

## James Joyce's *Dubliners*: Writing on the Back of the Law<sup>\*</sup>

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When James Joyce left Ireland in September 1912, never to return, he had reason to distrust legal contracts. He had spent weeks in Dublin trying to persuade George Roberts, director of the publishing firm of Maunsel & Co., to honor the contract he had signed three years earlier to publish the fifteen stories of *Dubliners*. Like the London publisher Grant Richards before him, Roberts had become fearful that the book's uncompromising realism would offend legal and political authorities and scandalize individuals. Joyce, after all, insisted on naming actual businesses, describing women's legs, employing words like "bloody," and making his

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\* This essay was originally presented as a keynote lecture at "Joyce and Technological Culture," the 8th International James Joyce Conference in Korea in 2019, sponsored by the James Joyce Society of Korea and Chung-Ang University. I wish to thank my host, Hye Ryoung Kil, as well as Tom Arnold, William Brockman, Michael Groden, Sean Latham, and Simon Stern, for insights and assistance. Some of the ideas for this essay emerged during a seminar on *Dubliners* that I led at Björklunden, Lawrence University's Northern Campus, in Door County, Wisconsin, in June 2018. I wish to thank the members of that seminar for their collective thoughts and wisdom.

characters speak irreverently of the British monarchy (Ellmann 219-22, 328-32).

The fears of Roberts and Richards had been fed by printers engaged to produce Joyce's book. In England and Ireland, a printer could be legally liable for a scandalous book the same as its publisher, and he might reasonably refuse to print it unless its author agreed to omit material thought to be libelous, immoral, or unpatriotic (Hynes 271-72). Law has its technologies. The technology of obscenity law was designed to interrupt what Robert Darnton has called the communications circuit (Darnton 67-69). Obscenity laws targeted publishers and printers—intermediaries that carried the signal from author to reader—as well as the conductive tracks of modernism's circuit board: bookstores, mailing privileges, and customs imports. These laws shaped, deformed, and sometimes suppressed literary production and dissemination (Spoo, *Modernism* 2-3). By refusing to set or print a work, a printer concentrated within himself all the social and legal forces that could break the communications circuit. Maunsel's printer, John Falconer, went even further when he destroyed the printed sheets of *Dubliners*, leaving Joyce no remedy but to return to Trieste, an author without a book (Ellmann 335). Joyce held two publishing contracts for *Dubliners*—one with Roberts, the other with Richards—but to him these documents were little more than scrap paper.

Yet scrap paper has its uses, especially on a long train journey. Joyce had no viable way to challenge Roberts' decision. When he signed the Maunsel contract in August 1909, he had guaranteed that *Dubliners* “contained nothing of a libellous or objectionable character.”<sup>1)</sup> In light of “An Encounter” and other stories, he would have been hard pressed to show that he had not breached that warranty. But, as so often in his life, Joyce took his appeal to the court of art rather than a court of law. When young Stephen Dedalus goes to the rector's office in Clongowes to protest the pandying he received in class, he seeks a double remedy: a “declar[ation] that he had been wrongly punished” (*P* 53) and an injunction against

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1) This three-page typed document, captioned “Royalty Agreement” and dated 19 August 1909, is held in the James Joyce Collection, Rare and Manuscript Division, Cornell University Library. See Figure 1.

further beatings by Father Dolan. The rector grants the first remedy only indirectly, when he concludes that Father Dolan “did not understand” that Stephen had broken his glasses unintentionally, and so pandered him in error (*P* 57). The rector expressly grants the second when he assures Stephen that he will be spared further beatings in the days to come. But before he has even reached the rector’s office, Stephen has begun to reimagine his quest as something out of Roman history (*P* 53). For this sensitive, bookish boy, the most satisfying appeals in a world of frustrated justice are those found in art, history, and legend. Stephen thus figures Joyce’s own resort to art’s homemade justice: not an eye for an eye but aesthetic revenge; not *lex talionis*, the law of crude retaliations, but *justicia poetica*, the law of imagined substitutions, a Mulligan for a Gogarty, a Rumbold for a Rumbold.

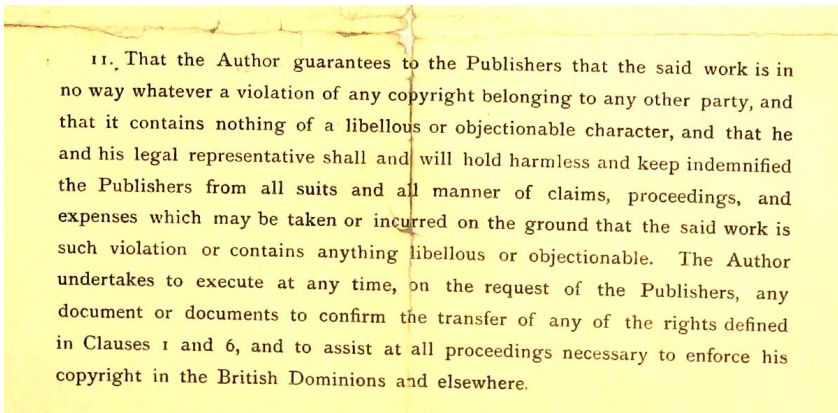


Figure 1. Author’s warranty from Maunsel’s Royalty Agreement for *Dubliners*, 19 August 1909

Art was the remedy that came to hand as Joyce rode the train back to Trieste in September 1912. It was during that journey that he drafted his broadside, “Gas from a Burner,” which assailed Roberts and Falconer for capitulating to fears of “the black and sinister arts / Of an Irish writer in foreign parts” (*CW* 242). Joyce’s initial drafts of this lampoon are preserved at Cornell University. One of these versions he titled “Falconer Addresses the Vigilance Committee,” suspecting that

organized Irish purity crusaders had stoked the printer's fears. The other, "Falconer on 'Dubliners,'" he wrote on the back of a proposed "Agreement and Undertaking," drawn up by Roberts on 30 August 1912, that would have required Joyce to delete all "libellous and/or scandalous" passages from the proofs of *Dubliners*, allow Maunsel's lawyers to suggest further deletions, and pay the costs of all this sanitizing out of his own royalties (Scholes 13-14; Figure 2).<sup>2)</sup> Joyce does not appear to have signed this proposal; he may have used it as a ruse to obtain the single set of proofs he took back with him to Trieste (Scholes 13). But it served an additional purpose: Joyce filled the blank back of the document with the text of his jeering broadside, attacking the printer and the publisher who had misunderstood his art, broken the communications circuit, and suppressed his moral history of Ireland. Instead of signing an authorization to bowdlerize, Joyce made it a foil, and a counterfoil, of his contempt.

30th August, 1912.

**AGREEMENT AND UNDERTAKING.**  
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IN consideration of Maunsel and Company Limited undertaking to re-read my work DUBLINERS (at present regarded by them as containing libellous and/or scandalous matter statements or insinuations) I, JAMES JOYCE, of  
agree that (1) I will carefully examine the proofs of the said work and delete all words passages or references which to the best of my knowledge might be considered libellous and/or scandalous making the necessary substitutions therefor and I further agree that (2) the book shall be thereafter read by Maunsel and Company's legal advisers and that I will thereafter -----

Figure 2. From Maunsel's proposed, unsigned Agreement and Undertaking, 30 August 1912

2) The texts of these drafts are printed and discussed in Scholes. The typed Agreement and Undertaking, with Joyce's handwritten text on the back, has been reproduced in facsimile (JJA 290-97).

Joyce's draft broadside is a kind of palimpsest of art and law. If you study his vigorous pencil scrawl on the back of the unsigned Agreement and Undertaking, you can also make out the lines of the typed contract showing through from the other side, so that, for example, just where Joyce wrote, "O lovely land where the shamrock grows / (Allow me, ladies, to blow my nose)," the contract recites, in faint, reversed letters, his expected promise to delete passages that "might be considered libellous and/or scandalous" (*JJA* 290, 292; Figure 3). And over the clause requiring him to "undertake . . . all costs" of expurgation, Joyce scribbled the lines, "Where they talk of bastard, bugger & whore / . . . And some woman's legs that I can't recall" (*JJA* 291, 293). With unsparing incongruity, the lawyers' fastidious formulations are made to compete with raucous phrases like "blackamoor printer" and "Shite and onions!" (*JJA* 293). The admonitory drone of solicitors is punctuated and punctured by the rebellious shouts of Joyce's own father, just offstage, or off-page, defying all enemies. The fact that "Gas from a Burner" ventriloquizes John Stanislaus Joyce is surely one reason he called his son "an out and out ruffian" for having penned it (qtd. in Ellmann 337).

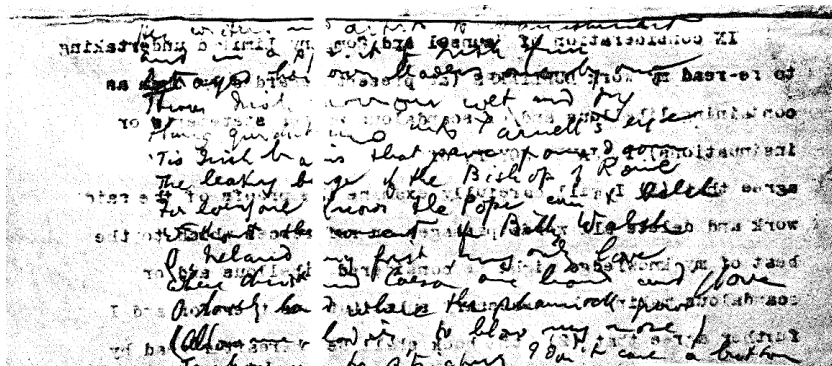


Figure 3. From draft of "Gas from a Burner" on back of Maunsell's proposed Agreement and Undertaking

Joyce thus wrote scandal and libel directly on top of legal language requiring him to remove scandal and libel. His lampoon breaks every rule that Roberts tried

to impose: it risks libel by mentioning the names of real persons and businesses; it shouts obscenities and revels in ribaldry; it points, more openly than anything in Joyce's stories, to the Crown and the Pope as forces combining to deaden Irish life. Joyce's verbal act at once celebrated his refusal to fig-leaf his art and declared his independence from Maunsel, Roberts, and Ireland itself; it was a last, long goodbye to everything in Irish life that had demanded the compromise of his art.

The semitransparent page of the Agreement and Undertaking is an emblem of law's relationship to literature, two disciplines inscribed atop each other, separated by a thin yet definite margin, each fully legible only when viewed straight on, the other then appearing in faint mirror-reversal, but still there, complicating the temporarily dominant message. What if we were to approach Joyce's texts as if they were written on the back of the law, as if they endorsed, as it were, the language and methodology of law within their scrupulous mimesis? What more might we learn from his dense depictions of Irish culture? Would legal implications seem less exotic, less extraneous to his literary craft? Might the stories acquire a fresh vividness and urgency if law's presence were treated as an intrinsic element of the Dublin he so painstakingly evoked?

## I. Reading *Dubliners* on the Back of the Law

If, thus attuned, we turn to the stories of *Dubliners*, we find a legibility of law within literature and literature within law. The stories are inhabited by law, not only when law is the overt theme (as in Kathleen Kearney's contract in "A Mother"), but also when the narrative voice or the characters' thoughts gravitate towards legal meanings and implications. This law-inflected quality is not confined to *Dubliners*, of course. Joyce's other works show similar patterns of legal preoccupation—unsurprising when we recall that he was litigious, conspiracy-minded, and attracted to the language and logic of law. According to the late Justice Adrian Hardiman, Joyce was haunted by a kind of legal doubt that reached deep into his passion for

history and his outrage over miscarriages of justice, a preoccupation already present in his 1907 newspaper article, “L’Irlanda alla Sbarra” (*Occasional* 145-46, 217-18), about the 1882 Maamtrasna trial in which an elderly Irish peasant was convicted of murder through perjured testimony and other misconduct, and the 1903 Great Wyrley case in which a man was unjustly convicted of savage attacks on livestock in the West Midlands of England (Hardiman 65).

Joyce’s legal doubt was deepened by a technological gap in the British criminal justice system of the nineteenth century. Today, victims of legal error may usually look to an appellate court for remedy, but in Joyce’s youth there was “no right to appeal the decision of an English criminal court, even in a capital case,” though discretionary reviews might be granted (Hardiman 79). Outrages like the Great Wyrley case led to the establishment of a Court of Criminal Appeal by parliamentary act in 1907, but by then Joyce had internalized a rhythm of legal narrative that ended abruptly in a trial judge’s or jury’s unappealable decision, a dead-ending of justice.

A final judgment that may not be appealed is a truncated remedy; it freeze-frames due process and denies further official search for the truth. It is one form of paralysis. A kind of legal paralysis pervades the *Dubliners* stories, accenting their special cadence of incompleteness, with no appeal for the stranded victims: a young woman torn between promises made to her dead mother and her living fiancé, unable to decide between numbing domestic duty and a dimly perceived right to happiness (“Eveline”); a young man cheated at cards and about to invest in a business venture with one of the sharps (“After the Race”); a maidservant sexually degraded and made the accomplice of two conspiring larcenists (“Two Gallants”); a young boy beaten by a drunken father who is as deaf to the boy’s offer to say a Hail Mary for him as the Virgin Mary seems to be to the boy’s plight (“Counterparts”); a bachelor coerced into marriage as reparation for a brief sexual connection, pressured by religious scruple, implied blackmail, and hinted violence (“The Boarding House”); a mother unsatisfied with the treatment of the contract she has made for her daughter and in her fury forcing a breach of the

same contract that may leave the daughter an outcast from the Dublin musical world (“A Mother”); a woman denied companionship by a frigid, pseudo-intellectual ascetic, eventually succumbing to drink and possibly suicide (“A Painful Case”). *Dubliners*, in its legal aspect, is more about crime, tort, fraud, breached promises, and threatened and committed violence, than we usually think. The ambiguity that closes each story results in part from unresolved injustice, a paralysis of remedy.

Even when remedies do arrive in *Dubliners*, they are too late or fail to answer. The boy in “Araby” finally gets free of his drunken uncle to go to the devoutly wished bazaar, but the bazaar is closing when he arrives, and he has spent so much of his money getting there that he hasn’t the cash to obtain the promised Grail-gift for Mangan’s sister. The boy stands, confused, in a sales stall, eyed suspiciously by the attendant and flanked by “great jars that stood like eastern guards” (*D* 35); this young Templar’s acute sense of being watched may suggest that his lack of cash has led him briefly to consider shoplifting. Then there is Maria in “Clay,” mocked by neighbor girls who substitute a lump of mud for the token she is to receive in a Halloween game of divination. The blindfolded Maria is spared this prophecy of death when the bit of clay is hastily removed, but when the game resumes, her remedy is not to receive the ring that betokens marriage but rather the prayer-book that speaks coldly of convent life. Maria is known as a peacemaker, a kind of informal mediator or remedy-provider, but she herself is granted, like Eveline, only a dusty future of celibate service to others (*D* 99, 104-105). Desperate remedies, indeed.

One of the law’s basic technologies is the enforceable promise. By declining to sign Roberts’ Agreement and Undertaking, and using it instead to draft a boisterous epilogue to *Dubliners*, Joyce withheld any promise to sanitize his book and pay for the laundry costs. Promise-making, -breaking, and -keeping fill the stories of *Dubliners*, from Leo Dillon’s failure to perform his promise to play hooky in “An Encounter” (for which he forfeits sixpence as a kind of liquidated damages) (*D* 22) to Freddy Malins’ repayment of the sovereign lent him by Gabriel



Conroy (*D* 217). Promises can be binding, even paralyzing. In the technology of law, they confer rights and correlative duties (Hohfeld 35-64). The boy's humiliated anguish at the close of "Araby" results in part from his finding himself impotent to perform the gift promise he has made to Mangan's sister. He has failed in the chivalric duty he imposed on himself.

## II. "Eveline": Promises, Rights, and Duties

The tragedy of Eveline Hill centers on promises she has made and received. Her promise to elope with Frank to Argentina conflicts with a promise she made to her now deceased mother "to keep the home together as long as she could" (*D* 40). A bleak morality play of correlative rights and duties haunts her. She senses that she has "a *right* to happiness," but as she waits to embark with Frank, she can only pray to God "to show her what [is] her *duty*" (*D* 40; emphasis added). Her promise to Frank has created a duty to him and a right to her own freedom, but her promise to her mother caused her to lay upon herself a contrary duty to her father and siblings.

But rights and duties are intensities that lack their usual meanings here. For Eveline, they are lifeless tokens; she has long been thwarted as a true rights-bearer by "the promises made to Blessed Margaret Mary Alacoque," a print of which hangs above the "broken harmonium" in her father's house (*D* 37). These promises, given by Jesus to Alacoque for the benefit of true believers, include assurances of peace within the home and comfort in all afflictions (Gifford 49-50). They are empty in the context of Eveline's servitude as her promises to Frank have been in the history of their courtship. Catholicism's "impossible mandates" (Norris 58) have deprived her of the ability to make and receive true, live-giving promises. A lawyer might advise that her promise to her mother was a qualified one, "to keep the home together *as long as she could*," and that a decision to wed constitutes a duty-terminating event. But she is beyond the help of law, like love. In the

“vastation” of her negative epiphany at the North Wall (Bloom 3), there is only the victory of duty as inexorable environment.

### III. “A Mother”: Contractual Performance and Informal Norms

“A Mother” is also a story founded on promises and the rights and duties to which they give rise. The law of contract provides the story’s *donnée*. It is a tale of agency—not so much Mrs. Kearney’s female agency, as recent critics have urged,<sup>3)</sup> as her legal agency in relation to her daughter Kathleen, who is a principal party to a written, signed musical-services contract, “drawn up” by the Eire Abu Society with Mrs. Kearney, who “entered heart and soul into the details” (*D* 138). The Society is to pay “eight guineas for [Kathleen’s] services as accompanist at . . . four grand concerts” (*D* 138). Mrs. Kearney is not a contracting party and acquires no rights for herself under the agreement. She is at most Kathleen’s agent, even though her confusion in the end over whose contract it really is underscores the comedy and pathos of her vicarious dependency on her daughter. This is a story about an agent who comes to think of herself as the principal, and a mother who is unable to distinguish between her daughter’s needs and her own.<sup>4)</sup>

A contract is a legal technology for allocating rights and duties between consenting parties, for giving definite, enforceable shape to promises the parties have agreed to perform over time. A good contract clarifies the economic future of the parties in relation to each other. Like many contracts that come to be

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3) See, for example, Norris (185-96) and Devlin and Shloss (296-322).

4) “Where an agent [here, Mrs. Kearney] contracts, as agent, for a named principal [Kathleen], so that the other party to the contract [the Eire Abu Society] looks through the agent to a principal whose name is disclosed, it may be laid down, as a general rule, that the agent drops out of the transaction so soon as the contract is made” (Anson 352). Also: “The agent may not depart from his character as agent and become a principal party to the transaction even though this change of attitude do not result in injury to his employer [here, Kathleen]” (Anson 348).

disputed, however, Kathleen's is poorly drafted.<sup>5)</sup> While it specifies that she is to be paid eight guineas for four performances, it is evidently silent about precisely when the payments are to be made. Is she to be paid the full sum before the concert series begins? After the series is concluded? Two guineas after each concert (in the manner of a divisible contract)?<sup>6)</sup> The document clearly contains no provision for cancelled concerts. Mrs. Kearney's anxiety is aroused when the paid attendance at the first two concerts is thin and the third is cancelled in order to fill the house for the final performance on Saturday night (Beck 266). "But, of course, that doesn't alter the contract," she tells Mr. Holohan of the Eire Abu Committee. "The contract was for four concerts" (*D* 140).

The high drama of Kathleen's contract arrives when Mrs. Kearney insists, just before the final concert is to begin, that her daughter "won't go on without her money" (*D* 146). The Committee hastily scrapes together four pounds in banknotes and pays these over to Mrs. Kearney, who grumbles that the sum is "four shillings short" (*D* 147). In a sudden display of independent agency (in the non-legal sense), Kathleen now rises unbidden and takes the stage to perform the first part of the program. But tensions revive during the interval when it is clear that Mrs. Kearney wants the balance paid before Kathleen goes on again. The comedy assumes the polarity of a boxing match, with Committee members and their allies "[i]n one corner" and Mrs. Kearney, her husband, and their supporters "[i]n another corner" (*D* 147-48). The Committee secretaries assure Mrs. Kearney that "the other four guineas" will be paid after the coming Tuesday, but she is adamant that her daughter be paid promptly or "a foot she won't put on that platform" (*D* 148). The dispute ends anticlimactically when Miss Healy volunteers to go on as accompanist

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5) A legal commentator of the period noted, "There is, perhaps, no more fruitful source of litigation than the ordinary theatrical contract. These contracts are often, from a lawyer's point of view, loosely expressed, though in some cases this is not to be wondered at, considering the hasty manner in which they are drawn up" (Strong 1).

6) For a discussion of divisible promises or covenants—that is, contracts that may be divided into separate installments of performance and payment—see Langdell (48-49).

in place of Kathleen (*D* 149). Indignant, Mrs. Kearney stalks out with daughter and husband in tow, her “conduct . . . condemned on all hands: everyone approved of what the Committee had done” (*D* 149). The Committee has won by unanimous decision.<sup>7)</sup>

Has the contract been breached, and if so, by whom? Recent critics seem to have assumed that the Society is in breach,<sup>8)</sup> but it is likely the other way around. When a contract such as Kathleen’s fails to specify how or when the parties are to perform their promises, they must perform them “in accordance with the usage of the place where [the contract] is made” and “within a reasonable time, according to the circumstances” (Addison 126, 128). Mrs. Kearney did not object to payment of all eight guineas following the final concert until the cancellation of the third concert made her insecure about the Society’s ability or intention to pay the full amount. But the secretaries have handed over roughly half of the sum before the fourth concert begins, and they attempt to resolve further impasse by promising another four guineas in a few days (*D* 146-48). In the circumstances, this seems a reasonable accommodation and gives scant ground for Mrs. Kearney to declare a total breach by the Society and so claim that Kathleen is justified in withholding

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7) Devlin suggests that “Kathleen does not mind her mother’s intervention on her behalf” and that “she supports her mother’s position” (Devlin and Shloss 321). The text scarcely sustains this interpretation. As Mrs. Kearney holds up the show, “Kathleen looked down, moving the point of her new shoe: it was not her fault” (*D* 146). This disclaimer of fault, stated by Kathleen or implied by her physical attitude, sketches a shrug of resignation in an impossible situation and does not obviously assign fault to the Society rather than the mother. And when Mrs. Kearney directs the family exodus from the concert hall, still raining threats on Holohan, “Kathleen followed her mother meekly” (*D* 149). This is not mother-daughter bonding but rather a daughter’s weary, accustomed forbearance. Beck argues, more persuasively, that Kathleen’s unprompted decision to go onstage after the £4 are paid may “suggest the beginning of Mrs. Kearney’s real defeat, in a daughter’s conscious separation from her” (268).

8) Norris, for example, argues that “[t]he burden of Mrs. Kearney’s gender grievance is the violation of her daughter’s contract when payment may be withheld” (196-87). Shloss states that Mrs. Kearney “realizes that the agreement about Kathleen’s fee will not be honored” (Devlin and Shloss 307).

the remainder of her own promised performance (Anson 294-311; Williston 317-31). It is true that the baritone and possibly other headliners have been paid prior to going onstage (*D* 147), but Kathleen is an accompanist, not a star attraction, and she is a newcomer to the professional musical world (Gifford 98).

Probably, there are informal norms and usages operating here, tacitly and customarily.<sup>9)</sup> One set of norms may govern the amounts and timing of payments to particular performers; another may hold that the less prominent performers are to be paid only if there is a profit to be shared at the end of the concert series.<sup>10)</sup> This is, after all, a series promoted by a patriotic society; service for the greater glory might ordinarily be rendered gratis.<sup>11)</sup> Joyce's satire is aimed, in part, at the monetizing of patriotism. Mrs. Kearney determines to "take advantage" of

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9) A well-wrought agreement would have anticipated and contracted around any norms that contravened the parties' intent, but Kathleen's contract was negotiated by Mrs. Kearney, untutored in the norms of professional musicians, and by Holohan who is also a "novice" in this world (*D* 138). Contracts drawn up by eager, result-driven amateurs often give rise to disputes when reality takes an unexpected direction.

10) Gifford notes that unspoken norms such as these did operate within Dublin musical culture and would have conditioned the performance obligations of a contract like Kathleen's, but he does not develop the point or provide sources for his observations (98-99). A contemporary analyst of musical and theatrical law noted, "In construing contracts, a factor that has often to be taken into consideration is 'custom of the profession.' That is to say, a term of a contract can be altered very considerably from its apparent meaning by 'explaining' it in the light of some universal professional usage or custom" (Strong 22). Recent scholarship has unearthed a wide variety of informal norms that have modified or even replaced formal law in many areas of activity. For a general discussion of informal norms, particularly those governing California cattle-ranching, see Ellickson. For the norms employed by nineteenth-century American publishers to protect their interests in uncopyrighted foreign works, see Spoo, *Without* (13-64).

11) Raghinaru discusses the mixture of gift and exchange economies in "A Mother," but approaches it from an abstract theoretical perspective rather than one that might explore the actual practices within patriotic and musical cultures in the Dublin of this period (27-32). Attridge stresses the ironic clash between bourgeois economic expectations and "the supposedly disinterested context of Irish patriotism" (10).

Kathleen's mythic name once the Irish Revival begins to be "appreciable" (*D* 137) — a word that hovers between senses of "noticeable cultural phenomenon" and "value-enhanced asset" (Attridge 10; Beck 264). Kathleen's negotiated contract may figure as a kind of simony practiced within the largely volunteer culture of patriotism and music. Awarding a contract for eight guineas to a relative novice like Kathleen—the equivalent of seven weeks' wages for an Irish coal laborer ("Tramway") or a year's wages for a servant girl in a private house ("General Servant")—might well be viewed as a deviation from the understood norms of this culture.<sup>12</sup> Mrs. Kearney's insistence on enforcing the contract to the hilt, prior to her daughter's taking the stage, may be the culminating irregularity that causes her to be "condemned on all hands" (*D* 149).<sup>13</sup>

Mrs. Kearney's chief grievance, as a woman and businessperson, may be that she has not been granted access to the informal norms that circulate around the contract she has won for her daughter. Beginning with the pliant, inexperienced

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12) Norris proposes that the argument over payment of Kathleen's fee represents a kind of "labor dispute" (192, 195). This suggestion of collective bargaining seems misplaced here. It exaggerates Kathleen's limited contractual engagement and ignores the Society's partial payment of her fee and promise to pay the balance shortly; it also misses much of Joyce's satire of Mrs. Kearney's pretensions and her reckless willingness to use her daughter to satisfy them. Beck's interpretation of Mrs. Kearney, though dated in some respects, better catches the tone of Joyce's satire (259-76). To Norris's question, "Why could Mrs. Kearney's action not be treated as a noncollective version of the legitimate labor practice of the 'strike'?" (193), I would reply that the notion of a "noncollective" strike adds little to the text or context here, and it diminishes the true collective plight of the performers and artists who nervously wait for Mrs. Kearney to allow the show to go on. In any case, Mrs. Kearney is scarcely entitled unilaterally to force a strike that may impair the chances of her daughter—the actual worker here—for future labor opportunities.

13) The norms operating in Dublin's musical community may not be absolutely clear-cut even to participants. Until Mrs. Kearney's fury peaks, the performers are divided over who is at fault, although some of this division arises from the loyalty of friendships. If musical norms were ambiguous or incomplete here, such a division might well be expected to arise, dissolving only when Mrs. Kearney's ferocity becomes intolerable even to Kathleen's supporters (*D* 147-49).

Holohan, no one attempts to explain the unspoken proprieties to her, and in this respect she may justly complain that a patriarchal culture has tried to confine her to the role of uncomplaining “lady” (*D* 149).<sup>14</sup> She has poured her own time and expense into the project of promoting Kathleen, and although these contributions could not strictly be compensated as part of her daughter’s contract, she plainly feels that she should be “repaid” for all she has done (*D* 138-39, 148). The moral and psychological problem is that this mother also wants the promised guineas to compensate her, somehow, for a lifetime of deferred romance and for the pain and suffering of withheld prestige and status (Beck 264, 268, 272).

Joyce’s story of a mother is more than a sociological study of the mercenary impulses behind charitable endeavors. Just as in “Eveline,” there is a blurring and multiplying of the notion of “rights.” Mrs. Kearney has groomed Kathleen to replicate her own educational and cultural attainments, and the Irish Revival offers an opportunity for her to live capaciously through her daughter’s accomplishments. The pathos of this vicarious dream reaches its height when Mrs. Kearney, *furiosa*, forgets that her daughter is the principal—and she herself merely the agent—of the rights conferred by the contract. Her confusion emerges within a welter of pronouns that designates sometimes her daughter, sometimes herself, sometimes perhaps both:

They thought they had only *a girl* [daughter] to deal with . . . [b]ut *she* [daughter? mother?] would show them their mistake. They wouldn’t have dared to have treated *her* [daughter? mother?] like that if *she* [daughter? mother?] had been a man. But *she* [mother] would see that her daughter got *her* [daughter] rights; *she* [mother? daughter?] wouldn’t be fooled. If they didn’t pay *her* [daughter? mother?] to the last farthing *she* [mother] would make Dublin ring. (*D* 148; emphasis added)

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14) Norris acutely notes this dimension when she reports that Mrs. Kearney does not understand “the contingencies and social modifications of the contract,” and that her attempts “to get this crucial information and explanation [are] repeatedly rebuffed” (194). It is here, I feel, that the story’s gender politics are most acute. But Mrs. Kearney’s unbending behavior makes her deaf to the reason of law or the nuance of norms, and the bolt that she aims at the norms-gatekeepers may actually strike Kathleen.

In this passage of free indirect discourse—remarkable for capturing Mrs. Kearney’s full wrath without resorting to direct quotation—the identities of mother and daughter have merged in a pell-mell of claimed entitlements (Devlin and Shloss 299-300, 302). The blow to Mrs. Kearney’s vanity is now inseparable from Kathleen’s contract rights; and the mother has stepped fully into the daughter’s role when she declares, “I have *my* contract, and I intend to see that it is carried out,” and pathetically pleads, “I’m asking for *my* rights” (*D* 144, 148; emphasis added). No mere paying of a contract, even in prestigious guineas, could satisfy the hungers evidenced here.<sup>15)</sup>

The action hastens towards this unsettling fusion of identities in Mrs. Kearney, who has “never put her own romantic ideas away” (*D* 137). As a young unmarried woman with cultivated manners she had “sat amid the chilly circle of her accomplishments, waiting for some suitor to brave it and offer her a brilliant life” (*D* 136). Suddenly, belatedly, her old dream of romantic overtures has been revived with the somewhat comical apparition of Hoppy Holohan, who “came to her and proposed” that her daughter perform at the Eire Abu concerts (*D* 138), and, like a persistent beau, “called to see [Mrs. Kearney] every day to have her advice on some point” (*D* 138). At last, a suitor has braved her chilly circle, even if it is only

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15) Critics have sometimes followed Mrs. Kearney in blurring whose rights are at issue under Kathleen’s contract (Devlin and Shloss 308-310; Norris 195). For example, discussion of the various Married Women’s Property Acts enacted by the British Parliament in the nineteenth century (Devlin and Shloss 308; Norris 187-88), though relevant to the general economic treatment of women in this period, is inapplicable to Kathleen’s contract. As an unmarried *feme sole*, Kathleen could not be threatened with the rule of “coverture,” which claimed a married woman’s entitlements for her husband (Anson 126-31). Mrs. Kearney is at most the agent of Kathleen’s contractual rights; as such, she has no economic rights of her own to enforce here (Anson 352), and her married status is irrelevant. A trickier question might be whether Kathleen is 21 years old yet. If not, she is a minor and would normally enjoy a privilege of disaffirming or disclaiming the contract if the Society threatened to sue her for breach (Anson 113-21). The situation is complicated, however, by the fact that Mrs. Kearney has already accepted partial payment of £4 on Kathleen’s behalf before refusing to allow her to perform further.



to seek her daughter's pianistic hands. At the dénouement, Mrs. Kearney's romantic need to be approached, transposed now to maternal rage, returns as "[s]he waited . . . in the hope that the secretaries would approach her" and lay four guineas at her feet (*D* 149). But the suitors have grown scarce once again, and even her daughter's surrogate allure has been replaced by Miss Healy, who "kindly consented" to step in as accompanist (*D* 149). This is a story in which a daughter's contract exposes the failure of a mother to outgrow her youthful *bovarysme* (Duech 113), and where the mother measures her own status in guineas owed to the daughter she is prepared to sacrifice—the most poignant feminist casualty of this tale of grotesque compensations.

#### IV. "Counterparts": Legal Boilerplate and the Unities of Violence

In the gallery of victims in *Dubliners*—Eveline Hill, Jimmy Doyle, the slavey, Maria, Emily Sinico, Kathleen Kearney—there is perhaps no character who so intensely provokes pity as the battered child at the end of "Counterparts." This story, too, draws its theme and structure from contracts—not the substantive law of contracts as in "A Mother," but rather the technical formalities of written agreements. Farrington is a scrivener in the law office of Crosbie & Alleyne.<sup>16</sup> It is grueling, exacting work that requires steady nerves and patience under pressure and sometimes abuse in an oppressive setting (Norris 138). Farrington's job is to produce accurate, handwritten copies of documents—contracts, leases, legal correspondence. In a loose sense, such copies may be called counterparts, and Joyce filled the story with copies of all sorts: Farrington mimics the words of Mr. Alleyne and his own boy (*D* 92, 97-98). Mr. Alleyne mimics Farrington (*D* 91). Farrington botches a duplicate contract by writing "*Bernard Bernard*" instead of "*Bernard Bodley*" (*D* 90). Mr. Alleyne's tirades always come in twos: "*You—know—nothing.*

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16) For an examination of the theme of the scrivener in Joyce and Herman Melville, see Beja.

Of course you know nothing” (D 91); “You impertinent ruffian! You impertinent ruffian!” (D 91). Young Tom Farrington’s offer to say a Hail Mary for his father is made in triplicate (D 98). The game of multiplications is already in progress in the opening sentence: “The bell rang *furiously* and, when Miss Parker went to the tube, a *furious* voice called out in a piercing North of Ireland accent” (D 86; emphasis added). Even Farrington’s pub crawl is an orgy of copying: drinks are stood in a parody of endless contractual exchange, and Farrington’s smart back-answer to Mr. Alleyne is recited in several counterparts (Attridge 12-13).

But Joyce meant something more specific in naming his story “Counterparts.” The word refers to what was, and is, commonly called in legal parlance a counterparts clause. A typical one of the period—they haven’t changed much—reads: “This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument” (White 1121; Figure 4).<sup>17</sup> Counterparts clauses are a classic example of legal boilerplate. They are rarely noticed by the parties who sign contracts or the attorneys who draft them; they are almost never the subject of legal commentary or scholarship. They are perpetuated, year after year, contract after contract, as if inherited from some archaic source, like Jung’s collective unconscious.

**Eighth. This agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.**

Figure 4. From a New York stockholder voting trust agreement, 1903 (White 1121)

They serve a useful purpose, however. Often captioned “Counterparts”—like

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17) Attridge suggests that the story’s title refers to “the twin parts of an indenture or deed, traditionally cut or torn from a single sheet in such a way that reuniting the two documents verifies their authenticity” (12). This is possible and would carry some of the same implications for Joyce’s theme as a counterparts clause does. Farrington would likely have been familiar with both types of legal counterparts.

Joyce's story—these clauses are a technology of modern contracting and leasing. They presuppose a world in which parties who must sign a contract are not always able to be at the same table at the same time. They offer a solution to the problems of distance, unavailability, and multitasking. They permit one contracting party to sign his counterpart in one part of the city (or country or world) and another party to sign her counterpart in another part of the city (or country or world)—“simultaneously” is loosely construed—and still be deemed to have executed original copies, which, taken together, will be treated as a complete, operative agreement. It is likely that the contract between Bodley and Kirwan that Farrington is copying contains such a clause; the counterparts that he produces (if he remains employed long enough to complete the task) will fit together like pieces of a puzzle, even if Bodley signs his copy in Ballsbridge and Kirwan signs his in Chapelizod. Counterparts clauses reverse the Platonic presumption that copies are never the true original. By fiat of lawyers and judges, copies are originals, wherever executed.

This contractual conceit structures the grim theme of violence in “Counterparts.” The verbal abuse that Farrington trades with Mr. Alleyne finds its counterpart in the mimic warfare of his arm-wrestling match with Weathers later in the pub, and again in the physical brutality he visits on his young son Tom with a walking-stick at the conclusion. These different acts of violence—shouted, staged, and real—are executed separately in different parts of the city, yet they all constitute the same transactional paralysis that Joyce identified as a subject of his moral history. In this respect, “Counterparts” is a contractual-thematic exposition of a condition that Joyce explored in narrative-temporal terms in the “Wandering Rocks” episode of *Ulysses*, where many *Dubliners* in different parts of the city perform their role among the gratefully oppressed in the post-Parnell era by bowing before passing spiritual and temporal masters: a priest and the Lord Lieutenant. These abject acts are performed largely by a lower middle-class variously numbed by alcohol, celibacy, religion, and empire.

As the curtain falls on Farrington's final act of violence, contract law makes

a last, futile appearance. As Tom assumes a prayerful posture, hands clasped together and raised, he offers up a contract instead of a Hail Mary. He does not actually say any prayers for his father; he *offers* to say them (*D* 98). Lawyers call such a technology an offer for a unilateral contract: a promise offered in exchange for an act or a forbearance to act (Langdell 76). Here, Tom promises to say prayers for intercession for his father's sins—the only thing the terrified boy can think of (Beck 189)—in exchange for his father's putting down the walking-stick he is flailing. But Farrington has no intention of accepting the offer; his anger over his wife's chapel-going partly triggered this violence (*D* 97-98). The spell of riot that began with an employer's "privileged bullying" (Beck 187) ends with a father's privileged though unforgivable savagery. Neither the mercies promised by the Church nor an appeal to paternal clemency provides a remedy for Tom.

## V. Conclusion

I have been reading "Counterparts" on the back of the law, as if Joyce wrote the story on the reverse of a contract and used its counterparts clause to highlight the commonality among escalating acts of violence in domains usually thought to be separate: the workplace, the pub, and the home. The counterparts clause operates in the structuring background, unobtrusively, not unlike Joyce's use of Homeric epic to organize the details of Dublin life on 16 June 1904. In contrast, law's presence in "Eveline" is less formal and structural, more a murmured chorus commenting on this tale of disabled female agency. Law's language of rights speaks faintly in Eveline Hill; in the death throes of her bid for freedom, this language is reversed, hard to discern, struggling to articulate some glimpsed notion of human possibility but defeated by a mastering environment in which a daughter's continuing duty in her father's house is no more to be questioned than his claiming her wages every week as if he had earned them (*D* 38). Law here is a mere trace of promissory gestures that never ground any real rights, only deadening duty.

My reading of “A Mother” draws on the substance of contract law and suggests that Kathleen’s legal rights may be altered or impaired by the pressure of informal professional norms, on the one hand, and Mrs. Kearney’s deferred romantic needs and her drive for status, on the other. I have arranged my discussion of the story to resemble the relationship of Joyce’s “Gas from a Burner” to Maunsel’s Agreement and Undertaking, where law speaks cautiously on one side of the document, and an indignant voice shouts of violation and outrage on the other. I have placed doctrinal points of contract and agency law in footnotes, as a way of suggesting how these rules might inform our understanding of Mrs. Kearney’s treatment of Kathleen’s contract as a repository for her own powerful longings, and the larger problem of her readiness to risk Kathleen’s chances for her own unsatisfied need to be wooed and lavished with respect.

I am not suggesting that Mrs. Kearney, Kathleen, or even Joyce himself was familiar with all these points of law. Of course not. But law operates powerfully and poignantly in these stories; it forms part of what Lionel Trilling called “a culture’s hum and buzz of implication . . . the whole evanescent context in which its explicit statements are made” (206). Law’s rules and exceptions need not become fully articulate in the day-to-day doings of a culture, or in that culture’s counterpart in realistic fiction, to be nonetheless a shaping, conditioning force for recognizing the contours of human conduct and assessing the justice of human interactions.

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**Abstract**James Joyce's *Dubliners*: Writing on the Back of the Law

Robert Spoo

When he drafted his irreverent broadside “Gas from a Burner” (1912) on the back of a publisher’s proposed contract, Joyce created an emblem of law’s relationship to literature: two disciplines inscribed on top of each other, each legible within the other’s conditioning text and context. This essay approaches the stories of *Dubliners* as if they were written on the back of the law, as if they endorsed the language and methodology of law within their scrupulous mimesis. The essay focuses on three stories in particular—“Eveline,” “Counterparts,” and “A Mother”—to show how the legal concepts of promises, contracts, rights, and duties inform and structure Joyce’s early fictions. Eveline Hill is torn between promises made to her dead mother and her living fiancé, unable to decide between numbing domestic duty and a dimly perceived right to happiness. Farrington’s escalating violence in the workplace, the pub, and the home is highlighted by the technical device known as a counterparts clause, a formality of modern contracting and leasing. “A Mother” draws on the substance of contract law to show that Kathleen Kearney’s legal rights are vulnerable to informal professional norms, on the one hand, and her mother’s deferred romantic needs and drive for status, on the other. Law operates powerfully and poignantly in these stories, a shaping force that allows us to study more closely the individual conduct of Joyce’s *Dubliners* and to assess the justice of their interactions.

■ **Key words** : James Joyce, *Dubliners*, law, contract, promise, duty, norms, counterparts

Received November 11, 2019

Reviewed November 25, 2019

Accepted December 3, 2019