

AUTHORING

RECLAIMING CREDIT WHERE CREDIT IS DUE

Mike Widener[†]

The remarks that open an issue of this journal are usually made by the editor. This time, we've opted to publish a pair of passages from the online catalog that accompanied an exhibition hosted in 2020 by the Lillian Goldman Law Library at Yale Law School: "Precedents So Scrawl'd and Blurr'd: Readers' Marks in Law Books." The exhibition was curated, and the catalog written, by Mike Widener, who was the Goldman Library's Rare Book Librarian from 2006 until his retirement in 2021. The passages we've selected (and gently reformatted to read smoothly in old-fashioned ink on old-fashioned paper) are the introduction and the section that provides the title for these "Opening Remarks." We also have a nice bit of bonus content: Widener's full transcription of Arthur Corbin's irate memorandum. Enjoy. We did.

— *The Editor*

INTRODUCTION

Books are the lawyer's tools and the law student's laboratory, and nothing illustrates this better than the marks that they leave in their books. These marks evoke and document the lived experience of the law. They are a reminder that law is above all a human endeavor.

The volumes selected for this exhibition offer not only human interest, but also significant research potential and insights into the roles of legal literature. They capture the voices of readers, including those who refuse to give the author the final word. They illustrate the work of legal scholarship, including examples from almost two centuries of legal education in the Yale Law School. Some are unique primary sources of case law, legal history, or biography. They provide fodder for historians of the book, but

[†] Faculty member, Rare Book School at the University of Virginia. Copyright 2026 Mike Widener.

also point to a perplexing future for such research as books move into digital formats.

All of these volumes straddle the fluid boundary between manuscript and printed book, and the connections (or disconnections) between text and reader. They represent a small fraction of the annotated books in the Yale Law Library's rare book collection. They demonstrate the value of collecting these artifacts, and constitute the Law Library's invitation to explore them further. . . .

AUTHORING: RECLAIMING CREDIT WHERE CREDIT IS DUE

Author[s'] own copies of the books they publish can be particularly interesting if they use them to record their later thoughts on the texts which become frozen and unchangeable once the printing press has done its work (unlike texts we write today and hold in electronic form). They may note corrections, additions, or changes of their ideas, or they may mark them up to become the copy text for later editions which may or may not have come to publication.¹

Henry Wade Rogers, dean of the Yale Law School from 1903 to 1916, was credited as the editor on the title page of *Injunctions* (1906), volume 22 of the American Law Book Company's *Cyclopedia of Law and Procedure* series, while attribution to Arthur Corbin [the leading American contracts scholar of the 20th century] and his co-author John Warren Edgerton was relegated to a footnote on page 724. Corbin inserted an irate memorandum in his copy to set the record straight (see facing page).

"Dean Rogers had been under contract to write this article for nearly 3 years before the publishers employed John and me," writes Corbin. "He never wrote a word with respect to it." Nor did Rogers do any editing. After complaining to the publishers, Corbin and Edgerton won a small fee increase. He added a postscript on the next page: "Dean Rogers never gave me a single suggestion in the preparation of this article. Nor did I ever have any evidence that he *read* the article, either in ms. or in proof. Pres. Dumont of the Law Book Co. told me that Rogers was paid \$700 for 'editing' it." Corbin's note also gives a detailed account of the editorial process.

¹ David Pearson, *Books as History* 121-22 (2012).

AUTHORING: RECLAIMING CREDIT WHERE CREDIT IS DUE

Began work on this about July 12, 1905, and completed it about Feb. 1, 1906. Between 50 and 60 pages of the article, being mainly included within Subdivisions VI and VII, were prepared between Dec 20 and Jan. 24.

Because of the shortness of time involved and the fact that we were both engaged in full-time teaching, John Edgerton and I had to work independently of each other. We divided the paged digest paragraphs, cut from the "Century Digest" and supplied by the publisher, and worked as best we could from them. The actual reading of the cases was generally not possible, altho with respect to V A and V C, I read a great many.

Dean Rogers had been under contract to write this article for nearly 3 years before the publisher employed John and me. He never wrote a word with respect to it.

Edgerton was compelled to employ several others to help him prepare his part, due partly to the fact that between July 12, '05 and Feb. 1906, he courted Marion Gallaudet and married her. ~~Among~~ His assistants were W.R. Pitkin, Frank Bishop and Ernest Wells. My, too, worked separately.

Since Rogers did nothing in "editing" the work thus piecemeal prepared, it is not surprising that the publisher had to do some editing. They had written me, however, that my work was satisfactory.

The publisher had promised to pay Edgerton and me the total sum of \$1600. In the end, they "locked" us \$200 for editorial expenses and sent to me a check for \$1200. I fired it back, instantly. Pres. Dumont came to New Haven to see us, admitted that the "editing" ought to have been done by Rogers and that he had received \$700.00 for the work, and then said that he would pay us whatever Dean Rogers would say was just. Rogers, never admitting his receipt of money for work never done, ponderously advised "splitting the difference". As a result, we were paid \$1350.

Arthur L. Corbin

Arthur Corbin's irate memorandum, in Henry Wade Rogers, ed., *Injunctions* (New York: American Law Book Co., 1906) (Cyclopedia of Law and Procedure, v. 22). Gift of Michael A. Varet, Yale '65. <https://search.library.yale.edu/catalog/991002830049708651>.

TRANSCRIPTION OF CORBIN'S IRATE MEMORANDUM

Below is a full transcript of Corbin's note. NB: When Corbin refers to "VA and VC," the "V" should probably be read as "roman numeral 5."

Began work on this about July 12, 1905 and completed it about Feb. 1, 1906. Between 50 and 60 pages of the article, being mainly included within Subdivisions VI and VII, were prepared between Dec. 20 and Jan. 24.

Because of the shortness of time involved and the fact that we were both engaged in full-time teaching, John Edgerton and I had to work independently of each other. We divided the pasted digest paragraphs, cut from the "Century Digest" and supplied by the publishers, and worked as best we could from them. The actual reading of the cases was generally not possible, altho with respect to VA and VC, I read a great many.

Dean Rogers had been under contract to write this article for nearly 3 years before the publishers employed John and me. He never wrote a word with respect to it.

Edgerton was compelled to employ several others to help him prepare his part, due partly to the fact that between July 12, '05 and Feb. 1906, he courted Marion Gallaudet and married her. His assistants were W.R. Pitkin, Frank Bishop and Ernest Wells. They, too, worked separately.

Since Rogers did nothing in "editing" the work thus piecemeal prepared, it is not surprising that the publishers had to do some editing. They had written me, however, that my work was satisfactory.

The publishers had promised to pay Edgerton and me the total sum of \$1500. In the end, they "docked" us \$300 for editorial expenses and sent to me a check for \$1200. I fired it back instantly. Pres. Dumont came to New Haven to see us, admitted that the "editing" ought to have been done by Rogers and that he had received \$700.00 for the work, and then said that he would pay us whatever Dean Rogers would say was just. Rogers, never admitting his receipt of money for work never done, ponderously advised "splitting the difference." As a result, we were paid \$1350.

Arthur L. Corbin

• • •

Editor's note: The full exhibition is online at <https://onlineexhibits.library.yale.edu/s/marks-in-lawbooks/page/introduction>.