



HARVARD LAW SCHOOL'S PROMOTIONAL LITERATURE, 1829-1848

A REFLECTION OF THE IDEALS AND REALITIES OF
THE STORY-ASHMUN-GREENLEAF ERA

Michael von der Linn

JOEL PARKER, CHARLES WARREN, and later scholars attribute Harvard Law School's renaissance in the years spanning 1829 to 1848 to the endowment provided by Nathan Dane, the support of President Josiah Quincy, and the contributions of Joseph Story, John Hooker Ashmun, and Simon Greenleaf.¹ These were indeed the primary reasons for the school's remarkable growth. Another, which has received little attention, was an aggressive promotional campaign initiated by Story in the 1830s.² This

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¹ The law school's faculty and staff consisted of two people during this period. Story was the superintendent; Ashmun handled most of the administrative duties. They divided the teaching load fairly evenly. This arrangement continued when Greenleaf joined the faculty after Ashmun's death in 1833. Asahel Stearns, Story's predecessor, directed the school from its establishment in 1817 to 1829. He was the sole administrator and primary instructor, but he shared his teaching duties with Isaac Parker, who held a joint appointment with Harvard College.

² I have found two references. Warren, who provides the quote cited in Footnote 6, devotes a paragraph to this topic. Newmyer, perhaps based on his reading of Warren, mentions it as well. Charles Warren, *History of the Harvard Law School*

was not the first time Harvard issued marketing materials, nor was it the first or only school to use them.³ But the size of Story's campaign was unprecedented. And as we shall see, a closer look at it provides a great deal of information about the law school's ambitions, anxieties, and practical needs in the 1830s and '40s.

I

"IT WAS IMPORTANT TO THE PROSPERITY OF THE LAW SCHOOL . . ."

Given the near-absence of students at the time of Asahel Stearns's resignation in 1829, one would assume that Story commissioned advertisements immediately to boost enrollments. He didn't because it wasn't necessary for the first few years. The news of Story's appointment attracted a sizeable number of students, and Ashmun brought several more with him when he closed his proprietary Northampton Law School. Story's national reputation and the widespread interest in legal education at that time drew a good deal of attention in the press. At the same time, members and friends of the Harvard community discussed the law school's reorganization and curriculum and published glowing re-

and of Early Legal Conditions in America (New York: Lewis Publishing Company, 1908. Reprint. Union, NJ: The Lawbook Exchange, Ltd., 1999) I:544; R. Kent Newmyer, *Supreme Court Justice Joseph Story: Statesman of the Old Republic* (Chapel Hill: University of North Carolina Press, 1985) 249.

³ An 1817 advertisement from the *Boston Daily Advertiser*, written by Stearns and using language similar to later pieces, is reproduced in Warren, *History* I:314-315. A draft of this piece is in a letter to President John T. Kirkland, dated July 11, 1817, included in a collection of facsimile founding documents, *Proposals Looking to the Founding of the Harvard Law School* (HLS MS 1387, Harvard Law School Library). According to this letter, which is quoted in part by Warren, the idea of marketing the school widely seems to have originated with Stearns. After soliciting suggestions and other editorial matters about this advertisement he writes: "I suggested yesterday the propriety of adding, by way of P.S., a request to printers of newspapers, in this and the adjoining states, to publish the notice. But I submit that to your better judgment." I have not been able to locate other advertisements from 1817 or any other year during Stearns's tenure, so Kirkland must have rejected this idea.

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ports of its progress in periodicals like the *North American Review* and *The American Jurist*.⁴ These factors would explain why I have not located any advertisements from this time, except one from 1829 that was clipped from an unidentified newspaper.⁵ Indeed, the only recorded contemporary advertising expense I have been able to locate is a sum of \$7.25 spent in the 1830-31 fiscal year (see Table 1 below).

In these initial years enrollment increased from one student in 1828 and 27 students in 1829 to 42 students in 1832. This trend ceased, however, when media attention waned and the first class of students moved on. Story must have felt the need to attract new students by 1833, the year of Ashmun's death and Greenleaf's appointment, because this is when Story's campaign began. He reviewed its progress three years later in a letter to the Harvard College Treasurer:

The expense of advertising of the Law School seems very large, but it occurred to us that it was important to the prosperity of the Law School that its course of instruction and arrangements should be known throughout the United States. For this purpose Professor Greenleaf directed a programme of the studies, etc., to be published in one or more of the principal newspapers in the leading States in the Union. The expense of so full an advertisement in so many papers was necessarily great. But it has been amply repaid by an increase of the School by students from various parts of the Union. In the future we suppose we may confine our

⁴ See, for example, "Law School at Cambridge," *The North American Review* 59 (April 1833), 395-418; "The Law Institution of Harvard University," *The American Jurist* IV (July and August 1830), 217. A well-known early example of "free advertising" appears at the end of Story's 1817 review of Hoffman's *Outlines of Legal Study* in the *North American Review*, reprinted in *The Miscellaneous Writings of Joseph Story, Associate Justice of the Supreme Court of the United States and Dane Professor of Law at Harvard University*, Edited by William W. Story (Boston: C.C. Little and J. Brown, 1852. Reprint. Union, NJ: The Lawbook Exchange, 2001), 91-92. The well-distributed inaugural addresses of Story, Ashmun, and Greenleaf also helped to promote the school.

⁵ Harvard Law School Library, Nathan Dane Papers, 1780-1835, Box 1, Folder 36.

annual advertisement to a very few papers, including one at Washington, which will greatly diminish the charge⁶

Put bluntly, Story presents an elaborate paraphrase of a time-honored maxim: “it pays to advertise.” As one would expect in a letter justifying expenditures, Story concedes that the school spent “very large” sums of money on advertising in “so many papers,” but defends this expense as a sound investment that helped the school to become a flourishing national institution. He also implies that future budgets will be based on the need to maintain or increase enrollments. His points are supported by the following compilation of advertising expenditures and student enrollments:

TABLE 1: ADVERTISING EXPENDITURES LISTED IN THE HARVARD PRESIDENTS’ & TREASURERS’ REPORTS, 1830-1848⁷

Acad./Fiscal Year	Amount	Enrollment	Related Expenses
1830-1831	\$7.25	41	
1831-1832		42	
1832-1833		42	\$10.50 for catalogues
1833-1834	\$192.88	51	Note: Cost of diplomas included in this amount
1834-1835	\$69.46	32	
1835-1836	\$139.76	54	
1836-1837	\$60.16	50	
1837-1838	\$172.31	63	
1838-1839	\$68.45	82	
1839-1840	\$202.10	85	
1840-1841	\$127.42	90	

⁶ Warren, *History of the Harvard Law School* I:504. This letter is dated September 24, 1836. Early manuscript drafts of Greenleaf’s “programme,” from 1829 based on their choice of titles, are in the Harvard Law School Library, Simon Greenleaf Papers, Box 23, Folder 16. These manuscripts draw heavily from David Hoffman’s *A Course of Legal Study* (Baltimore: Coale and Maxwell, 1817).

⁷ See hul.harvard.edu/huarc/refshelf/AnnualReportsCites.htm# (vis. June 26, 2010). I could not locate a report from 1829. The annual Harvard President’s Reports, first published in 1825, do not include financial data for the law school. “Printing Costs,” a much larger line-item in these budgets, probably covered the production costs of the course catalogues. A line-item expense for these appears only in the 1845-46 budget. Advertising expenditures ceased in 1854-55, resumed in 1868-69, and increased significantly after the reorganization of the Law School under C.C. Langdell in 1870.

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Acad./Fiscal Year	Amount	Enrollment	Related Expenses
1841-1842	\$238.78	115	
1842-1843	\$168.19	118	
1843-1844	\$128.92	117	
1844-1845	\$479.42	153	
1845-1846	\$359.55	126	Catalogues: \$736.25
1846-1847	\$518.00	102	
1847-1848	\$205.56	131	

Greenleaf placed advertisements in newspapers during June, July, December, and January; he issued them at various times in legal periodicals and bookseller catalogues (see Appendix).⁸ For the most part, they were timed to generate inquiries that would lead to fresh enrollments at the beginning of the fall and spring terms.⁹ As Story notes, they appeared in the “principal newspapers in the leading States in the Union.” Greenleaf chose these papers with care. He advertised heavily in two nationally circulated publications, the *National Gazette and Literary Advertiser* (published in Philadelphia) and the *Daily National Intelligencer* (published in Washington, DC).¹⁰ He addressed Southern and Western students in selected years through the *Weekly Raleigh Register and Gazette* and the *Cleveland Herald*. (In all four papers Harvard Law School is the only non-local educational

⁸ My information is drawn from two databases: Readex's *America's Historical Newspapers*, www.newsbank.com/readex/?content=96 (vis. May 5, 2010) and Gale's *Nineteenth-Century Newspapers*, www.gale.cengage.com/DigitalCollections/products/usnewspapers/index.htm (vis. May 18, 2010). I found two examples in the December and August 1848 issues of the *Monthly Law Reporter*. It is difficult to find advertisements in library sets of nineteenth-century periodicals because they were usually printed on the wrappers and endleaves, or in advertising supplements. These pieces were almost always discarded when the issues were bound into volumes.

⁹ There were no academic admission requirements at this time, but every student had to provide references attesting to his “good moral character” and submit a bond or deposit to insure payment of his tuition and fees. See the advertisements reproduced in the Appendix.

¹⁰ Bookseller catalogues and legal periodicals were also distributed nationally. From about 1815 onward, newspapers and other periodicals circulated rapidly and widely throughout the states and territories. This revolution in communications is detailed in Daniel Walker Howe *What Hath God Wrought: The Transformation of America, 1815-1848* (New York: Oxford University Press, 2008), 222-235, esp. 228-229.

institution represented.) For the most part, however, Greenleaf restricted his focus to papers in the primary cities of Connecticut, Massachusetts, New Hampshire, and Vermont. This regional emphasis suggests a parochial desire to have a student body dominated by New Englanders, who would promote local values. Whatever their place of publication, the favored publications were those that supported Nationalist-Whig policies and served the interests of elite members of the professional and commercial classes. To use the language of modern advertising, the sons of these men were the law school's ideal "demographic group."

II

"THE DESIGN OF THIS INSTITUTION"

When interested parties contacted Harvard they received a two- to four-page prospectus, in later years a copy of the annual catalogue, which was about 20-25 pages in length.¹¹ They share the same information. Like the advertisements, these pieces describe the law school's curriculum, textbooks, regulations, fees, and degree requirements.¹² Outlining the "design of this institution," they stress its national character, fine law library (then the best in the U.S.), and affiliation with Harvard College, which offered access to its library and course offerings.¹³ More important, they declare the law

¹¹ I have seen several examples of prospectuses and catalogues with addresses and postmarks. I cannot determine when the school stopped issuing an annual prospectus, but I would propose 1840 due to my failure to find any examples after that date. It could also be 1845 due to the dramatic price jump in the cost of catalogues, which merited a specific line item in that year's budget. Whatever the chronology, it is certain that the catalogues were used for marketing. In fact, I have seen one from the 1849-50 academic year with a headnote reading "Please hand to any one who may be interested" on the front cover.

¹² The catalogues also include names of students organized by class, descriptions of academic prizes, and excerpts from university regulations governing the law professorships. Excepting minor changes introduced from year-to-year, their format and language remained consistent until the law school's reorganization under C.C. Langdell.

¹³ This affiliation brought a great deal of prestige. At this time Harvard College and the United States Military Academy at West Point were generally considered to be the finest educational institutions in the United States.

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school's commitment to the textbook-lecture method. This was still a somewhat controversial stance. At a time when legal pedagogy was a keenly debated topic, these marketing pieces implicitly denounce the other institutional models of the day: apprenticeship and the moribund but still-competitive lecture-based curriculum associated with proprietary law schools.¹⁴ They also imply that no other institution employing the textbook-lecture method and granting the LL.B., such as the University of Virginia, could equal Harvard Law School's faculty, library, or curriculum.¹⁵

This message is expressed most vividly in the lists of required and recommended readings included in each prospectus and catalogue, a unique feature that must have impressed contemporary readers.¹⁶ Easily the most comprehensive lists issued by a law school during the 1830s and '40s, they were expanded and updated each year. The 1829 list has 85 titles; the 1848 list has 162. All are organized according to nine subject areas: jurisprudence, personal property, commercial and maritime law, real property, equity, constitutional, criminal, civil and foreign law, and the law of nations. This prospectus from the midpoint of the Story-Greenleaf era is a typical example:

¹⁴ See Alfred Z. Reed, *Training for the Public Profession of the Law* (New York: Charles Scribner's Sons, 1921), 432-433.

¹⁵ In his resignation letter, dated April 7, 1829, Stearns blamed the loss of students on the Northampton Law School and other recently founded "similar institutions elsewhere, particularly in Virginia." This letter is cited in Sutherland, *The Law at Harvard: A History of Ideas and Men, 1817-1967* (Cambridge: Harvard University Press, 1967) 87. He is almost certainly referring to the law school at the University of Virginia (founded in 1826), an intellectually ambitious LL.B.-granting institution that used a textbook-lecture curriculum designed by Thomas Jefferson. Similar institutions existed at the College of William and Mary (founded 1779), Transylvania University (founded 1799), Dickinson College (founded 1834), and Yale University (the affiliated Staples-Hitchcock School, joined to Yale in 1824). For a complete list see Reed, *Training*, 423-433.

¹⁶ Copies of the course catalogues from 1835 to 1869, which include these reading lists, can be viewed at nrs.harvard.edu/urn-3:HLS.LIBR:1459156 (vis. June 25, 2010). Reading lists from 1825 onward are included in the annual President's Reports (see link address listed in Table 1 above).

Michael von der Linn

LAW INSTITUTION OF HARVARD UNIVERSITY.

FACULTY OF LAW.

HON. JOSIAH QUINCY, LL. D., *President.*

HON. JOSEPH STORY, LL. D.

SIMON GREENLEAF, LL. D.

THE design of this Institution is to afford a complete course of legal education for gentlemen intended for the bar in either of the United States; and elementary instruction for gentlemen not destined for the bar, but desirous of qualifying themselves either for public life, or for commercial business. The course of instruction embraces the various branches of Public and Constitutional Law, Admiralty, Maritime, Equity, and Common Law, with occasional illustrations of Foreign Jurisprudence.

The School is under the immediate superintendence and direction of MR. GREENLEAF, Royall Professor of Law, in the University. MR. JUSTICE STORY, of the Supreme Court of the United States, is Dane Professor of Law in the University, and participates equally in the active labors of instruction, when not engaged in judicial duties. His course includes the principal branches of Maritime, Equity, Commercial, and Constitutional Law. The Royall Professor gives instruction in the Common Law, and in all the other juridical studies. In every week of the term there are at least six private lectures, and usually more; at which the students are examined in their respective studies, and oral explanations and illustrations are given by the Professors. Public written lectures are also occasionally delivered, upon the more important topics of jurisprudence.

The course of studies is so arranged as to be completed in two years; and, with reference to these studies, the students are divided into classes, according to their proficiency; but students are generally at liberty to join either class, in as many studies as they may choose, according to their own view of their wants and attainments.

The Academical year is divided into two terms and two vacations. Commencement is on the fourth Wednesday in August. The first term begins on the Friday then next ensuing, and continues twenty weeks. The first vacation continues six weeks from the end of the first term. The second term begins at the end of the first vacation, and continues twenty weeks. The second vacation continues from the end of the second term, till Commencement.

For the two ensuing Academical years, the books read with Professor STORY will be the following. **FIRST YEAR.** *First Term.* Marshall on Insurance; Long on Sales; Story on Equity Jurisprudence and Pleadings. *Second Term.* Chitty on Contracts; Story on Bailments; Angell and Ames on Corporations; Cruise's Digest of the Law of Real Property. **SECOND YEAR.** The same books as in the preceding year. For gentlemen who remain in the Institution three years, other studies are prescribed.

A *moot* Court is holden every week, by one of the Professors, at which a cause, previously given out and prepared, is argued by four students, in rotation, and an opinion is delivered by the presiding Professor.

Students may generally be accommodated with rooms, in the spacious and convenient college buildings prepared for their use, upon the same terms as undergraduates; and may, if they choose, board in Commons, as resident graduates, at \$2.25 per week. They may, at their pleasure, receive instruction in any of the modern languages, at the price of \$10 per annum for each language studied. The rent of College rooms is from \$24 to \$25 per term. Rooms in private houses can be had at from 75 cents to \$1.25 per week; and private board at from \$2.25 to \$3.50 per week. Wood and coal prepared for use, are delivered at students' rooms, by the University, at cost, varying with the market price.

The fees for instruction in the Law School are \$100 per annum, and proportionably for any shorter period, not less than three months; for which sum the students have the use of the lecture rooms; the Law Library, containing upwards of 4000 volumes; the general Library of the University, containing about 36,000 volumes; and the privilege of attending, *gratis*, all the public lectures, in every Department of the University. They are also furnished with all the books studied as class books in the School, unless they prefer their own, for the sake of making notes and references, with a view to future study and practice. Instruction is given for any period, not less than three months, which may suit the convenience of the student.

No previous examination is necessary for admission; but every student is expected to produce satisfactory testimonials of good character, and some statement of his previous studies. Bonds in the penal sum of \$200, are given to the Steward for the payment of all dues to the College; with one surety resident in Massachusetts.

The degree of Bachelor of Laws is conferred by the University on all students who have completed the regular term of professional studies, required by the laws and rules of the State to which they belong, eighteen months thereof having been passed in the Law School of this Institution.

Cambridge, Mass., July 16, 1838

*Prospectus for Harvard Law School from the 1838-39 Academic Year
(Printed in 1839)*

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COURSE OF STUDY.

THE books marked thus (*) compose the course which is completed in *two* years. The studies of gentlemen who remain longer in the School, are pursued in other books in the *regular course*, to which others are added from time to time, as far as the leisure and progress of the students may permit. The *parallel course* is prescribed chiefly for private reading.

Regular Course.

*Blackstone's Commentaries.
*Kent's Commentaries.
Wooddeson's Lectures.

*Chitty on Pleading.
*Stephen on Pleading.
*Chitty on Contracts.
*Starkie on Evidence.
*Long on Sales.
Bingham on Infancy.
*Angell and Ames on Corporations.
Williams on Executors.
Angell on Limitations.
Roper on Husband and Wife.
*Story on the Conflict of Laws.

*Abbott on Shipping.
*Bayley on Bills.
*Paley on Agency.
*Marshall on Insurance.
*Story on Bailments.
*Gow on Partnership.
Theobald on Principal and Surety.
Brown's Admiralty Law.

*Cruise's Digest.
Ferne on Remainders.
Powell on Mortgages, (Rand's ed.)
Sanders on Uses and Trusts.
Stearns on Real Actions.
Adams on Ejectment, by Tillinghast.
Sugden's Vendors.
Jackson on Real Actions.

Barton's Suit in Equity.
Maddock's Chancery.
*Story on Equity Jurisprudence.
*Story on Pleadings in Equity.
Jeremy's Equity Jurisdiction.
Newland on Contracts in Equity.
Eden on Injunctions.

East's Pleas of the Crown.
Russell on Crimes.

Gibbon's Roman Empire, Ch. 44.
Justinian's Institutes, (by Cooper.)
Justinian's Pandects, (by Pothier.)
Toullier's Droit Civil Français, with the Supplements.
Pothier's Commercial Treatises.
Pothier on Obligations.
Louisiana Civil Code and Code of Practice.

Marten's Law of Nations.
Rutherford's Institutes.
Wheaton on Captures.
Wheaton on International Law.

American Constitutions.
*Story's Commentaries on the Constitution.

Parallel Course.

Sullivan's Lectures.
Hale's History of the Common Law.
Reeves's History of the English Law.
Hoffman's Legal Outlines.
Lieber's Political and Legal Hermeneutics, and Ethics.

LAW OF PERSONAL PROPERTY.

Select titles in the Abridgments of Dane and Bacon.
Collinson on Idiots and Lunatics.
Shelford on Lunatics, &c.
Hammond's *Nisi Prius*.
Hammond on Parties.
Kyd on Awards.
Reeves's Domestic Relations.
Roberts on the Statute of Frauds.
Roper on Legacies.
Gould's System of Pleading.
Starkie on Slander.
Saunders's Reports, (Williams's Edition.)
Select cases in the Reports.

COMMERCIAL AND MARITIME LAW.

Phillips on Insurance.
Benecke on Insurance, } by Phillips.
Stevens on Average, }
Bell's Commentaries on Commercial Law.
Livermore on Agency.
Azuni's Maritime Law.
Fell on Guarantees.
Bacon's Abridgment, *tit. Merchant*.
Dane's Abridgment, select titles.
Collier on Partnership.
Select cases in the United States Courts.

LAW OF REAL PROPERTY.

Preston on Estates.
Runnington on Ejectment.
Powell on Devises.
Angell on Water-Courses.
Woodfall's Landlord and Tenant.
Roscoe on Actions respecting Real Property.
Coke upon Littleton.
Dane's Abridgment, select titles.
Hayes on Limitations in Devises.
Select cases in the Reports.

EQUITY.

Fonblanque's Equity.
Cooper's Pleadings in Equity.
Redesdale's Pleadings in Equity.
Beames's Pleas in Equity.
Hoffman's Master in Chancery.
Blake's Chancery.
Select cases in the Reports.

CRIMINAL LAW.

Chitty's Criminal Law.
Archbold's Pleading and Evidence.
Select cases in the Reports.

CIVIL AND FOREIGN LAW.

Domat's Civil Law, select titles.
Browne's Civil Law.
Butler's Horse Juridicæ.
Ayliffe's Roman Law.
The Partidas, by Moreau and Carleton.

LAW OF NATIONS.

Ward's Law of Nations.
Vattel's do.
Bynkershoek's Law of War.

CONSTITUTIONAL LAW.

The Federalist.
Rawle on the Constitution.
Select cases and speeches.

*Type facsimile printed 2001 by the Firefly Press, Somerville, Massachusetts,
from an original in the Harvard Law School Library.*

Like those of other years, its reading list indicates the depth and intensity of Harvard’s desire to be the preeminent exponent of the textbook-lecture method.

It’s certainly impressive, but some attention must be given to its arrangement. Prospectuses issued during the Stearns period contain long lists of required readings organized by subject. As shown above, Story and Ashmun changed the format.¹⁷ From this point onward the reading lists are in two columns: Regular Course and Parallel Course, a group of treatises, reporters, and miscellaneous readings “prescribed chiefly for private reading.”¹⁸ As we can see in Table 2, the Regular Course is subdivided. Nineteen titles are marked with an asterisk. These are the books that were actually studied in class. The others were supplemental readings for ambitious students.

TABLE 2: REQUIRED, SUGGESTED, AND “PARALLEL COURSE” READINGS IN THE 1838-39 LIST

Regular Course (Marked *)	Reg. Course, ‘Other Books’	Parallel Course
<i>Blackstone’s Commentaries</i> <i>Kent’s Commentaries</i>	[Science of Law] <i>Wooddeson’s Lectures</i>	<i>Sullivan’s Lectures</i> <i>Hale’s History of the C.L.</i> <i>Reeve’s History of English Law</i> <i>Hoffman’s Legal Outlines</i> <i>Lieber’s Political and Legal Hermeneutics, and Ethics</i>
<i>Chitty on Pleading</i> <i>Stephen on Pleading</i> <i>Chitty on Contracts</i> <i>Starkie on Evidence</i> <i>Long on Sales</i> <i>Angell and Ames on Corporations</i> <i>Story on the Conflict of Laws</i>	Law of Personal Property <i>Bingham on Infancy</i> <i>Williams on Executors</i> <i>Angell on Limitations</i> <i>Roper on Husband and Wife</i>	<i>Abridgments of Dane and Bacon</i> (Select Titles) <i>Collinson on Idiots and Lunatics</i> <i>Shelford on Lunatics, &c.</i> <i>Hammond’s Nisi Prius</i> <i>Hammond on Parties</i> <i>Kyd on Awards</i> <i>Reeves’s Domestic Partnerships</i>

¹⁷ A copy of the first prospectus of the Story era, inscribed by Ashmun to Nathan Dane, is in the Harvard Law School Library, Simon Greenleaf Papers, Box 23, Folder 5. It is not dated, but the curriculum matches that of the 1829-30 Academic Year.

¹⁸ These books were also intended for students who wished to stay an additional year. These men would read the relevant non-required books in conjunction with classes they choose to re-take. Students were also welcome to discuss these books informally with the faculty.

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Regular Course (Marked *)	Reg. Course, 'Other Books'	Parallel Course
		<i>Roberts on the Statute of Frauds</i> <i>Roper on Legacies</i> <i>Gould's System of Pleading</i> <i>Starkie on Slander</i> <i>Saunders's Reports</i> <i>Select Cases in the Reports</i>
<i>Abbott on Shipping</i> <i>Bayley on Bills</i> <i>Paley on Agency</i> <i>Marshall on Insurance</i> <i>Story on Bailments</i> <i>Gow on Partnerships</i>	Commercial and Maritime Law <i>Theobald on Principal and Surety</i> <i>Brown's Admiralty Law</i>	<i>Phillips on Insurance</i> <i>Benecke on Insurance</i> <i>Stevens on Average</i> <i>Bell on Commercial Law</i> <i>Livermore on Agency</i> <i>Azuni's Maritime Law</i> <i>Fell on Guarantee</i> <i>Bacon's Abridgment: "Merchant"</i> <i>Dane's Abridgment, Selections</i> <i>Collier on Partnership</i> Select Cases in the U.S. Courts
<i>Cruise's Digest</i>	Law of Real Property <i>Fearne on Remainders</i> <i>Powell on Mortgages</i> <i>Sanders on Uses and Trusts</i> <i>Stearns on Real Actions</i> <i>Adams on Ejectment</i> <i>Sugden's Vendors</i> <i>Jackson on Real Actions</i>	<i>Preston on Estates</i> <i>Runninton on Ejectment</i> <i>Powell on Devises</i> <i>Angell on Water-Courses</i> <i>Woodfall's Landlord and Tenant</i> <i>Roscoe's Actions on Real Prop.</i> <i>Coke on Littleton</i> <i>Dane's Abridgment, Selections</i> <i>Hayes on Limitations in Devises</i> Select Cases in the Reports
<i>Story on Equity Jurisprudence</i> <i>Story on Pleadings in Equity</i>	Equity <i>Barton's Suit in Equity</i> <i>Maddock's Chancery</i> <i>Jeremy's Equity Jurisdiction</i> <i>Newland on Contracts in Equity</i> <i>Eden on Injunctions</i>	<i>Fonblanque's Equity</i> <i>Cooper's Pleadings in Equity</i> <i>Redesdale's Pleadings in Equity</i> <i>Beames's Pleas in Equity</i> <i>Hoffman's Master in Chancery</i> <i>Blake's Chancery</i> Select Cases in the Reports
	Criminal Law <i>East's Pleas of the Crown</i> <i>Russell on Crimes</i>	<i>Chitty's Criminal Law</i> <i>Archbold's Pleading and Evidence</i> Select Cases in the Reports
	Civil and Foreign Law <i>Gibbon's Roman Empire, Chap. 44</i> <i>Justinian's Institutes (by Cooper)</i> <i>Justinian's Pandects (by Pothier)</i> <i>Toullier's Droit Civil Français</i> <i>Pothier's Commercial Treatises</i> <i>Pothier on Obligations</i>	<i>Domat's Civil Law, Selections</i> <i>Browne's Civil Law</i> <i>Butler's Horae Juridicae</i> <i>Ayliff's Roman Law</i> <i>The Partidas, by Moreau and Carleton</i>

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Regular Course (Marked *)	Reg. Course, 'Other Books'	Parallel Course
	<i>Louisiana Civil Code</i> <i>Louisiana Code of Practice</i>	
	Law of Nations <i>Marten's Law of Nations</i> <i>Rutherford's Institutes</i> <i>Wheaton on Captures</i> <i>Wheaton on International Law</i>	<i>Ward's Law of Nations</i> <i>Vattel's Law of Nations</i> <i>Bynkershoek's Law of War</i>
<i>Story's Commentaries on the Constitution</i>	Constitutional Law <i>American Constitutions</i>	<i>The Federalist</i> <i>Rawle on the Constitution</i> Select Cases and Speeches
19 Titles	35 Titles	60 Titles

As shown by this table, these lists promoted two versions of Harvard Law School. The supplementary readings from the Regular Course and the titles from the Parallel Course suggest that it was the type of institution outlined in Story's inaugural address as Dane Professor.¹⁹ This was a school that aimed to produce "scientific" lawyers and future bar leaders with a commitment to scholarship and a thorough grasp of jurisprudence, legal history, political science, and civil and foreign law. Moreover, these men would see their vocation as a quasi-religious calling and pursue careers that included periods of public service. Ideologically, they would revere the common law, support Nationalist-Whig principles, be wary of codification, and reject Jacksonian-style populism and the ideology of states' rights.

The considerably less-ambitious list of required texts shows that Harvard was also a vocational school. Although it included Story's *Commentaries on the Constitution*, it omitted the titles on criminal law, civil and foreign law, and the law of nations. The remainder outlined the type of private-law curriculum with a secondary emphasis on commercial law that was common to the proprietary law schools.²⁰ In part, this simplified curriculum reflected a keen desire

¹⁹ Joseph Story, *A Discourse Pronounced Upon the Inauguration of the Author, as Dane Professor of Law in Harvard University On the Twenty-Fifth Day of August, 1829* (Boston: Hilliard, Gray, Little, and Wilkins, 1829).

²⁰ See Craig Evan Klafter, "The Influence of Vocational Law Schools on the Origins

Harvard's Promotional Literature, 1829-1848

to attract students to what was then a tuition-supported institution, including many who questioned the value of a law school education. It was also an example of shrewd marketing. The success of the Litchfield Law School and similar schools was generally recognized (and envied) by Harvard's faculty and overseers. And while most of these schools were defunct by 1830, they remained viable competitors in certain parts of the U.S. into the 1840s.²¹ It appears, then, that Harvard was trying to attract students who would have attended proprietary schools in places where they used to exist and compete against the remaining schools elsewhere.²² There was an idealistic dimension to this project. With their modern lecture-recitation curriculum and superior facilities, Story, Ashmun, and Greenleaf thought they were offering a better alternative to the proprietary schools, and they were.

The large number of titles on commercial law, roughly a third of the required curriculum, expanded a staple of the proprietary school curriculum. Unmatched elsewhere, this emphasis indicated the law school's desire to address the most dynamic and challenging area of the law during the 1830s and '40s, one that was being transformed by the rapidly expanding American economy of those decades.²³ It aimed also to attract the large number of potential students who hoped to go into this lucrative field. Indeed, the school courted the most vocationally minded members of this group for many years by offering a one-year non-degree course restricted to the treatises in this field.

of American Legal Thought, 1779-1820," *American Journal of Legal History* 37 (1993) 307-331.

²¹ Litchfield, for example, ceased operation in 1833. Others were joined to colleges and universities, such as New Haven's Staples-Hitchcock School, which began its affiliation with Yale in 1824. For a list of proprietary schools founded between 1832 and 1861 see Reed, *Training*, 432-433, which locates schools in Ohio, Georgia, North Carolina, Pennsylvania, and Virginia.

²² Harvard's fees, admission requirements, and length of study were similar to those of the proprietary schools.

²³ This was, of course, Story's primary academic specialty.

III
“AN INCREASE OF THE SCHOOL BY STUDENTS
FROM VARIOUS PARTS OF THE UNION”

As Story observed, advertisements played an important role in the law school’s impressive growth. By promoting its “course of instruction and arrangements” they helped to bring about “an increase of the School by students from various parts of the Union.” As intended, their clever design attracted aspiring bar leaders, educators, and statesmen, such as Charles Sumner and J.G. Marvin, as well as many men who saw the law school as nothing more than a useful vehicle for advancement. This approach insured both prestige and cash flow, admirable goals. In a broader sense, it pointed to a fundamental issue about the university-affiliated American law school that is debated from time to time: whether it should be a vocational or scholarly institution.

Harvard Law School was committed to the reform of legal education. It is thus reasonable to assume that its marketing materials were not just tools to enlist students, but a way promote the “scientific” study of law and a canon of legal books.²⁴ In his resignation letter from 1829, Stearns observed how

[the] course of instruction pursued here . . . has not only been adopted in other law schools, but more than 60 professional gentlemen in this and adjoining States have for copies for the use of their students. And what is still more important, students in law offices have been more attended to and better instructed in consequence of the establishment of the School.²⁵

²⁴ This shift in authority from a learned judge’s lectures to a reading list played a key role in the steady growth of legal book publishing during the antebellum period. See Michael Hoeflich, *Legal Publishing in Antebellum America* (New York, Cambridge University Press), 14-23. The style and canon-forming intent of Harvard’s marketing materials is echoed in Greenleaf’s “Catalogue of a Select Law Library” included the 1846 Little Brown catalogue cited in Appendix 2, itself an advertisement for the school, and, in a broader sense, his pupil J.G. Marvin’s *Legal Bibliography, Or, A Thesaurus of American, English, Irish, And Scotch Law Books* (Philadelphia, 1847).

²⁵ Cited in Sutherland, *The Law at Harvard*, 88.

Harvard's Promotional Literature, 1829-1848

These uses must have continued on a larger scale as the law school's prestige and promotional budget grew during the '30s and '40s. It is equally reasonable to assume their value to aspiring lawyers who couldn't attend a law school or enter an apprenticeship. In a letter from 1858, for example, Abraham Lincoln outlined a self-guided course of study for an aspiring lawyer named James H. Widmer. Addressed to Widmer's patron, James T. Thornton, it advised Widmer to "read Blackstone's *Commentaries*, Chitty's *Pleadings*, Greenleaf's *Evidence*, Story's *Equity* and Story's *Equity Pleading*, get a license, and go to the practice and still keep reading. That is my judgment of the cheapest, quickest and best way" for Mr. Widmer to make a lawyer of himself.²⁶ Harvard's advertisements would have been a useful guide for these further readings. Perhaps Widmer acquired one. Even if he didn't, it is reasonable to imagine their value to others like him.

Ephemeral in nature, the advertisements of the Story-Ashmun-Greenleaf era are not especially interesting at first glance. As marketing materials, they served an immediate purpose and were soon obsolete. This is why few examples survive, and why few records exist about them. As I hope to have shown, however, these items are worthy of attention today. On a basic level, they are curious artifacts that help us to trace the evolution of the most influential institution in the history of American legal education. Examined more closely and situated within their original context, they offer excellent insights into the aspirations and realities of Harvard Law School when it was beginning to achieve its eminent position.



²⁶ Quoted in Jack Northrup, "The Education of a Western Lawyer," *American Journal of Legal History* 12 (1968), 294.

APPENDIX

n. Washington, Athier, Charleston, 9, lumber; zakhob, Wells, Salem, 10, lumber; ...

IN THE COURSE OF THE YEAR, ...

CLEARED.

Ontario, Hughes, St. Johns, N. B. Small, ...

MEMORANDA.

New Bedford, 22d inst. ship Milton, Howland, ...

NT HISTORY.

New Edition.—This Ancient History of the Egyptians, Carthaginians, ...

A NEW NOVEL.

will be published by E. L. CARY & ...

CHITICISMS ON THE BARR.

Received and for sale by the publishers, ...

DISC LOST.

The Paradise Lost of Milton, illustrated by John Martin, London edition, ...

Law Institution of Harvard University.

THE design of this Institution is to afford a complete course of legal education for gentlemen intended for the Bar in either of the United States...

The School is under the immediate superintendence and direction of Mr. GREENLEAF, ...

THE COURSE OF STUDIES.

The course of studies is so arranged as to be completed in two years; and with reference to these studies, the student is divided into classes according to their proficiency...

THE FIRST YEAR.

The first year is divided into three terms and three sessions. The first session is of two weeks, from the Wednesday before Christmas...

THE SECOND YEAR.

The second year is divided into three terms and three sessions. The first session is of two weeks, from the Wednesday before Christmas...

THE THIRD YEAR.

The third year is divided into three terms and three sessions. The first session is of two weeks, from the Wednesday before Christmas...

THE FEE.

The fee for instruction in the Law School are \$100 per annum, and proportionally for a single term for which some students have the use of the lecture rooms...

THE DEGREE.

The degree of Bachelor of Laws is conferred by the University on all students who have completed the regular term of professional studies, required by the laws and rules of the State...

BY ORDER OF THE FACULTY.

SAMUEL GREENLEAF, Royal Professor of Law in the University.

Cambridge, Mass July 1, 1833. July 31st

THE PROPRIETORS OF COUNTRY NEWSPAPERS.

THE SUBSCRIBER OFFERS HIS SERVICES TO THE PROPRIETORS OF NEWSPAPERS, OF PHILADELPHIA, AS COLLECTOR OF THE ADVERTISEMENTS...

the Judges at their first Meeting.

At their Second examination the decision was unanimous in favor of the Book. The Editors of the Boston Herald, ...

I am happy, &c. to my testimony to that expressed by Mr. ...

WILLIAM ARNOLD, M. D. Dentist, No. 7, ...

I have used the Inexpensive Teeth, manufactured by S. W. Stockton, of Philadelphia, and have invariably found them to answer my expectations better than any Teeth I have ever used...

GREENWOOD, Successor Dentist, New York.

Having made use of Inexpensive Moral Teeth for several years, and having taken great pains to procure them of the best Manufacturer in this country as well as Europe, I have recently examined and tested the Teeth made by S. W. Stockton, of Philadelphia, which I pronounce to be infinitely superior to any I have used, either for comparison or for sale.

H. HOLTZMAN, DENTIST, No. 10, ...

It affords us great pleasure to bear testimony to the superiority of your Inexpensive Teeth, over all others of the superiority of Dr. S. W. Stockton's.

Dr. H. H. Holtzman, DENTIST, No. 10, ...

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LAW SCHOOL
OF
HARVARD UNIVERSITY.

THE design of this Institution is to afford a complete course of legal education for gentlemen intending to practise in any of the United States ; and a systematic course of studies in commercial jurisprudence for merchants and men of business. No public institution is given in the local or peculiar jurisprudence of any particular State ; but the Library, consisting of nearly 12,900 volumes, furnishes ample means for the study of local law and practice ; and the students are privately assisted in these studies, by the Professors, as occasion may require.

No particular course of previous study is requisite for admission ; but every student is required to produce testimonials of his good moral character ; and to give a bond of \$200 to the Steward, with a surety resident in Massachusetts, conditioned for the payment of all college dues ; or, instead of a bond, he may deposit \$150 with the Steward, at the commencement of each term, to be retained by him till the end of the term, and then to be accounted for. No student is matriculated until such testimonials are produced and security given. The tuition fees are \$50 a term, and \$25 for half or any lesser fraction of a term ; which entitles the student to the use of the College and Law Libraries, and Text Books, and a free admission to all the public Lectures in the University. Instruction may be had in any Foreign Language taught in the University, for the additional fee of \$10 a year for each language studied. The necessary expenses of a student who resides all the year in Cambridge, will not exceed the following : Tuition \$100 — rent and care of room, with use of furniture, averaging about \$78 — Board from \$91 to \$182 — Fuel from \$15 to \$30 — Washing from \$15 to \$30. Total \$299 to \$420, exclusive of clothes and what is termed pocket money.

In regard to the amount of pocket money, neither expediency nor the usages of society require that it should be large.

Students who have pursued their studies in this School for three terms and Attorneys at Law who, after having been admitted to the bar in States where a previous course of study for at least one year is required, have pursued their studies in this School for two terms, are entitled, upon the certificate and recommendation of the Law Faculty, and after passing a satisfactory examination, to the degree of Bachelor of Laws.

Advertisement in Charles C. Little and James Brown, A Catalogue of Law Books (Boston: Charles C. Little and James Brown, 1846. Reprint. Clark, NJ: The Lawbook Exchange, Ltd., 2007).