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CHAPTER NINETEEN

“UNRIGHTEOUS COMPACT”: LOUISA MAY ALCOTT’S RESISTANCE TO CONTRACTS AND PROMISES IN *MOODS*

NINA BANNETT

Alcott’s first adult novel, *Moods*, initially published in 1864, presents oral promises between women as extralegal alternatives to standard legal contracts between men and women. In the 1864 edition of *Moods*, Alcott’s protagonist, Sylvia Yule, fails to understand the constraints of marriage as a type of contract, and the results are dramatic. In fact, Alcott undermines the idealized marriage plot so crucial to her later, wildly popular works like *Little Women* (1868-69). In the 1864 *Moods*, Alcott boldly questions both legal contracts and oral promises characteristic of nineteenth-century conceptions of romantic love and heterosexual friendship. While Alcott explores the same issues in her other adult novel, *Work* (written concurrently with *Moods*), and her short story “My Contraband,” she begins her examination of contracts and promises with *Moods*.

Viewing *Moods* as a flawed, sad novel about a love triangle (as critics traditionally have) is to ignore the work’s unusual motif of contracts and promises, and the severe constraints they put on women. Contract law represented a gendered experience for American women writers in the nineteenth century. In the 1864 *Moods*, Alcott seems to prefer promises to the world of legal contracts, but, in fact, she resists them both. By 1882, however, Alcott had come to recognize the increasing importance of contracts and promises in both her public and private life, and the revised text of *Moods*, published that year, reflects a marked shift away from the subversive polemic of the 1864 edition. Alcott came to see the value of the self-effacing image she projected in her later fiction. Her experiences with multiple publishing contracts and publishers during the 1860s and 1870s led her to seek greater control over her works, but by then Alcott had come to see herself as many others did: a

writer of sentimental children's books. As we shall see, in gaining control of her publishing contract, Alcott's sense of authorship changed; the two versions of *Moods* reflect this change.

Alcott's provocative 1864 exploration of the paradigm of contracts and promises has particular social, historical and economic implications for American women writers during the 1860s, a time when the national crisis of war brought into focus not only the nature of the federal union, but also the paradoxical nature of marital, slave, and wage contracts in promoting social inequities, inequities with momentous implications for women. Alcott explored contracts and promises through *Moods* because during 1860-1864, while writing (and rewriting) the novel, they were always on her mind. A close examination of Alcott's journals from 1860 to 1864 reveals her obsession with getting *Moods* published. During this time, she corresponded with multiple publishers regarding simultaneous writing projects. Contracts involving royalties and copyrights were never mere abstractions to Alcott; they found their way not only into her private journals, but indirectly into her public fiction. Publication, not marriage, afforded Alcott her most direct experiences of entering into contracts with men.

A close examination of the 1864 *Moods* finds that there are no fewer than eight key scenes in which contracts and promises come to the forefront. This series of emotional exchanges includes the marriage contract between Sylvia and Geoffrey Moor as well as promises between Sylvia and her brother, Sylvia and Adam, and between Sylvia and her sister Prudence. In the 1864 *Moods*, Sylvia's promises, like her marriage contract, have a way of unraveling. It is Sylvia and her friend Faith Dane, not Sylvia and any man, who achieve emotional stability (albeit brief) through the promise they make to each other. It is Faith Dane who convinces Sylvia to "be a law unto yourself," to break away from the legal world of contract altogether.¹ The 1864 edition of *Moods* also contains a fascinating subplot that Alcott completely excised from the 1882 edition, the engagement of Adam Warwick and the Cuban coquette Ottila, further demonstrating Alcott's desire to focus on the constraints of promises and contracts.

The opening chapter of the 1864 edition of *Moods*, removed entirely from the 1882 edition, is best understood as an introduction to the theme of promises, rather than an introduction to specific characters. Alcott highlights the agreement between Adam Warwick and his fiancée, Ottila. By chapter one's end, Adam and Ottila have formed a new pact to spend a year apart to test their

¹ Alcott, *Moods* (New Brunswick, NJ: Rutgers University Press, 1991), 182. The texts of the 1864 and the changes Alcott made to the 1882 edition are both included in the Rutgers edition. In subsequent notes, I will cite the Rutgers volume and refer to the editions by date in order to differentiate them.

relationship. Adam's new promise is to return to see Ottila, no matter what. Her response is provocative: "[Y]our promise is a man's vow, made only to be broken."² Thus, early on, Alcott alerts her reader to the problems of making promises. Rather than simply seeing this opening as a "literary curiosity," as Henry James does in his infamous review of the novel, this chapter may best be understood as a theoretical frame for the entire novel, novel,³ introducing the idea of the promise and its implications within courtship rituals. Thus, the style of the dialogue, which James denigrates as "bad,"⁴ plays an essential role in highlighting not merely the characters, but also the emotional transactions at hand.

Ottila is a charming woman, one whom Adam admits "allured my eye with loveliness, my ear with music; piqued curiosity, pampered pride, and subdued [my] will by flatteries subtly administered."⁵ Adam's description of his fiancée conforms to standard nineteenth-century definitions of a coquette. In Samuel Johnson's *Dictionary of the English Language* (1828, 1830), a coquette is nothing more than "a gay, airy girl; a girl who endeavors to attract notice."⁶ Yet, in agreeing to their engagement, Ottila has gone beyond the parameters of mere coquetry. Thus, she is doubly transgressive, not only for acting the part of the coquette, for in violating its strategies by and actually expecting marriage. Here, Alcott expands upon the connotative meaning of coquetry; the novel implies then, that a coquette is a woman who resists entering into legal contracts, and, if she does, inevitably *breaks* them. In chapter one, Alcott questions both a man's and a woman's ability to keep a promise.

To counter Ottila's coquetry, Adam seeks to expose the "unrighteous compact" between them as one based on sexual desire, not romantic love or moral law.⁷ In making this determination, Adam relies on the nineteenth-century belief that "the essential act of romantic love . . . was free and open

² *Moods* (1864), 13.

³ James, "Miss Alcott's *Moods*," *North American Review* 101 (July 1865), in Alcott, *Moods*, 221.

⁴ *Ibid.*, 220.

⁵ Alcott, *Moods* (1864), 9.

⁶ Johnson, *Dictionary of the English Language* (London. Repr. Paris: A. & W, Gagnani, 1828, 1830), 263. This edition of Johnson's dictionary and the 1860 edition of *Rogers's Thesaurus* are reference books catalogued from Bronson Alcott's own library. Kenneth Walter Cameron's *Transcendental Curriculum or Bronson Alcott's Library* (Hartford, CT: Transcendental Books, 1984) details "The Inventory of 1858-1860 with Addenda to 1888, Including the Library at Fruitlands (1842-1843)."

⁷ Alcott, *Moods* (1864), 7.

communication of the self to another."⁸ Adam views his engagement as morally binding, a precursor to a formal legal arrangement. Although Adam's promise to Ottila is hidden from Sylvia, who is not introduced until chapter two, it lingers, providing a subtext for promise scenes in the novel. Clearly, then, the opening chapter of the 1864 edition shows Alcott's commitment to explore the motif of promises and contracts throughout the entire novel.

Alcott's focus on promising in the 1864 novel continues when Sylvia and her brother Mark (called Max in the 1882 edition) reach an agreement allowing her to accompany him, Adam, and Geoffrey on their river holiday. This scene, typically ignored by scholars, also foregrounds the importance of promises between men and women in the novel as a form of extralegal agreement. Sylvia and Mark reach an accord based on three conditions: Sylvia's father and sister must agree to the trip, Sylvia's costume must be suitable for the outing, and she must not carry any extra baggage. Mark imposes these conditions only after giving what he thinks of as "a rash consent," deciding to add them in order to both "enhance [the trip's] value and try his sister's mettle."⁹

In abiding by the three conditions, Sylvia shows that her rudimentary understanding that a promise between a man and a woman functions as an extralegal type of contract. In defining this promise as a form of contract, I am relying on Brook Thomas's definition of a contract as "a mode of social organization" that implies an equity of opportunity.¹⁰ Thomas, like Alcott herself, links the contract with the act of promising, arguing that "[t]he association between promising and contract gives a contractual society a moral foundation that results not from preconceived notions of status but from the duties and obligations that individuals impose on themselves in their dealings with other members of society."¹¹ In *Moods*, promises between men and women foreshadow the legal marriage contract with its constraints for women.

Thomas's study stems directly from Jean-Jacques Rousseau's *The Social Contract* (1762) which describes the importance of individuals' decisions to adhere to societal rules and obligations. As Rousseau comments in Book I of his treatise, "[t]his formula shows that the act of association consists of a reciprocal commitment between society and the individual, so that each person, in making a contract, as it were, with himself, finds himself doubly committed,

⁸ Karen Lystra, *Searching the Heart: Women, Men and Romantic Love in Nineteenth-Century America* (NY: Oxford University Press, 1989), 7.

⁹ Alcott, *Moods* (1864), 30.

¹⁰ Thomas, *American Literary Realism and the Failed Promise of Contract* (Berkeley: University of California Press, 1997), 1-2.

¹¹ *Ibid.*, 3.

first as a member of the sovereign body in relation to individuals, and secondly as a member of the state in relation to the sovereign."¹²

However, as feminist theorists have correctly pointed out, Rousseau's argument directly excludes women, if only for the simple fact that women were not assumed to have an independent legal status as citizens. As Carole Pateman asserts in her feminist critique of Rousseau, *The Sexual Contract*, "[c]ivil individuals form a fraternity because they are bound together by a bond *as men*. They share a common interest in upholding the original contract which legitimizes masculine right and allows them to gain material and psychological benefit from women's subjection."¹³

In nineteenth-century America, that male benefit extended to both physical and intellectual property. Property laws worked against wives, as *femme-covert* became a means of separating women from their property obtained before marriage. Wives' first and last binding contract was the marital one. Upon entering into the marital contract, women ceased to exist as legal entities and lost independent control over their published works. As Barbara Bardes and Suzanne Gossett remind us in their chapter on property rights in *Declarations of Independence*, "[t]he question of married women's property rights arose simultaneously with the debate whether women might speak on behalf of abolition."¹⁴ While Bardes and Gossett's work does not focus on contract law explicitly, their discussion of property in fiction establishes that legal issues have historically made their way into women's texts, and that such texts can be used to trace the effect of political culture on authors like Alcott. More recently, Melissa Homestead has examined the role of copyright laws on American women writers, determining that legal limitations on copyright and the lack of an international copyright agreement motivated women authors to increase their productivity.¹⁵ There is a growing recognition among scholars that dealing with publishing contracts affected women like Alcott in ways that it did not affect men. Although she was an unmarried woman not subject to the constraints of a marriage contract, Alcott was nevertheless confined by laws affecting women's publication rights.

¹² Rousseau, *The Social Contract*, trans. Maurice Cranston (New York: Penguin, 1968), 62.

¹³ Pateman, *The Sexual Contract* (Stanford, CA: Stanford University Press, 1988), 113, emphasis original.

¹⁴ Bardes and Gossett, *Declarations of Independence: Women and Political Power in Nineteenth-Century American Fiction* (New Brunswick, NJ: Rutgers University Press, 1990), 70.

¹⁵ Homestead, *American Women Authors and Literary Property* (Cambridge: Cambridge University Press, 2005), 62.

Founded under the presumption of equality, America in the second half of the nineteenth century soon came under the sway of what economic historian Amy Dru Stanley as "[a] worldview [of] idealized ownership of self and voluntary exchange between individuals who were formally equal and free."¹⁶ Stanley traces the prominence of contract law in re-shaping American attitudes towards the diverse social issues of marriage, equality of wages, vagrancy, and prostitution. Her analysis highlights the problems many American thinkers experienced in conflating moral law with contract law, a problem also addressed by Alcott in her novel.

In *Moods*, promises between men and women seem to function as precursors to formal marriage contracts, as observed through conversations between Sylvia and Adam. Soon after attending the golden wedding (a chapter in which images of promising recur, providing a crucial subtext for the novel's only sustained dramatization of domestic happiness), Adam asks Sylvia, should "a rash promise be considered binding when it threatens to destroy one's peace?" Upon hearing her answer--"[i]f the promise was freely given, no sin committed in its keeping, and no peace troubled but one's own, I should say yes"--Adam cautions Sylvia to "beware how you bind yourself with such verbal bonds."¹⁷ Adam's warning has multiple meanings. Not only does it foreshadow Sylvia's disastrous marriage to Geoffrey, a man she does not love romantically; it hints at the "mute betrothal" she enters into with Adam.¹⁸ Adam leaves Sylvia with no words, only a handshake, a masculine promise symbol and one which seems an inappropriate, anti-romantic gesture.¹⁹ In this scene, a promise between a man and a woman becomes conflated with a contract through which a woman will cede her legal rights and lose her legal identity.²⁰

¹⁶ Stanley, *From Bondage to Contract: Wage Labor, Marriage, and the Market in the Age of Slave Emancipation* (Cambridge: Cambridge University Press, 1998), x.

¹⁷ Alcott, *Moods* (1864), 77. This exchange between Sylvia and Adam cited above is also significantly revised in the 1882 edition. All warnings of the nature of verbal bonds have been erased; instead, the dialogue reads quite blandly: "' I cannot imagine you bound by anything. I often envy you your splendid freedom.'" [Sylvia] "' I am bound this moment by honor, and I long to break loose!'" [Adam]. Alcott, *Moods* (1864), 261.

¹⁸ *Ibid.*, 123.

¹⁹ *Ibid.*, 80.

²⁰ In the 1864 edition, Alcott ends this chapter with an explicit reference linking promises and contracts:

They went; Warwick to the drawing-room, but Sylvia ran up stairs for the Berlin wools, which in spite of heat and the sure staining of fingers were to be wound that night according to contract, for she kept a small promise as sacredly as she would have done a greater one. (77)

Verbal bonds between the sexes, Alcott hints, can have contractual power. Cindy Weinstein analyzes the nature of familial relationships, concluding that

novel after novel is engaged in ridding itself of the paternalism of consanguinity by replacing it with a family that is based and organized according to a *paradigm of contract*, by which I mean that individual family members have rights that must be guaranteed and protected and that these rights increasingly come to be understood in affective terms.²¹

For Weinstein, contract is a legal mechanism of choice. In *Moods*, Sylvia chooses badly. Unaware of the binding nature of verbal bonds, Sylvia makes many promises. Indeed, her attempts to understand the constraints of contracts and promises all fail leading to her death. While, as Weinstein has noted, “[m]any sentimental novels end in marriage, which is to say that they, by and large, conclude with an affirmation of the heroine’s ability to make a contract,”²² *Moods* does not fit into this paradigm. It ends not in marriage, but in the dissolution of marriage through Sylvia’s death.

In order to understand why Sylvia is unable to fulfill her moral and legal obligations to Adam or Geoffrey (she is morally bound to Adam and legally bound to Geoffrey), I believe we need to examine the role of female friendships within *Moods*. What is striking about this novel is that female friendships are, for the most part, quite underdeveloped. This is significant, given that Alcott’s literary success has historically rested upon her ability to depict extremely close bonds among women. The friendship of the March sisters in *Little Women* (1868-1869) has been one of Alcott’s most important legacies. In a surprising twist, in *Moods*, Sylvia is willing to accept a male friend, and as we first encounter her, she remarks that “[i]f I can find no one of my own sex who can give me the help and happiness that I want, why may I not look for it anywhere and accept it in whatever shape it comes?”²³

Alcott raises an important question: if Sylvia had formed strong female friendships before engaging in any courtship rituals, before snarling herself in a ribbon of moral and legal obligations, would she have made the same choices? Is it her thwarted desire for a female friend that actually facilitates her poor decisions?

Significantly revised, the 1882 edition reads: “Sylvia soon appeared with basket of Berlin wools she had promised to wind for her sister” (261). Strikingly, Alcott’s subtext has been voluntarily underplayed, a sign of her secure place in the politics of the literary marketplace.

²¹ Weinstein, *Family, Kinship, and Sympathy in Nineteenth-Century American Literature* (Cambridge: Cambridge University Press, 2004), 9, emphasis added.

²² *Ibid.*, 130.

²³ Alcott, *Moods* (1864), 38.

In marrying Geoffrey, Sylvia mistakes friendship for love; she further complicates matters by telling her husband, "you have the intuitions of a woman in many things . . .," suggesting that emotional intuitiveness is what has been lacking in her life.²⁴ Moreover, Sylvia, a young woman of eighteen, fails to realize that the marriage contract is a legal, not an emotional, document. It creates a familial relationship, one based on law, not just affection. "The idea that family relationships could be as much about contractual obligations as blood relations was a key innovation of antebellum law."²⁵ While Weinstein's study focuses on marriages and adoptions, I believe Alcott takes her idea of contract as choice even farther in *Moods*. Sylvia's choice of husbands and later, of friends, cannot make her happy; she must realize that while a contract may promote affection, it cannot substitute for it. Friendships, rooted in promises, offer appealing alternatives to Sylvia, but even these alternatives fail her, as they offer no specific strategy for economic and legal survival in nineteenth-century America.

One of the most complicated transactional images in the novel is Geoffrey's bestowing his deceased sister's ring upon his wife to use as a ring guard. Ostensibly, the point of this scene is to emphasize Geoffrey's sense of ownership over his wife: "let Marion's cipher signify that you are *mine*."²⁶ Yet I believe Geoffrey's choice of rings also hints at another alternative to heterosexual marriage. In effect, Geoffrey subverts his own marriage by offering Sylvia a ring that, for him, actually symbolizes sisterhood. In giving it to his wife, he is indirectly promoting female friendship over male-female romantic love, and doing so through a promise ritual associated with women, not men.

Direct emotional transactions among women, where they do occur, are quite significant in this novel. Scholars have tended to focus upon the ways in which Sylvia's sister Prudence and Adam's friend Faith Dane function as maternal figures within the text. Having grown up motherless (like other later Alcott heroines such as friends Rose Campbell and Phebe Moore of *Eight Cousins* and *A Rose in Bloom*), Sylvia possesses a "ceaseless craving for affection."²⁷ Her need for both a mother and close female friends (whether the latter is explicitly acknowledged by Sylvia or not), leads to a certain textual confusion, for just as she has difficulty in distinguishing love from friendship, she struggles to differentiate between mother figures and friends.

Alcott's text reflects this confusion throughout scenes where sister Prudence and friend Faith appear. As Sarah Elbert observes in her introduction to *Moods*, Prudence and Sylvia, while sisters, "have entirely different temperaments and

²⁴ *Ibid.*, 212.

²⁵ Weinstein, *Family, Kinship, and Sympathy*, 56.

²⁶ Alcott, *Moods* (1864), 135, emphasis original.

²⁷ *Ibid.*, 85.

principles despite their both being women and members of the same family.”²⁸ Sylvia and Prue’s differences are highlighted from the first, given that Prue views sleep as “a necessary evil, to be endured and gotten over as soon as possible,” unlike her sister, for whom sleeping and awakening become highly emotional activities.²⁹ Alcott describes the two women as “hitched along together,” an arrangement that has been less than mutually satisfactory.³⁰ Her use of this phrase, with its connotations of marriage, necessarily complicates a reader’s view of Prue and Sylvia’s relationship.

Sylvia’s marriage contract with Geoffrey parallels her promises to her sister Prue. Intriguingly, on the morning of her wedding, Sylvia is literally awakened by her sister. She hears “a curious choking sound, and starting up [finds] Prue crying over her as if her heart were broken”. While Sylvia has slept soundly, in fact, almost too soundly, Prudence has been up for hours anticipating the wedding and its emotional consequences. As she goes on to tell Sylvia, “I’ve been awake all night, thinking of you and all you’ve been to me since I took you in my arms nineteen years ago, and said you should be mine.” In this scene, emotional bonds between women are given overt verbal expression. It is here that the two sisters share their most emotionally intimate moment, as Sylvia goes on to promise Prue that she will not forget her: “for you never shall be forsaken; and very soon I shall be back, almost as much your Sylvia as ever.”³¹ This promise, coming as it does on the verge of her wedding to Geoffrey, seems to provide Sylvia with an alternative to her marriage vows. In fact, Alcott’s decision to omit the couple’s vows from the text suggests that the bonds of sisterhood carry more weight--feel more real--than Sylvia’s marriage.

Having promised not to forsake Prue, Sylvia inadvertently proceeds to do just that. Once her relationship with Geoffrey has deteriorated, she moves back into her father’s house and usurps Prudence’s position as caretaker within their home. This action leads directly to Prudence’s decision to marry the Reverend Bliss, who, with his nine children, will insure that she is needed unceasingly. In effect, Sylvia edges her sister towards this choice. Prudence offers this explanation for her decision: “[I]t is my duty to marry him; I shall do it, and put an end to this fearful state of things.”³² For Sylvia, the fearful state is her own sexual awakening; for Prudence it is a fear of not being needed in the roles of mother, daughter, or substitute friend. Ultimately, Sylvia breaks not just her wedding vows, but also her wedding day promise to her sister. In doing so, Sylvia erodes the power of these familial relationships.

²⁸ Elbert, Introduction, *Moods* (Rutgers ed.), xxvii.

²⁹ Alcott, *Moods* (1864), 15.

³⁰ *Ibid.*, 84.

³¹ *Ibid.*, 115, 116.

³² *Ibid.*, 193.

Sylvia and her friend Faith Dane also exchange vows of a sort. Sylvia assigns moral authority to Faith, making her advice, when it is given, more powerful than that of any man. In the 1864 edition, Faith advises Sylvia to “be a law unto yourself . . . *Put your hands in mine* and hold fast to the friend who loves and honors you for this.”³³ She counsels Sylvia to be with neither Geoffrey nor Adam. Elbert calls “Sylvia’s conversion by ‘Faith’ . . . the moral heart of *Moods*.”³⁴ While I agree that this chapter, entitled “What’s Next” (Chapter 18), may be seen as the transactional center of the novel, Elbert’s use of the term “conversion” is problematic. Faith gives Sylvia back to herself, offering her an alternative to both the moral law that Adam Warwick represents and the civil law through which Sylvia and Geoffrey are legally bound. As Faith reminds Sylvia during their conversation, Adam believes that although “[i]t is necessary to be just, it is not necessary to be happy.”³⁵ Adam’s statement articulates a key principle of contract law. Through his words, Faith reminds us of the contradictions of legal propriety versus moral happiness embodied in contract transactions. Contracts are legal documents, but they certainly do not guarantee moral happiness; that is not their function. Pateman asserts that “[contract is] the act that, at one and the same time, signifies freedom and constitutes patriarchal right.”³⁶

In Chapter 18, when Sylvia tells her friend Faith, “you shall be the law by which I will abide,” she is making a radical statement, locating moral and legal authority within another woman. The law itself becomes imbued with strictly female agency. However, Faith rejects this role, announcing that Sylvia must be a law to herself. This is an even more radical statement than Sylvia’s, for Faith locates power within Sylvia. In this scene, moral law becomes conflated with legal authority, since it is from the former that the latter flows. The implications of Alcott’s reasoning are profound: if a woman can be her own law, what role will society play in her life? If the law is not an external political force but an inner drive, what are the consequences for American society?

What takes place between Faith and Sylvia is not a process of conversion, but one of full exchange that may only happen between two women who are bound emotionally, but not legally. They exchange more than words; what comes next after a renunciation of the value of the marriage contract is

³³ *Ibid.*, 182, emphasis added.

³⁴ Elbert, *A Hunger for Home: Louisa May Alcott and Little Women* (Philadelphia: Temple University Press, 1984), 112.

³⁵ Alcott, *Moods* (1864), 182.

³⁶ Pateman, *Sexual Contract*, 227.

the motherly embrace, the silent shower, the blessed balm of sympathy which soothed the wounds it could not heal. Leaning against each other the two hearts talked together in the silence, feeling the beauty of the tie kind Nature weaves between the hearts that should be knit. Faith often turned her lips to Sylvia’s forehead, brushed back her hair with a lingering touch and drew her nearer as if it was very pleasant to see and feel the little creature in her arms³⁷

Here, Sylvia and Faith experience the “free and open communication of the self and another” described by Karen Lystra as crucial to nineteenth-century notions of romance.³⁸ Thus, in the 1864 edition, promising between men and women (Sylvia and Adam or Sylvia and Geoffrey) is supplanted by a more sentimental (and subversive) mode of exchange. Through female friendship, a bond not codified in strict legal terms, women may overcome the limitations of relationships founded upon contract law.³⁹ Their friendship exists by choice, not by blood. Nevertheless, even this relationship does not lead to Sylvia’s happiness. Two women cannot realistically use their friendship to sustain themselves against a larger outside world. Promises between women, while more subversive to patriarchy than marriage, provide no legal basis for economic and social survival. Indeed, no legal way to codify a relationship between two unrelated women existed in nineteenth-century America. In *Moods*, sisters Sylvia and Prue are presented as being incompatible as friends; friends Sylvia and Faith cannot codify their friendship into familial sisterhood.

Alcott recognizes the limitations of female friendship in the 1882 edition of *Moods*, rewriting the encounter between Sylvia and Faith Dane in ways that at first glance appear minor, but actually flatten this scene significantly: “Leaning on each other, the two hearts talked together in the silence, feeling the beauty of the tie kind Nature weaves between consoler and consoled.”⁴⁰ The women’s roles are more clearly defined as mentor and protégé; their hearts are no longer to be knit together; their emotional affiliation is downplayed. The sense of extralegal possibility that a friendship between women might create, fleeting at best in 1864, is gone by 1882.

³⁷ Alcott, *Moods* (1864), 183.

³⁸ Lystra, *Searching the Heart*, 7.

³⁹ Pateman’s argument in *The Sexual Contract* is that “[t]he (sexual) contract is the vehicle through which men transform their natural right over women into the security of civil patriarchal right” (6). Female friendships, while not discussed by Pateman, would seem to have an advantage in that they do not fall within the confines of the sexual contract.

⁴⁰ Alcott, *Moods* (1882), 272.

Alcott's decision to identify Faith explicitly with the abolitionist movement in her short story "My Contraband," published in the *Atlantic Monthly* in November 1863, also highlights her eagerness to explore the motif of contracts and promises. Set during the Civil War, the promise made between Faith Dane and the former slave Robert, desperate to know the fate of his wife, Lucy, is central to the story's plot. In exchange for not killing his former master, Captain Fairfax, Robert is given money and a chance at a new life in Massachusetts by his nurse, Faith Dane, who agrees to investigate his wife's disappearance. The moral abuses of the slave contract are ameliorated by the unconventional promise between them. This becomes epitomized by Robert's decision to take on Faith's surname and become Robert Dane. "That both assured and touched me, for remembering that he had no name, I knew that he had taken mine."⁴¹ Robert's marriage contract with his wife is not enough to save them from slavery's attendant separation and torment; his promise to Faith offers him an extralegal relationship that redeems him and restores his lost masculinity. Faith and Robert exchange vows of friendship that supersede legal contracts, a process similar to what happens between friends Sylvia and Faith in Chapter 18 in *Moods*.

Sylvia and Faith's vows follow one of the most melodramatic scenes in *Moods*: Sylvia's bout with somnambulism in Chapter 17, "Asleep and Awake." What is especially compelling in this chapter is that Sylvia's transitional state is witnessed by her husband. As a sleepwalker, she exhibits "the blind obedience of the body to the soul that ruled it." In essence, she is asleep and awake simultaneously, a state that Geoffrey believes leaves her looking "lost" and "wild."⁴² Rather than viewing this scene as a peephole through which to view a guilty woman, as earlier critics have done, we may instead see it as a window into Sylvia's true self, the one that she has been concealing from, rather than revealing to, her husband. Sylvia expresses romantic feelings towards another man in front of her husband. In kissing Adam's glove, she breaks her marriage contract anew, this time through a gesture.

Sylvia *is* able to act as a law unto herself in this scene; it is she, not her husband, who awakens herself, for "[h]er own cry awoke her."⁴³ Awakening Sylvia is not a duty that her husband can perform for her; she must do so on her *own*. Her shock upon seeing Geoffrey, not Adam, in front of her, precipitates Sylvia's decision to tell her husband everything, to dissolve the silences between them. After she confesses, Geoffrey declares bitterly, "[w]e are as

⁴¹ Alcott, "My Contraband," in *Alternative Alcott*, ed. Elaine Showalter (New Brunswick, NJ: Rutgers University Press, 1988), 90-91.

⁴² Alcott, *Moods* (1864), 162, 163.

⁴³ *Ibid.*, 163.

much divorced as if judge and jury had decided the righteous but hard separation for us."⁴⁴ But Geoffrey's declaration is not meant to be the final word on their marriage. It is for Sylvia to fully awaken herself to the fact that "[b]y her own will she had put her liberty into another's keeping; law confirmed the act, gospel sanctioned the vow"⁴⁵ Again, Alcott indicates that the law keeps unhappy wives in wedlock.

By Chapter 17, Sylvia has finally awakened and recognized the emotional limitations of legal contracts. "A naturally free and equal individual," Pateman declares, "must, necessarily, *agree* to be ruled by another. The creation of civil mastery and civil subordination must be voluntary; such relationships can be brought into being in one way only, through free agreement."⁴⁶ Sylvia's awakening to the relevance and intractability of contract law (as embodied in her marriage) is what keeps her "too excited to sleep" and segues into her important meeting with Faith Dane in Chapter 18.⁴⁷ At first, it would seem that female promises become Alcott's extralegal alternative to the contradictions implied within contract law. Sylvia's relationships with Faith and her sister Prue rely on promises. But, why then, in 1864, does Alcott choose to let Sylvia die rather than rely on female friends to forge a new type of life? Even promises between women are simply not enough to overcome the confining world of legal contract. Nineteenth-century law governed women's lives in ways quite different from men's. Consequently, legal themes find their way into women's fiction. Joyce W. Warren asserts that "[t]he law was not a prominent theme in most women's fiction . . . but a number of works include significant portrayals of and references to legal matters that were specifically of importance to women"⁴⁸ In *Moods*, the law serves as an important, if implicit, motif.

While Faith's motto—"Be a law unto yourself"—seems wise, it nonetheless propels Sylvia towards death, consumed by tuberculosis, the same fate that claims so many nineteenth-century literary heroines. Here, in the 1864 edition, Alcott equates Sylvia's awakening to the anti-romantic reality of marriage and the lack of any sustainable alternatives, such as a female world of love and ritual, to death. The possibility of a viable alternative, in which Sylvia can exist in legal independence from Adam and Geoffrey, is foreclosed, not by Adam's heroic death, but because Faith is describing an America that does not yet exist.

⁴⁴ *Ibid.*, 170.

⁴⁵ *Ibid.*, 174.

⁴⁶ Pateman, *Sexual Contract*, 40, emphasis original.

⁴⁷ Alcott, *Moods* (1864), 174.

⁴⁸ Warren, *Women, Money, and the Law: Nineteenth-Century Fiction, Gender, and the Courts* (Iowa City: University of Iowa Press, 2005), 217.

A woman in the 1860s, particularly one like Sylvia, without a profession or trade, stood little chance of an independent legal existence. Alcott also explores this issue in her novel *Work*, published after *Moods* but actually written concurrently with it, beginning in December 1861. Alcott's writing timeline heightens the connection between the two texts and illustrates Alcott's continued employment of contract as metaphor in her fiction. An entry from Alcott's journal in October 1864 establishes the imaginative link between the two novels:

Wrote several chapters of Christie [*Work*] & was getting on finely when as I lay awake one night a way to shorten & arrange "Moods" came into my head. The whole plan laid itself smoothly out before me & I slept no more that night but worked on it as busily as if mind & body had nothing to do with one another.⁴⁹

Alcott's mind and body are of course connected, just as *Moods* and *Work* are. In *Work* (also called "Success" or "Christie"), her heroine Christie Devon learns the value (and inequities) of contracts from her employment experiences, both promises and contracts. Doing a series of jobs as servant, actress, governess, and companion, she is bound by the terms of the contracts she signs or agrees to orally. Christie exhibits far more awareness than does Sylvia Yule of the nature of the contracts she enters into. In *Work*, marriage is clearly defined as another form of contract, as Philip Fletcher's marriage proposal demonstrates: "Will you go to Paris as *my* governess, instead of Charlotte's?"⁵⁰

Unlike Sylvia, Christie honors her contracts, particularly when they are made between women. She gives up her job as a seamstress defending the honor of her friend Rachel; her employment contract is superseded by the promise made to her friend. Just when it seems Christie is in dire straits, Rachel's hand reaches out to rescue her from the burdens of contract. Rachel repays her own debt to Christie by introducing her to the maternal Mrs. Wilkins, who helps her get away from her landlady, Mrs. Flint. Christie will watch Mrs. Wilkins's children in exchange for board: "Christie . . . loved to pay her debts in something besides money."⁵¹ Thus, Christie's home, even when she is single, is based on contractual obligations.

Christie's arrival at the Sterlings is based on another contract of affection. Her place is secured by Mr. Powers, Mrs. Wilkins's minister, who reminds her that

⁴⁹ Alcott, *The Journals of Louisa May Alcott*, eds. Joel Myerson, Daniel Shealy, and Madeleine Stern (Boston: Little, Brown, 1989), 132.

⁵⁰ Alcott, *Work* (1872; New York: Schocken Books, 1977), 82, emphasis original.

⁵¹ *Ibid.*, 200.

"[y]ou can pass on the kindness by serving my good friends who, in return, will do their best for you."⁵² This statement expresses the essence of *Work*. I would argue that the promises that Christie and Rachel have made to one another—not Christie’s married life—control the second half of the novel. In effect, Christie’s entire stay at the Sterling household (as housekeeper and later, as wife) is a means of keeping her promise to her friend. “I must not disappoint Rachel, since she kept her word so nobly to me.”⁵³ In keeping house for the Sterlings, “both mistress and maid soon felt like mother and daughter, and Christie often said she did not care for any other wages.”⁵⁴ At the end of *Work*, Christie, now a widow, is a part of a community of women, continuing the promises she has already made.

In contrast to the optimism of *Work*, Alcott offers her readers no visionary future in *Moods*. As Alcott’s literary career progressed, she gained more experience (and retained more cynicism) with legal matters. Friendship, however valuable, offered no substitute for a fair international copyright law or lucrative royalties. Thus Sylvia’s death in the 1864 edition, a pessimistic outcome for early twenty-first-century readers like ourselves, represents the legal, social, and economic reality for women of her era. So it is that all Sylvia’s promises have unraveled; her death symbolizes the end of all emotional transactions. Alcott places Sylvia and Faith in a sentimental and conventional narrative where promises between women are simply not enough to overcome the world of legal contract already in existence: Sylvia dies.

As stated earlier, Alcott’s revised *Moods*, reissued in 1882, is pronouncedly more sentimental and conservative, more clearly the work of the commercially successful creator of the beloved March sisters. Early on in the 1864 text, Sylvia declares “I should like a [male] friend”, and explicitly resolves against romantic love, seemingly planning to forgo the contractual obligations of marriage altogether.⁵⁵ In the 1882 text, Sylvia’s bold rebellion is gone, and her wish is rather different: “I wish I were a boy, or could be contented with what other girls like,” a remark obviously linking her to *Little Women*’s Jo.⁵⁶ In the later edition, Sylvia’s attraction to Adam Warwick is characterized as immature, and Sylvia’s confusion over whom to love stems from her lack of a mother to show her the road to God.⁵⁷ Adam and Sylvia are presented to the reader as obviously incompatible, and their relationship is decidedly less philosophical.

⁵² *Ibid.*, 215.

⁵³ *Ibid.*, 242.

⁵⁴ *Ibid.*, 245.

⁵⁵ Alcott, *Moods* (1864), 25.

⁵⁶ Alcott, *Moods* (1882), 243.

⁵⁷ *Ibid.*, 257.

In short, much of what makes the 1864 novel compellingly bold and complex has been flattened for the 1882 version, as "love and duty go hand and hand".⁵⁸

Alcott's own life was a distinct blend of the conventional and unconventional, of promises and contracts of all sorts. She was used to functioning as "a dutiful daughter of the Transcendental fathers," a phrase coined by Elaine Showalter that points out the contradictions inherent in Alcott's life as a compliant daughter of the radical educator Bronson Alcott.⁵⁹ Bronson Alcott, as Martha Saxton reminds us, "idealized the qualities of ambiguity, artfulness, discretion, deference, shyness, and religiosity," qualities his writer daughter did not possess.⁶⁰ Alcott began her career to support her family. She wrote *Moods* alongside not only *Work* but her "blood and thunder tale" "V.V., or Plots and Counterplots."⁶¹ Her output is consistent with Homestead's conclusion that legal limitations on copyright and the lack of an international copyright agreement motivated women authors to increase their productivity, to value quantity over quality.⁶² Thus, even though the central love triangle of *Moods* is presumed to be autobiographical—with Alcott's admiration of Margaret Fuller expressed through Faith Dane, and Henry David Thoreau, an Alcott family friend, the presumed model for Adam Warwick—I believe there is more autobiography at work than has been previously acknowledged.⁶³ Promises and contracts surrounded Alcott, a *femme sole*. She became a mother to her niece Louisa "Lulu" Nieriker upon the early death of her sister May in 1880, fulfilling an earlier promise to her.⁶⁴ Alcott, a single woman with a family to support, was hardly ignorant of the legal issues inherent in publishing fiction.⁶⁵

In her study *Searching the Heart*, Lystra pinpoints the dilemma of marriage for nineteenth-century Americans. "The root of the problem," she writes, "lies in how to conceptualize the limits of autonomy of the 'free' individual who

⁵⁸ *Ibid.*, 280.

⁵⁹ Showalter, *Sister's Choice: Tradition and Change in American Women's Writing* (Oxford: Clarendon Press, 1989), 35.

⁶⁰ Saxton, *Louisa May Alcott: A Modern Biography* (NY: Noonday Press, 1995), 188.

⁶¹ *Ibid.*, 274.

⁶² Homestead, *American Women Authors and Literary Property*, 62.

⁶³ Elbert, Introduction, *Moods*, xxx.

⁶⁴ Saxton, *Louisa May Alcott*, 354.

⁶⁵ Homestead cites Alcott's strong views on copyright as stated in a pamphlet produced under the sponsorship of the American Copyright League in 1888: "If women are allowed a vote in the matter, I decidedly cast mine for International Copyright." Homestead analyzes Alcott's statement and sees it as emblematic of the constraints the status of married women imposed upon all women, even those who were single, since denying married women the right to vote effectively stopped all women from gaining this right (*American Women Authors and Literary Property*, 252).

chooses to enter into a romantically inspired contract.⁶⁶ This loss of freedom implied by marriage, and extended to other legal contracts and principles like copyright, is multiplied twofold for Alcott, who wrestles with this problem in *Moods* as she struggled to come to terms with her own place in the contractual world of the literary marketplace. Alcott’s canon owes its richness and diversity to the demands of a marketplace that she both relished and hated, and to the publishing contracts that affected the trajectory of her literary career.

Alcott labored on *Moods* a good deal. Throughout her life, she would express deep ambivalence about its publication. Her contractual obligations were part of the reason. Alcott began *Moods* in August 1860, writing feverishly for one month. This month was eventually extended to four years, culminating in the novel’s publication in December 1864 by Loring, and later, through her own decisions, through its drastic revision in 1882. In entering into publishing contracts, Alcott found herself in situations in which “the female world of love and ritual” was severely constrained by specific legal demands of the publishing world. Susan Coultrap-McQuin explores nineteenth-century women authors’ relationships with their publishers, noting that married women were unable to sign their own publishing contracts.⁶⁷ While writers like Stowe, Phelps, and Alcott may have achieved great commercial success, they did so by working on several projects simultaneously to meet demands of speed, and by adhering to a marketplace where contracts shaped careers.

Upon entering into a marriage contract, a woman author was forced to cede her legal authority for her own personal property (a category that included her written words) to her husband. For Alcott, an unmarried woman, this would not pose a problem. But her dealings with publishers had implications for *Moods*. In a letter to publisher James Redpath, Alcott declares: “I think the literary laws *are* just & shall abide [by] them, hoping that our ‘faith in my ability’ may be rewarded, & future books may prove a good investment for us both.”⁶⁸

Her faith in these laws was tested, however, by subsequent events. To ensure publication in 1864, four years after she had begun the book, and after making appeals to several publishers, Alcott made a number of changes in her novel, revisions that she felt compromised it. Helen Deese’s recent discovery of letters Alcott wrote to her friend Caroline Dall in September 1864 have shed new light on the changes Alcott made. It seems clear from these letters that Alcott had strong reasons for initially resisting the happy ending of marriage,

⁶⁶ Lystra, *Searching the Heart*, 226.

⁶⁷ Coultrap-McQuin, *Doing Literary Business: American Women Writers in the Nineteenth Century* (Chapel Hill, NC: University of North Carolina Press, 1990), 86.

⁶⁸ Alcott, *The Selected Letters of Louisa May Alcott* eds. Joel Myerson, Daniel Shealy, and Madeline Stern (Boston: Little, Brown, 1987), 102, emphasis original.

writing that “ ‘Moods’ will be an entire failure if I leave it as it is, for my idea is not carried out if S[ylvia] & Moor settle down into a happy pair I intended to have her spend the rest of her life alone, busy & happy with the happiness that one always gets if they do their best. But people said I’d better have her die for she had had enough to wear her out.”⁶⁹ So, in the 1864 *Moods* Sylvia dies.

Alcott was also asked repeatedly, by several different publishers, to shorten the book. In February 1864, she described the ups and downs resulting from her meeting with James Redpath:

Gave [*Moods*] to him with many fears and he parted content. The next day received a telegram to come down and see the printers. Went and was told that the story was too long for a single volume & a two volume novel was bad to begin with. Would I cut the book down by half. No, I wouldn’t having already shortened it all I would bear.⁷⁰

Uncomfortable with Redpath, Alcott sent the novel several months later to Ticknor, who also rejected it. Due to Dall’s intervention, Alcott’s manuscript made its way to Loring, who also asked for it to be shortened. This time, perhaps worn down by multiple rejections, Alcott agreed and found a way to satisfy the publisher’s request. Once the plan came to her she worked quickly and diligently: “When it was all rewritten, without copying,” Alcott writes in her journal, “I found it much improved though I’d taken out ten chapters & sacrificed many of my favorite things, but being resolved to make it simple, strong & short I let every thing else go & hoped the book would be better for it.”⁷¹ After all, *Moods* was a labor of love for Alcott, a novel written, as she tells Dall, “in the intervals of teaching, housekeeping, nursing, deaths, births, and marriages, so it cannot help being ‘unequal’ & a young book in all respects.”⁷² Nonetheless, Alcott remained optimistic about *Moods* in 1864.

By October of that year Alcott had a deal with A. K. Loring, the terms of which she noted in her journal: “It was agreed to bring out the book immediately & Mrs. Dall offered to read the proof with me, Loring to give me ten cents copyright on all copies sold, I forfeiting the copy on such as are given to newspapers. Settlements to be made once in three months from the time of its publication.”⁷³ Once *Moods* came out in print, a mere two months later,

⁶⁹ Unpublished letter qtd. in Helen Deese “Louisa May Alcott’s *Moods*: A New Archival Discovery,” *New England Quarterly* 76.1 (Sept. 2003): 452.

⁷⁰ Alcott, *Journals*, 128.

⁷¹ *Ibid.*, 132.

⁷² Qtd. in Deese, “A New Archival Discovery,” 453.

⁷³ Alcott, *Journals*, 132.

Alcott seemed pleased. In her journal she writes that “[t]he book was hastily got out, but on the whole suited me, & as the inside was considered good I let the outside go.”⁷⁴

However, in later years, Alcott came close to disavowing authorship of her first adult novel altogether. In 1870, upon seeing several copies of *Moods* in Europe, she went so far as to tell her mother, “I could’nt [sic] read the story and try to forget that I ever wrote it.”⁷⁵ She continued to distance herself from her original enthusiasm, and went so far as to reclaim the copyright to the novel from Loring in 1881, revising the novel and reissuing it in 1882.⁷⁶ Her unease with *Moods* begins almost immediately after its publication. In an 1865 letter, Alcott writes: “Self abnegation is a noble thing . . . yet half the misery of the world seems to come from unmated pairs trying to live their lie decorously to the end, & bringing children into the world to inherit the unhappiness & discord out of which they were born.”⁷⁷

While Alcott actually refers to the plot of *Moods* in this letter, implicitly she points to its publication history as well. In her preface to the 1882 edition, she describes the novel as her “first-born.”⁷⁸ The “unmated pair” thus becomes Alcott and her publisher, Loring, and from this unhappy contract unhappy children are born. In a sense, reclaiming the copyright afforded Alcott a means of being a law to herself, precisely what Faith Dane tells Sylvia she must do. After all, “a work cannot be imaginatively possessed without being made available to the public through some form of publication, which brings it into the realm of copyright law.”⁷⁹

Ironically, in revising *Moods*, Alcott completely and voluntarily flattens the ending, enabling it to conform to a middle-class morality that had become expected of the author of *Little Women*.⁸⁰ As Deese points out, in revising the novel so dramatically, “Alcott capitulated on precisely the issues she had vehemently defended against Dall’s criticisms.”⁸¹ Even though Alcott had come to feel more powerful, in part due to her reclamation of the *Moods* copyright, she also realized that marriage and sentimentality were themes with which she had found abundant financial success.

⁷⁴ *Ibid.*, 132, 133.

⁷⁵ Alcott, *Selected Letters*, 138.

⁷⁶ Elbert, Introduction, xv.

⁷⁷ Alcott, *Selected Letters*, 108.

⁷⁸ Alcott, *Moods* (1882), 226.

⁷⁹ Thomas, *American Literary Realism*, 86.

⁸⁰ Showalter, *Sister’s Choice*, 55.

⁸¹ Deese, “A New Archival Discovery,” 449.

In 1864, Alcott asserted that “Mr Loring looks principally at what will make the book *sell*, I at what will make it the thing I meant it to be.”⁸² By 1882 she seems to have changed her tune, revising *Moods* and making it a much more predictable and less philosophical text. Her definition of success changed once she became a famous children’s author. As Anne E. Boyd has shown, Alcott conceived of herself as an artist, but her notions of artistry were complicated by society’s expectations of women artists, and she was forced to temper and reframe her literary ambitions based on what would sell. The “twin goals” Boyd identifies, “of achieving serious recognition as [an artist] and financial security,” were always on Alcott’s mind.⁸³

Thus, the self-effacing image Alcott projected throughout her life as well as some of her later fiction undercuts the subversive strategies she employed in her earliest version of *Moods*. Yet the 1864 edition, despite Alcott’s ambivalence, is an important work, one that reduces the importance of the marriage plot so crucial to later works like *Little Women* by exposing the limitations of contract law. The fact that she explored this theme not just in *Moods* but also in *Work* and “My Contraband” suggests that Alcott’s body of work embodies her struggle to negotiate the limits of contracts and promises in both letters and life.

⁸² *Ibid.*, 45, emphasis original.

⁸³ Boyd, *Writing For Immortality: Women and the Emergence of High Literary Culture in America* (Baltimore: Johns Hopkins University Press, 2004), 42.