourth of the students in a school will buy these papers" (Martin Pesham, quoted in McBride, 1972). While some of Pesham's data is suspect, this figure is not without basis: one national survey reported that nearly a quarter of college students would consider buying an essay "if [they] were particularly hard-pressed to finish an exceptionally demanding term paper in the time allotted" (Beggs & Copeland, 1972).

Nor were the customers the only evidence of corrupt values; "[t]he very fact that we have three dozen TA's and a dozen University professors working for us shows what a farce the educational system is" (Wisniewski, 1971). One California company even claimed to have paid college instructors to provide duplicates of student term papers and had others grade those duplicates in order to build up a quality list (Segall, 1972). While it may be difficult to believe that any scholar would countenance such discreditable collaboration, the fact remains that several companies advertised widely for papers and in short order boasted "thousands of papers on file" (Daily Cardinal, 1972). Some of these allegations of professional hypocrisy may well have been true.

One argument made in defense of contract cheating was that purchased essays were no worse than commercially-available study notes such as the Cliffs, Coles, or Monarch brands. UW student Cary Segall was one outspoken proponent of that view: His essay in the *Wisconsin Alumnus* begins

> Rest easy UW educators. Roll the presses Monarch. Open your files Sigma Chi. For Robert Warren has single-handedly crushed the American dream. The small capitalist Horatio Alger story has died in Madison, Wisconsin. (Segall, 1972, p. 12)

(Compare this with one journalist's observation that "Horatio Alger would spin in his grave if he could hear the modern success story of Martin Pesham" (McBride, 1972). Segall suggested that Wisconsin invoked the unfair trade practices standard to crush small entrepreneurs "because the little man was making money at the expense of the esteem of a powerful university." Large study notes publishers, on the other hand, whose titles were equally inimical to the touted goals of a liberal education but increased the profit margins of university bookstores, suffered no such assault from state or "U" (Segall, 1972).

Although they appeared in Canada a decade earlier (see part three of this series), the commercial "study notes" Segal referred to arrived in the United States in 1958, when Cliff Hillegass bought the American rights to 16 Shakespeare guides in the Coles Notes series. The investment paid off handsomely: by 1974 Cliffs Notes was selling more than a million copies a year (Sirica, n.d.) and over 3 million annually by 1988 (Linton, 1988).

Superficial parallels do exist between the study guides and purchased term papers. Teachers' reaction to these study guides was generally unfavourable, as the notes were widely considered to be substitutes for the books themselves. In 1961, press coverage of Coles Notes quoted representative opinion: "[the notes] may be helpful in passing exams per se, but the students don't do any thinking for themselves" (J. B. Spears, quoted in Cartwright, 1961) and "the danger is that students will accept the summary and not go any further" (R. S. Whittle, quoted in Cartwright, 1961). This disfavour did not hurt business; according to Hillegass, "[t]he best thing that happened to us, from the point of view of sales, was when teachers forbade students to use the Notes... It was great advertising" (Cliff Hillegass, quoted in Atkins, 1987, p. 158). Teachers also—ethical considerations and school board policies forbidding moonlighting

notwithstanding— wrote these study guides (Dunford, 1966), which lends credibility to the term paper mills' otherwise unsubstantiated claims of faculty writers.

Ginsberg rejected Segall's parallel by distinguishing between such notes and commercially-purchased term papers: "I would acknowledge... that shortcuts are taken [with study notes], but none of them involves putting your name to a paper that isn't yours" (Paul Ginsberg, quoted in McBride, 1972). Though educators might find student reliance on Cliffs Notes regrettable, there is no deceit involved: published study guides are known quantities (indeed, some English departments maintain their own library of Notes, at least partly on the principle that one should know one's enemy). Ghost writers and essay banks, by contrast, work by stealth to give a student the appearance of achievement, rather than provide a barebones understanding which finds expression in a student's own efforts in a seminar or an examination.

Those rationalizations carried little weight in university offices or in the court of public opinion. The magnitude of the problem did force institutions of higher learning to examine the term paper process—or to say they did—but no substantial changes in student evaluation came about as a result of the affair. The revelations of 1972 did lead colleges to tighten rules and close loopholes (and in some cases also led states to amend their criminal codes to support their schools and universities), but none of those measures sufficed to put an end to the purchase of commercially-prepared academic work. Fifty years later, contract cheating—now bolstered by offshore providers safe from American legislation and penalties—is as profitable than ever (and probably more so).

Conclusions

In the late 1960s and early 1970s the revelation that students were purchasing essays from contract cheating companies (known at the time as "term paper mills") prompted vigorous attempts to choke off the source of supply. These efforts focused on the intent to deceive (and therefore perpetrate a fraud), and initial cases used fraud statutes and consumer protection regulations to bring companies to heel. These measures had some effect within specific jurisdictions, but a number of states pursued the matter further. Ultimately 17 states passed legislation specifically intended to address the phenomenon of purchased essays—thus avoiding dependence on individual judges' interpretation of other statutes—but those laws vary widely. The entrepreneurs of essays did not go quietly, though many did go -- to other jurisdictions. Throughout this period, they maintained both that their disclaimers protected them from prosecution, and that the universities were ultimately to blame for imposing low-value, low-interest, high-stakes, high-pressure assignments.

Part three of this series will examine the emergence of the contract cheating industry in Canada, from its humble origins in the sale of lecture notes to the Custom Essay Service case of 1989.

Food for Thought: Questions for Reflection

- Does targeting commercial sources of material to be plagiarized shift the onus of responsibility away from the purchasers who present it as their own?
- Does contract cheating constitute "a fraud upon the public" as some courts have held?
- Is it appropriate to target contract cheating through statute? Is it likely to be effective?
- Is there any merit to the arguments of apologists who defend the contract cheating industry?

References

Atkins, N. (1987, March 26). Fast food for thought: A brief history of cliffs notes and the man who made synopsizing texts synonymous with his name. *Rolling Stone*, 160.

Badger Herald. (1972, February). Term Paper Hawkers Sued in NY. *Badger Herald*, 3.

Bartel, R. (1973, November). 'Outlaw' term paper mills survive. *Badger Herald*, 1.

Begalke, N. J. (1972, February 20). U. eyes court action against 'Term Paper Mills.' *Capital Times1*.

Beggs, D. C., & Copeland, H. A. (1972, April 6). Most Students Say 'No" to Ghost-written Term Papers. *Wisconsin State Journal*.

Branagan, B. (1972, April 25). Termpaper mills flunk out. *Daily Cardinal*, 2.

Capital Times. (1973, February 10). Committee rejects bill on term paper fines. *Capital Times*.

Cartwright, J. (1961, June 24). Those 'crib notes.' *Ottawa Journal*.

Daily Cardinal. (1972, June 16). Classified advertisement by Educational Research, Inc. *Daily Cardinal*.

Department of Agriculture, T. and C. P. D. (1972). Press release 192/10-17-72 from the office of the Attorney General, Department of Justice, State of Wisconsin. *State Historical Society of Wisconsin Archives, Series 758, Box 42.*

Dresser, J. (1972, September 8). Termpaper discipline on individual basis. *Daily Cardinal*, 8.

Dunford, G. (1966, March 8). Teachers take to 'bumblebee' writing. *Toronto Star*.

Eggert, J. R. (1972, October 21). U.S. Seeks Ban On Mailings Of Termpapers. *The Harvard Crimson*, 1, 4.

Flegel, R. (1972, July 4). Buying term papers doesn't make the grade. *Wisconsin State Journal*.

House Bill No. 6538. House document number 6980., (1973) (testimony of Governor Francis W. Sargent to the Senate and House of Representatives of the Commonwealth of

Massachusetts).

Gray, C. (1977, March 6). Life in a term-paper factory. *New York Times*, 30.

Green Bay Press-Gazette. (1972a, February 22). UW keeps tabs on term paper suit (AP report). *Green Bay Press-Gazette*.

Green Bay Press-Gazette. (1972b, May 18). UW silence on cheating (editorial). *Green Bay Press-Gazette*.

Green Bay Press-Gazette. (1972c, June 14). The fake essay story (editorial). *Green Bay Press-Gazette*.

Greenberg, P. (1972). Wanna buy a better grade, Kid? *Wisconsin Alumnus*, 11–12.

Gribble, R. A. (1972, May 5). Cheating at UW: A concern, but not major problem. *Wisconsin State Journal*.

Hechinger, F. M. (1972, March 17). Term papers: Passing grades for a price. *New York Times*.

Heinberg, N. (1972, June 8). Term paper seller saw no problem of ethics, he testifies. *Capital Times*.

Hill, J. (1972, May). Term paper mills under legal eye. *Badger Herald*, 11–14.

Humphreys, T. S. (1972, March 6). Term papers for sale: A consumer's test. *Chronicle of Higher Education*.

Johnson, D. (1972a, May 19). Termpaper customers face dual sanctions, says Dean. *Daily Cardinal*, 2.

Johnson, D. (1972b, June 16). Termpaper firms give up, go home. *Daily Cardinal*, 2.

No. 91, 29th Legislature, Second Session, 3651, (testimony of Legislature of Ontario Debates).

Linton, M. (1988, May 22). Take note: Exam time's cram time. *(Toronto) Sunday Sun*, C11.

Maeroff, G. L. (1971, July 10). Market in term papers is booming. *New York Times*, 25.

McBride, J. (1972, February 28). Termiknowledgey: Or, how to become a millionaire--fast. *Wisconsin State Journal*.

Mentzer, M. (1972a, June). Termpapers from boom to bust. *Badger Herald*, 3.

Mentzer, M. (1972b, August). Dean Ginsberg reflects on term paper problem. *Badger Herald*.

Middlebrook, S. (1961, April 9). No panacea for college cheating. *New York Times*, 17.

Muir, K. (1971, November 17). Plagiarism: Only for the lazy? *The Varsity*, 6–7.

Murphy, P. (1973, May 4). It's write on, for UW students, while term paper business flops. *Wisconsin State Journal*, 1–2.

New York State Education Law, Section 213-b.1, (1972).

New York Times. (1973, May 6). Concerns that sell 'research' to students are under attack. *New York Times, New Jersey Section*.

New York Times. (1975, April 13). Unheadlined paragraph. *New York Times*, 20.

Research Assistance Catalog 24 (p. 1). (1994).

Segall, C. (1972). Student standpoint: Term paper mills vs. term paper rituals. *Wisconsin Alumnus*, 12.

Sentinel, M. (1972, April 19). Court orders term papers sale halt. *Milwaukee Sentinel*.

Sirica, J. (n.d.). Knight-Ridder News Service, "Cliffs Notes: A long look at shortcuts." *Miami Herald*.

State of Wisconsin Department of Agriculture. (1972). *Docket No. 997, 11 October 1972. State Historical Society of Wisconsin Archives, series 758, box 42: Department of Agriculture, Trade and Consumer Protection Division, Correspondence and Subject File 1927-1974,*.

Suffolk Superior Court. (1972a, October 19). *Trustees of Boston University v. Champion Research Corp., et al, Equity No. 96114, Bill for Declaratory Judgment*. 3.

Suffolk Superior Court. (1972b, November 9). *Trustees of Boston University v. Champion Research Corp., et al., Equity No. 96114, document 14*.

Supreme Court of New York, Special Term, New York County, 69 Misc. 2d 554; 332 N.Y.S.2d 343; 1972 N.Y. Misc. (1972). *State of New York v. Kathleen Saksniit et al., ., 18 April 1972*.

Swain, B. (1972a, May 17). Complaint Tells Story Of Term Paper Mill. *Capital Times*.

Swain, B. (1972b, May 18). Some may get, then lose degrees. *Capital Times*.

Swain, B. (1972c, December 23). Fate of 64 UW Term Paper Purchasers Still Up in Air. *Capital Times*.

The Harvard Crimson. (1972, October 25). Steve Roper comic strip sparks $6 million lawsuit. *The Harvard Crimson*, 1.

Time. (1972, March 27). Crackdown on Fakes. *Time*.

Equity No. 96114, document 32, Motion to Revoke Order of Sequestration, (1973) (testimony of et al Trustees of Boston University v. Champion Research Corp.).

351 F.Supp. 76, Civ. A. No. 72-3225, United States District Court, D. Massachusetts, (1972) (testimony of et al United States of America and United States Postal Service v. International Term Papers, Inc.).

477 F.2d 1277, United State Court of Appeals, First District, heard 5 March 1973, decided 3 May 1973, (1973) (testimony of et al. United States of America and United States Postal Service v. International Term Papers).

University of Wisconsin—Madison Archives. (1972). *Memorandum from Ginsberg to Academic Deans at UW—M dated 25 May 1972. Series 40/1/15/1, box 9.* Central Administration, Senior Legal Counsel, Student Discipline.

University of Wisconsin. (1972, May 1). University of Wisconsin—Madison Faculty Document 99. *University of Wisconsin—Madison Faculty Document 99*.

Waalkes, J. (1973, October 16). Term papers keep coming, but not for long. *Daily Cardinal*, 1.

Waggnoner, W. H. (1972a, February 11). State acts to outlaw companies selling theses. *New York Times*, 46.

Waggnoner, W. H. (1972b, February 13). 23 term papers sold after theft; Concern in Queens to give them back to Harvard. *New York Times*.

Wisconsin Alumnus. (1973, January). Dean gives report on punishments for term paper purchasers. *Wisconsin Alumnus*, 16–17.

Wisconsin State Journal. (1972, May 10). State will start inquiry into sale of term papers. *Wisconsin State Journal*.

Wisniewski, S. (1971, October 26). Now profs write papers for students. *Daily Cardinal*, 1.