

## **Pens for Hire: Part 3**

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

### **Abstract**

This is Part 3 of a three part invited article series examining the historical evolution of the contract cheating industry. Parts 1 and 2 were concerned chiefly with the emergence of the commercial trade in academic work in the United States and the varied responses it elicited in that country. This article discusses Canadian attempts to combat that phenomenon, and focusses on York University's actions against Custom Essay Service in the late 1980s. Part 3 concludes with a series of questions to encourage reflection and discussion with students or educators and practitioners.

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

## **Pens for Hire: Part 3**

The explosion of term paper mills around American college campuses in the early 1970s was mirrored by similar developments in Canada. Driven in part by the opportunity presented when universities began to transition away from grades based chiefly on examinations, the emergence of such entrepreneurs presented Canadian administrators with challenges similar to those faced by their colleagues in the United States (US).

## **Canadian Term Paper Mills**

In the autumn of 1971, the fact that students were plagiarizing on a significant scale became a campus issue when *The Varsity*, the University of Toronto (U of T) student newspaper, editorialized that U of T should “[s]top all plagiarism by killing degrees” (Walkom, 1971)—a solution not out of step with the student radicalism of the period. The paper also ran a centrespread story on the issue which referred to three US companies, none of them yet known to operate in Toronto (Muir, 1971). If U of T officials hoped the emerging essay service industry was a strictly American phenomenon, however, they were soon disillusioned. Only two months later, flyers advertising a local enterprise (“PIRATE PAPERS WRITES ESSAYS FOR YOU”) were found in the foyer of the U of T library, where an outraged official intercepted them and forwarded one to the Vice-President with the complaint, “I found a batch of these in our front hall today, and if more appear I shall have them destroyed! Isn’t there anything the University can do about such people?” (University of Toronto Archives, 1972a).

In fact, the University could do little, and Pirate Papers seems to have flourished. In February, the firm was advertising for writers (“Classified Advertisements,” 1972), and by June 1973 its flyers

listed both a local address where prospective clients could come to place their orders and a set schedule of fees (beginning at \$4.00 a page for essays due in 14 days or more) (University of Toronto Archives, 1973). Nor was Pirate Papers the only game in town. In the autumn of 1972, Essay Services was advertising both for stock (“If you have top quality University Essays lying around collecting dust, they are worth money”) and for staff (“If you are capable of writing a top university essay[,] call...” (“Unclassified,” 1972). In January 1973, Termpapers Service set up shop (“Termpapers Service Advertisement,” 1973), and by March Termpapers Unlimited of Toronto had done the same (“Termpapers Unlimited of Toronto Advertisement,” 1973).

Media attention also made term paper mills—or, to employ the phrase commonly used in the Canadian press at the time, essay banks—a public issue in Canada. Although Pirate Papers was probably all but unknown outside student circles, the declared intention of American term paper mills to expand into Canada placed the issue of purchased essays on the agenda of the Council of Ontario Universities (COU). The issue was taken up at the organization’s first meeting of 1972:

While recognizing that many faculties, departments and individual teachers have developed methods for detecting plagiarism, COU decided to seek some legal opinion on the issue. The Council of Deans of Ontario Faculties of Law, an affiliate of COU, has been asked to consider the implications of business enterprises preparing or obtaining manuscripts analogous to term papers, essays, or theses for sale to Ontario university students, and to recommend to COU appropriate action.

It is hoped that a combination of legal regulations and faculty vigilance will effectively discourage the expansion of the term paper business (University of Toronto Archives, 1972b).

It seems likely that the private member’s bill introduced by Albert Roy, Member of Provincial Parliament (MPP) in the Canadian Province of Ontario, at Queen’s Park four months later was the result of lobbying by the COU, but the exact nature of any link between them cannot be reconstructed.

Sometime after Roy’s bill died on the paper in June 1972, the COU struck a Special Committee on the Purchase of Term Papers, which in due course issued a report “on the extent and seriousness of the problem” (“Undated Letter circa 1974 from Fraser Cowley, Chairman, Committee on Purchase of Term Papers, to C. Grant Clarke, Secretary of the Council of Ontario Universities. York University Archives, 1977-013/036, ‘COU - Term Paper Business, 1972, 1975,’” 1974). For some reason, however, the COU did not distribute the committee’s findings to its constituent institutions, and the issue seemed to die in their filing cabinets (if indeed it made it that far; today the COU claims to know nothing of this general issue, that specific meeting, or their own special committee [L. Sanson, personal communication, August 31, 1999]).

The Ontario legislature made no further attempt to curb the contract cheating industry, and the term paper mills flourished. In 1975 incoming U of T students were given the inside scoop about

pirate essays—including the wide range of response from the “discreet D” given by a professor who is “embarrassed [sic] to have caught you” to “university litigation” instigated by less merciful instructors, and the rumour that “too many Profs and Grad Students are writing for the shady services” to make patronizing those services altogether safe (“Pirate Essays,” 1975, pp. 68–69). In the autumn of 1975, advertisements for both a custom essay service and a catalogue company graced the “unclassifieds” in *The Varsity*. “Institutional Research” offered custom essays; the catalogue company was “Essay Services” (“Canada’s largest”) (“unclassified,” 1975). One professor wrote a letter to the editor of that paper urging students to “fink on essay banks!” (Drake, 1975, p. 4). A 1976 announcement that the U of T would seek judicial or legislative remedy (Woodcock, 1976) came to nothing, and the traffic in academic assignments continued unabated in Canada, despite modest setbacks such as bans on advertisements in student publications. In 1975–76, for example, *The Varsity*, the U of T student newspaper, decided not to accept essay bank advertising in the student newspapers (“Student Newspaper at U of T Bans Ads Offering Essay Help,” 1975). Notwithstanding the *Globe and Mail’s* rather premature report announcing the demise of essay banks in 1978 (“How’s Essay Business? Dying at \$5 a Page,” 1978), by the mid-1980s solicitation of business on campus by such enterprises had become sufficiently blatant to move York University to inform operators by registered mail that their flyers were prohibited on campus. Custom Essay Service (CES), of which more below, refused delivery of such a letter postmarked November 12, 1985 (M. J. Webber, October 25, 1989).

York’s response to the commercial trade in term papers is of particular interest because York played a leading role in the attempt to put the providers out of business in 1989. In addition to banning advertising on campus, university officials formalized their efforts to keep such services from exploiting York students by issuing an *ad hoc* policy in November 1987 (York University Archives, 1987). Subsequently they received an opinion from the university’s solicitors that the purchase of fraudulent work might be a violation of the Criminal Code, and planted a front-page story to that effect in the student newspaper (Vaswani, 1988).

Within three weeks, Associate Dean of Students Mark Webber was contacted by a professor who suspected that one of his students had submitted a purchased paper. As this incident worked its way through the established procedures of the university, the student initially insisted that he had written the essay himself, but eventually—faced with an increasing number of inexplicable inconsistencies between the essay in question and others he had submitted—he admitted having purchased the paper from CES. This student gave Dean Webber an inside view of the CES operation: a student ordering a paper would give CES the details of the assignment and a 50% down payment, with the balance due on delivery. The company would farm the assignment out to one of its writers, who received half the fee. If the essay did not earn at least a ‘C,’ CES would offer to upgrade it—for an additional fee. The essay would be available within two weeks (M. J. Webber, October 25, 1989).

The internal workings of CES were revealed in greater detail in an article for *Harper’s* (Witherspoon, 1995). Busy season is from October to May, although January—the lull between

first semester due dates and second semester assignments—tends to be slow. At peak times the writers, an eclectic collection of unemployed graduates and former academics (some working in Canada illegally), wait for the owners to assign papers according to their respective “specialties” while customers queue up to place their orders. Although CES scorned to sell off-the-rack essays and farmed out each assignment individually, during crush periods the writers themselves were faced with the temptation to recycle work they had previously prepared for the same course. The sliding scale of fees in 1994 demanded \$20, \$22, or \$24 per page, depending upon the level of the course and the difficulty of the topic, with an additional “ding,” or fee, for each order unaccompanied by the books required to write the paper. In addition to walk-in custom, business also comes in from other Canadian cities and the United States as well. Witherspoon (1995) describes in dreary detail the cranking out, during endless all-nighters, of the required number of pages on subjects ranging from the drab to the obscure, and offers compelling evidence that “academic prostitution”—Witherspoon’s own characterization of her work—is as tawdry and degrading as its sex-trade namesake.

At the time, CES had been in business for about 12 years, and employed roughly 40 writers. CES was selected as the object of the action both because it was the largest and most visible operation in Toronto at the time and because the student informant had been a customer.

Its prominence made it an obvious target, but it was the appearance of an informant that gave York the means to seek legal action. The university initially approached the Fraud Division of the Metropolitan Toronto Police with a request to investigate CES, but the officers who came to discuss the question were unimpressed and uncooperative, and declined to pursue the matter. The university then turned to attorney Neil Kosloff, who approached Crown Attorney Steven Leggett, who in turn convinced 31 Division that a prosecution on the grounds of uttering forged documents had merit. The case was assigned to Detective Constables Brian Dickson and Graham Hanlon, who had worked with York University before. Dickson and Hanlon had done the police work on “The Fab Four,” a quartet of students who had suborned a janitor for keys to professors’ offices and had been selling advance copies of examinations (Dundas, 1988). These men met at York in July 1988 to discuss how to proceed (“*Outline of investigation utter forged documents*” (police notes), n.d.).

After one false start designed around an attempt to win over another potential informant, a sting operation was devised (“*Outline of investigation utter forged documents*” (police notes), n.d.). On March 22, 1989 (a day when “the place was full”; Notes taken by Mark J. Webber of verbal report by Brian Dickson, 29 March 1989), Constable Suzanne Beauchamp, a recent university graduate, placed an order with CES requesting a paper putatively for Sociology 1010.06A—a course which she had taken and could discuss credibly with the company. The subject of the 12-page paper was a sociological overview of Michael Ondaatje’s novel *In the Skin of a Lion*. The job was assigned to “Buckley,” one of the CES “stable of hacks” (Witherspoon, 1995, p. 50), who was instructed to answer five questions on the book from an attached sheet given out by the professor. Beauchamp also provided a copy of the text (K. Ishwaran, *Sociology: An Introduction*),

and was not “dinged.” The cost per page was \$17 (“15” is scribbled out on the order sheet); Beauchamp put down a deposit of \$140 and paid the \$115 balance on delivery of the paper. A photocopy of Beauchamp’s order form is in the notebook kept by Mark J. Webber. York University provided the money (Webber, 1989).

On April 4, Beauchamp picked up the essay, which was then used to obtain a Criminal Code search warrant. The next day, April 5, Dickson and Hanlon, accompanied by uniformed officers and Webber, raided the CES premises at 4 Collier Street and seized “boxes and boxes and boxes” of term papers and, more significantly, order forms (*Interview with Sergeant Brian Dickson, 21 Division, 1999*).

Immediately after the raid the police issued a press release to maximize public exposure (Webber, 1989). Calls came in from all over—from persons in a broad range of prestigious professions—enquiring about the dates of the paperwork seized (*Interview with Sergeant Brian Dickson, 21 Division, 1999*). In fact, the documents removed by the police encompassed only orders dated from January to April—a term’s worth of business. The approximately 530 forms represented a three-month gross of \$98,000, half of which was the proprietors’ cut (*Interview with Sergeant Brian Dickson, 21 Division, 1999*).

As part of the operation, universities across Ontario were asked to ‘freeze’ (i.e., hold pending police examination, rather than return to students) all essays submitted for credit during this period, and Dickson, Hanlon and Webber spent the next few weeks working to identify the students who had submitted the seized forms. By May this work was sufficiently advanced to call a meeting attended by representatives of the COU’s member institutions, at which each was given two lists: one of the CES customers who could be identified as their students, and a second of the “unknowns” that each institution was asked to scrutinize in the hope of identification. Universities were asked to compare the seized essays with assignments submitted by the students on the lists. McMaster University’s list, for example, had ten names, while the university was able to identify two more from the roster of “unknowns” (Humphreys, 1989).

On May 29, 1989, the proprietors of CES, Derek Robinson Sim and Marilyn Elizabeth Sim, were charged with one count of conspiracy to utter forged documents and seven counts of uttering forged documents. Leggett prosecuted the case for the Crown. The Sims, who claimed to have been victimized by “a questionable search and seizure, on a trumped-up search warrant” as part of a “McCarthy-type witch-hunt” (Humphreys, 1989, p. 1), hired Brian Fox to represent them. Sim also trotted out the predictable rationalization that “[t]he Prime Minister of Canada has a professional speech writer” (Humphreys, 1989, p. 1), and also invoked the specious parallel between his product and *Coles Notes*. This interview is one of the Sims’ few recorded comments on the prosecution of CES.

The case put together by the police seemed to be a strong one. Dickson and Hanlon were prepared to bring forward 24 witnesses, including eight students who had purchased essays,

university faculty who had received them, and even a disaffected former CES writer. In addition, they adduced exact matches between the essays which had been ordered and those which were submitted, and felt that they had accumulated a convincing preponderance of evidence. In the event, however, the lawyers agreed to present a statement of fact, and neither the witnesses nor the painstakingly-assembled written evidence were brought before the judge. A word about sources: Leggett is dead, and Court documents more than six years old have been destroyed. What remains are the notes and recollections of the detectives and university officials involved, and it is from these that this article has been written.

The first of the seven charges, conspiracy to utter forged documents, alleged that “[d]uring the months of January 1989 to April 1989, the two accused before the Court did conspire with each other, the students purchasing the essays and the writers who completed the forged essays in order for the student to fraudulently obtain a credit in their course and ultimately a university degree” (synopsis of Charge #1, *R. v Sim*. B. Fox, personal communication, n.d.). The other six complaints were individual charges of uttering a forged document, specifying essays commissioned on January 9 and 24, February 13 and 28, and March 8 and 10, 1989, all of which were submitted as received, and as the students’ own work, to their respective professors.

The case was heard by Judge George E. Carter in 303 Court at 1000 Finch Avenue West. The Crown’s case was based in part on the provision of Section 366(b) of the Criminal Code of Canada, which specifies that forgery has been committed when by a false document “a person should be induced, by the belief that it is genuine, to do or refrain from doing” something (quoted in B. Fox, “Uttering a Forged Document: *R. v Sim*”). In *R. v Sim* Leggett argued that professors had been induced to award credit for work produced by CES in the belief that it was genuine student work. Crown Attorney Stephen Leggett’s arguments were made orally, and no written record of them survives. This rendering of the Crown case has been extrapolated from notes made during interviews with Brian Dickson, Graham Hanlon, and Mark Webber, and from the written submissions of defence barrister Brian Fox.

Fox responded by rejecting Leggett’s contention that these essays were false documents, which must be “false in some material particular” according to Section 321(b). Fox maintained that, on the basis of the language in this Section, “[authorship] of a university essay is not a material particular” (B. Fox, “Uttering a Forged Document: *R. v Sim*”, written submission to the court). He also argued that the essays did not meet the test of forgery under Section 321(c), for which the essays would have had to be intended as pass as the work of someone other than “the actual author *or the one under whose authority the author was working*” [emphasis added] (B. Fox, “Uttering a Forged Document: *R. v Sim*”, written submission to the court).

In addition, the prosecution contended that the Sims were “parties to the offence” of uttering forged documents, which under the Criminal Code requires a less exacting standard of proof than the principal charge. During his oral arguments, however, Leggett did not press the issue, and it may be that Judge Carter failed to appreciate the point (*Interview with Sergeant Brian Dickson, 21*

Division, 1999). Fox did not argue that the Sims could not be convicted of forgery because any forgery was rather solely the work of the student. Instead, he asserted that the activity in question did not constitute uttering. The students hired the accused's business to produce essays on their behalf and then used essays as their own work. This may be a breach of academic regulations, but it is no more a crime than the act of a politician in hiring a speech writer to compose a speech, or the act of a senior lawyer who hires a junior to write a factum on his behalf for the Court of Appeal, but affixes his own signature (B. Fox, "Uttering a Forged Document: R. v Sim", written submission to the court).

Fox's argument was significant because the prosecution's contention that the Sims were parties to the offence could have no force if no offence had been committed by anyone.

On September 11, 1990, Judge Carter dismissed the charges, holding that there was no evidence of intent to commit a criminal act (Schmidt, 1998). Carter's actual decision does not survive. Fox claims that "the judge ruled that the service was perfectly legal" (B. A. Fox, personal communication, September 3, 1999), which is by no means the same thing. If Carter's decision was disappointing, the denouement was even more so. Not all institutions had shared York's enthusiasm for public prosecution of academic malefactors, and the COU was cool to the idea of continued action. On the prosecution side, although Leggett approached the Attorney General for a preferred indictment—and even received the support of the Crown Law Office, which believed that Carter had erred in dismissing the uttering charges—the sheer volume of cases requiring immediate attention in the wake of the Askov ruling led to the CES prosecution being put on the back burner, and abandoned there. The landmark Askov ruling (*R. v. Askov*, 74 D.L.R. (4th) 355(S.C.C.), n.d.) resulted in the dismissal of charges against hundreds of defendants on the grounds that the Crown had violated their rights by taking too long to bring the cases to trial. A decade later CES was still advertising their wares on the bulletin boards of York University (Galt, 1999).

If the proprietors of CES Service escaped without penalty, the same cannot be said for their customers. York University alone prosecuted approximately 100 of their students, who explained themselves as best they could to Shirley Katz, the Associate Dean responsible for bringing their cases to the Academic Hearing Committee:

Often, they cited the pressure caused by some combination of workload, and personal and parental problems. Some said they had other priorities like sports or a job outside the University. Some told me they saw nothing wrong in paying someone to do "research" or a "model essay" for them. Almost all told me that "everybody is doing it" (Katz, 1989).

All of the accused students were found guilty and assigned sanctions "ranging from 0 in the assignment for the offense of attempting to purchase an essay to suspension from the University for 10 years for multiple completed offenses" (Katz, 1972). The greatest proportion—76—were in the Faculty of Arts, of whom 41 were charged with one count of cheating and the remainder

with multiple offences (among whom was one who ordered a dozen essays, for herself and her friends) (Katz, 1972). This last was not unique; one CES writer told a major paper that some students “treat... buying [their work] as just another added cost—\$300 for the course, \$200 for the books, and \$500 for the essays. It’s just seen as one more financial burden” (anonymous CES writer, quoted in Murray & Gould, 1989). At least in Ontario, this elicited bemused reflections about student concern over rising tuition fees (Crawford, 1989).

Of particular interest are the circumstances which made this operation possible. A necessary precondition was the existence of an administrative willingness to commit university resources to the struggle. Starting from the premise that “an offence against the integrity of the pursuit of knowledge strikes a blow against the foundation of the institution,” York recognized that, taken to its logical end, the routine and widespread purchase of term papers and hiring of examination surrogates would reduce the university to a mere diploma mill (Interview with Dalhousie University President Tom Traves [who was Dean of Students at York at the time of the CES investigation], December 13, 1999).

The decision to go to extraordinary lengths to combat this was made not to close down a single supplier, but to send a message to York’s two core constituencies. The expenditure of time and money was meant to eliminate faculty fatalism by demonstrating the administration’s commitment to integrity and willingness to support professors who took a stand. Publicizing the issue in such dramatic fashion was also meant to make students aware that the university considered purchased work a serious issue, and make them “less inclined to view plagiarism as the equivalent of a childish prank” (Interview with T. Traves, December 13, 1999).

Webber and Marla Chodak, the executors of York’s institutional commitment, were determined officials who believed that the defense of academic integrity was central to the university’s mission. Equally important, they enjoyed the unqualified support of Dean Tom Traves and President Harry Arthurs, and were empowered to take whatever independent action was required to address the problem (Interview with M. Webber & M. Chodak, August 20, 1999). While they enjoyed tremendous operational discretion, however, Webber and Chodak were careful both to keep key administrative offices fully informed, and to involve interested faculty members in the investigation. In short, York entrusted its institutional commitment to capable personnel who were determined to carry out an extended campaign against an amoral external adversary.

For their part, the two police officers assigned to the case were aware that they were breaking new legal ground, and became personally invested in seeing the job through. They too enjoyed the support of their own immediate superiors, and, like their partners in the Dean’s office, were prepared to be thorough and patient. Most important of all, Dickson and Hanlon had the unqualified trust and active support of the university (they had handled York’s 1988 stolen-examination ring case, and during that investigation established an exceptionally close working relationship with the university)—to the point where York allowed them considerable latitude to



obtain the necessary student testimony (Interviews with B. Dickson, August 23, 1999, and G. Hanlon, August 22, 1999). In short, York University and 31 Division acted in concert throughout the investigation, which might well be cited as an example of optimal cooperation between large, hierarchical, public institutions.

Their adversary was also well-suited for a test-case. With ten years in the trade, a prominent location adjacent to the Metro Toronto Research Library, and a high-volume business, CES presented an obvious target. CES was also over-confident in its operations. They advertised widely, and took few steps to guard against such a contingency as the March 1989 raid. The Sims apparently believed that their business was legally untouchable, and scorned to adopt any safeguards other than stamping their products “for research purposes only” after York’s declaration of war in February 1988.

For all those apparent preconditions for success, the sting operation and resulting prosecution of the Sims failed to establish a precedent, or even to close the doors of CES for long. To understand why, it is instructive to compare this case with other attempts to defend academic integrity by attacking outside sources of corruption.

The contrasts between the CES case and those of the Madison, Wisconsin term paper mills seventeen years earlier are revealing. From the first newspaper report to the final decision of the Department of Agriculture the University of Wisconsin was reactive, and cautiously content to follow the lead of the Attorney General in addressing the activities of local term paper mills. York University, on the other hand, was thoroughly proactive, initiating the investigation out of institutional concern rather than public pressure and facilitating the prosecution at every stage. Wisconsin’s disciplinary system was unequal to the task of processing so many cases, and that university was apparently content to deal with their students in a helter-skelter, rather superficial manner. York’s statement on academic honesty was more sophisticated and its disciplinary system more fully developed, and that university applied the full rigor of its institutional due process to every individual case—even to the point of contesting one appeal for two years in the provincial courts (Katz, 1972).

Even their visions of what was at stake were profoundly different. At Wisconsin, the Dean of Students clearly hoped that the problem would go away, and seemed content to conclude that it had when local entrepreneurs closed up shop. At York, Webber, Chodak, and Katz had no illusions that traffickers in academic assignments would prove easy to discourage, and bent their efforts toward achieving a precedent which might affect the eradication of Toronto’s term paper mills root and branch. In short, Wisconsin stumbled on to the issue by accident and was glad to declare victory and move on as soon as possible, while York was determined to put an end to the problem once and for all. Given these apparently telling differences, why was Wisconsin ultimately more successful than York in addressing the phenomenon of term paper mills?

Setting aside obvious disparities of time and place, the key difference was one of legal strategy.

York's activist approach sought a judicial decision, which failed when a judge who saw only a fraction of the evidence in the case ruled it insufficient to meet the standard of proof required for a criminal conviction. Wisconsin's more passive posture, on the other hand, relied on the apparatus of administrative law, through which term paper mills could be ordered to cease and desist without having to mount an expensive, time-consuming and lengthy prosecution. Administrative decisions can be challenged in court, but to do so would require the term paper mills to become plaintiffs and assume the burden of proof in a legal action fought on the government agency's terms. In the absence of legislatures willing to enact ordinances specifically prohibiting the activity of term paper mills, administrative action may provide the best legal recourse. If nothing else, a large institution which has lawyers on staff can drive small operators out of business through the sheer press of litigation.

Judicial prosecution can succeed, as Boston University demonstrated in 1972. The key difference between the B.U. and York cases is that by pursuing the matter as a tort claim the former kept control of the process while York, having chosen instead to make a criminal complaint, was at the mercy of decisions made in a prosecutor's office. This underscores the lesson that universities cannot rely on external agencies to manage an essentially academic concern. Legal action must not only be set in motion by educators, but directed by them as well. Whether external support is administrative (as in Wisconsin), judicial (as in Massachusetts), or legislative (as in New York) in character, universities must supply vigilance, leadership and tenacity in order to capitalize on that backing. Even with both legal precedents and favourable legislation in place in Massachusetts, it was Boston University rather than the Commonwealth which (successfully) prosecuted two more term paper mills in 1981 (*Trustees of Boston University v. Minute Research Co., No. 10908*, 1981; *Trustees of Boston University v. Scherer, No. 27746*, 1981).

All that said, and quite apart from the merits of the case against CES, York University's admirable effort is likely to prove one of the last attempts to leverage state action as an instrument against contract cheating. The core issue has become one of jurisdiction: in the Massachusetts, New York, and Wisconsin cases discussed in parts one and two, and in the Ontario case presented here, the businesses in question were chiefly local, and thus subject to administrative, judicial, and legislative authority. In the age of the World Wide Web, however, the playing field has changed, and universities in Canada are unable to seek redress against entities sited in the United States, India, or elsewhere.

## Conclusion

The emergence of the Internet, which exponentially increased both the availability of material which can be purchased and the speed of its delivery, suggests that reliance on external agencies may already have become moot. Each of the approaches discussed in this series is predicated on jurisdiction, and to date neither administrative, judicial, nor legislative initiatives have succeeded in establishing authority over the World Wide Web. The proliferation of online term paper

merchants beyond Canadian jurisdiction, appealing to a potentially unlimited global market and in a climate of fundamentally unfettered trade, requires universities to shift strategy. In the battle against the commercial trade in academic assignments, institutions will need to develop new weapons appropriate to the changing battlefield.

### **Food for Thought: Questions for Reflection**

- Is there any point in targeting commercial sources of contract cheating material? Should educators and institutions instead place the onus of responsibility entirely on students who purchase such products?
- York University, supported by the Metropolitan Toronto Police, appeared to have every advantage and to do everything right in their attempt to shut down Custom Essay Service. Was their failure simply the result of having a judge who didn't "get it" and a prosecutor who chose not to pursue the matter, or did their case actually have a fatal flaw from the start?
- Has the impact of contract cheating become so ubiquitous that essays and similar assignments can no longer be considered credible measures of student achievement? Is it time to consider a radically different paradigm of evaluation?

### **References**

Classified advertisements. (1972, February). *The Varsity*.

Crawford, T. (1989, May 9). Universities get tough with cheaters. *Toronto Star*.

"Outline of investigation utter forged documents" (police notes).

Drake, S. (1975, November 10). Letter to the Editor headed "Students, fink on essay banks!" *The Varsity*, 4.

Dundas, D. (1988, November 10). York students face criminal charges for cheating. *Excalibur*, 1.

Galt, V. (1999, November 8). Essay-writing services vie for campus customers. *Globe and Mail*, A11.

How's essay business? Dying at \$5 a page. (1978, March 10). *Globe and Mail*.

Humphreys, A. (1989, May 25). Mac students in essay scam. *Silhouette*, 1.

*Interview with Sergeant Brian Dickson, 21 Division*. (1999, August 23).

Katz, S. (1972, February). Academic dishonesty: The Custom Essay Service revisited. *Faculty of Arts Newsletter*.

Katz, S. (1989, September). Academic offences: An update. *Faculty of Arts Newsletter*, 5.

- Muir, K. (1971, November 17). Plagiarism: Only for the lazy? *The Varsity*, 6–7.
- Murray, M., & Gould, J. (1989, April 20). Essays can cost up to \$22 a page employee says. *Toronto Star*.
- Pirate essays. (1975). In *Journey to the Centre of Parnassus: The 1975 SAC Handbook* (pp. 68–69). University of Toronto Students' Administrative Council.
- R. v. Askov, 74 D.L.R. (4th) 355(S.C.C.).
- Schmidt, S. (1998, June 22). Wired world gives cheating a new face. *Globe and Mail*.
- Student newspaper at U of T bans ads offering essay help. (1975, November 19). *Toronto Star*.
- Termpapers Service advertisement. (1973, January 10). *The Varsity*.
- Termpapers Unlimited of Toronto advertisement. (1973, March 16). *The Varsity*.
- Trustees of Boston University v. Minute Research Co., No. 10908, (1981).
- Trustees of Boston University v. Scherer, No. 27746*. (1981).
- "unclassified." (1972, November 10). *The Varsity*, 10.
- "unclassified." (1975). *The Varsity*, 8.
- Undated letter circa 1974 from Fraser Cowley, Chairman, Committee on Purchase of Term Papers, to C. Grant Clarke, Secretary of the Council of Ontario Universities. York University Archives, 1977-013/036, "COU - Term Paper Business, 1972, 1975." (1974). *York University Archives*.
- University of Toronto Archives. (1972a). *M.H. Blackburn (?) to Vice-President Ross dated Jan 11/72, in folder labelled: "Internal Affairs Committee - Discipline Part I."*
- University of Toronto Archives. (1972b, February). *Council of Ontario Universities, monthly review: A78-0028/037, Office of the President - Educational Associations*.
- University of Toronto Archives. (1973). *Pirate Papers flyer dated June 1973 in UTA "Internal Affairs Committee - Discipline Part II."*
- Vaswani, S. (1988, February 4). Five students, janitor found guilty. *Excalibur*, 1.
- Walkom, T. (1971, November 17). Stop all plagiarism by killing degrees. *The Varsity*, 4.
- Webber, M. J. (1989, March 19). Internal e-mail memorandum to Gerri Woodford. *President's Office of York University*.
- Witherspoon, A. (1995, June). This pen for hire: On grinding out papers for college students. *Harper's Magazine*, 56.
- Woodcock, C. (1976, April 4). U of T to 'stamp out' black market essays? *Toronto Sun*.
- York University Archives. (1987, November 10). *Policy and procedures prohibiting on-campus activity by essay-writing services*.