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THE FOUR CORNERS OF THE PAGE AND THE DIGITAL RECORD[1]

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ABSTRACT

This paper uses examples from English contract law and also from the works of the painters Patrick Heron and Pierre Bonnard to illuminate the changes to textual records which have come about following the move to the digital. It shows that both Heron and Bonnard were interested in the idea of a world existing outside the edges of a painting, while in recent years, English judges have begun to wrestle with the idea of looking outside the 'four corners of the page' when dealing with cases involving contracts. These ideas give us an insight into the world of digital records where documents have become multidimensional and pull in references from a multitude of other digital locations. In this new era researchers can use increasingly sophisticated research technologies and pull in resources from a range of different media.

Keywıords: *Four Corners, Digital, Records, Contracts*

SAYFANIN DÖRT BİR YANI VE DİJİTAL BELGE

ÖZ

Bu makale, dijital ortama geçişin ardından ortaya çıkan metinsel belgelerdeki değişiklikleri aydınlatmak için İngiliz sözleşme hukukundan ve ayrıca ressamlar Patrick Heron ve Mark Fisher'ın çalışmalarından örnekler kullanmaktadır. Hem Heron'un hem de Bonnard'ın bir resmin sınırlarının dışında var olan bir dünya fikriyle ilgilenildiği gösterilirken, son yıllarda İngiliz hakimler, sözleşmelerle ilgili davalarla uğraşırken "sayfanın dört bir yanı" dışına bakma fikriyle boğuşmaya başladılar. Bu fikirler bize belgelerin çok boyutlu hale geldiği, çok sayıda başka dijital konumdan referanslar aldığı ve dijital belge dünyasına ilişkin bir anlayış sunuyor. Bu yeni çağda, araştırmacılar giderek daha karmaşık araştırma teknolojilerini kullananıp bir dizi farklı ortamdan kaynakları çekebilirler.

Anahtar Kelimeler: *Dört Bir Yan, Dijital, Belge, Sözleşmeler*

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INTRODUCTION

This paper will draw on examples from English contract (tort) law and abstract painting to explore the changes to textual records, which have come about following the transition to the digital. It will argue that, in the digital world, records have escaped from the confines of the four corners of the page – originally a sheet of parchment, into something, which is much more complex and multidimensional. However, it will go on to argue that this change does not of itself alter the basic nature of archives or, indeed the role of the archivist. This paper is concerned with textual records on paper, but may have a wider significance. Yeo (2008, p. 122) stressed the pre-eminence of paper records in the pre-digital world when he wrote:

> "Just as psychologists affirm that most people have mental prototypes of concepts such as "bird" and "chair," it can be argued that most archivists and records managers have a prototype of "record." In Western culture in the twenty-first century, such a prototype might be a written document, created for business purposes with some pretensions to objectivity and maintained in a formal recordkeeping system. Currently, the prototype is still (perhaps) a paper document, but as electronic recordkeeping becomes the norm, this aspect of the prototype is doubtless changing."

The English painter, Patrick Heron (1920-1999) was very much concerned with the edges of the canvases on which he painted. For Heron, this represented the border between the world of the painting and the real world and his paintings sometimes seem to be trying to escape from the confines of the canvas.

Likewise, English judges have always had a concern with the edges of documents, known in legal parlance as 'the four corners rule'. Until recently, in cases involving contracts, judges were only allowed to review what was written on the document before them – confined by the four corners of the paper. As anyone familiar with Chancery proceedings in the The National Archives at Kew, will know, the four corners could include many folios of parchment stitched together. However, courts now take a much broader view – when a contract is being litigated, they look at the commercial realities, including associated documents and correspondence. As Lord David Neuberger explained:

> "However, no contractual provision can exist without a context. As Lord Hoffmann, whose contributions in the field of contractual interpretation have been extraordinary, has said: "No one has ever made an acontextual statement". And the particular context inevitably colours what the provision means. There are several contexts, which have to be taken into account when interpreting a contract. In almost every case, there are at least three contexts, which are relevant;
>
> (i) The documentary context, namely the other provisions of the contract,
> (ii) The factual context which includes the facts known to both parties,
> (iii) The commercial context, which includes commercial common sense."

Thus, in one Supreme Court case it was said that "[t]he resolution of an issue of interpretation in a case like the present is an iterative process, involving checking the rival meanings against other provisions of the document and investigating the commercial consequences" – and, in a case where they are relied on by either side, the surrounding circumstances (Neuberger, 2014).

This takes us far beyond the four corners into very messy uncharted territory.

In terms of archival theory, the changes David Neuberger describes self-evidently endorse the archivist's role. Jenkinson, who knew his common law, was adamant that the task of the archivist was the conservation of every scrap of evidence committed to his charge, but the complexity of

contemporary contract law that transcends legislative boundaries raises huge questions about appraisal (Jenkinson, 1980, 258-259). An audience from a civil law background might disagree and insist that the role of the judge is to be a *juges d'instruction*, the reality is that in contracts common law is preferred internationally as the judge is 'a detached impartial umpire'.

THE EDGE OF THE PAINTING

Patrick Heron was an English painter who worked from the mid-1940s to 1996. He was one of that group of artists who, attracted by the colour of the light, lived and worked in the former fishing village of St Ives in Cornwall. Heron was much concerned with the problem of the edge of paintings. For him, edges could be internal – boundaries between two areas of colour:

More importantly, from our point of view, was his view of the importance of the edges of the canvas. Throughout his life, Heron emphasised the significance of a painting's edges by consistently clustering high levels of activity in these areas. He did this because he felt that it is at the edges of the painting where our visual understanding switches out of the language of painting and back to the three dimensions of the real world. The boundaries where one colour–shape sits alongside another provide a different kind of 'edge–consciousness'. The parallel with Lord Hoffman's assertions about context is self-evident. However, abstract the work of art, there is always context and meaning that may be framed in a such a way as to be contested.

Heron was a great admirer of Pierre Bonnard and described his art: 'right into the corners of the canvas, we follow a display, a layout in which interest is as intense half an inch from the picture's edge as it is at the centre. Usually the edge of the canvas slices off half (or even four fifths of some object!) at which our eyes have arrived with the greatest anticipation' (Heron, 1955, p. 123).

Pierre Bonnard, (1867-1947) the French artist famous for his use of colour was clearly concerned with the edges of the painting. Look at some of his pictures and you will see that the attention of his figures is directed outward to some world beyond the edge of the canvas. In just the same way as the judge in reaching a decision has to look beyond the paper on which the contract was written to establish meaning.

For Heron the traditional four edges of a painting define its compositional structure. Because each element within a painting's composition relates physically and perceptually to these edges, their scale is also determined by these relationships. Scale for Heron is about quantities and intensities of colour as well as the differing size and relationship of one shape to another. Balance is often created through a bunching of forms along an edge and the expansiveness of a large area of colour. So, for Heron the edges of a picture are both limiting, providing a boundary between the world of the painting and the quotidian one. But they are also structural, defining the compositional structure of a painting (Heron, 2017-8, p. 24).

THE MAGIC CLOAK

English judges, as Lords Neuberger and Hoffman explained, have experienced a similar intellectual transformation. Until comparatively recently, they were also very much confined by the four corners of the paper, even if there were multiple sheets sewn together. There used to be a rule that, when considering contracts, judges should not pay attention to anything outside the four corners of the document (Emmanuel, 2006, p. C-25), but as David Neuberger again observed: 'the judicial view of commercial common sense in a particular case is almost bound to be influenced by the facts as they have transpired since the contract, which should plainly be irrelevant to the exercise of interpretation' (Neuberger, 2014).

A similar state of affairs obtains in the United States of America. U.S. contract law that essentially follows English common law founded in Magna Carta has developed on the basis of certain essential

assumptions such as freedom of contract, autonomy and liberal individualism. According to Leonhard (2009, p. 2):

> "A simplified summary of the basic assumptions underlying U.S. contract law is that rational and well informed parties will drive a hard bargain on their own behalf for their own best interests and the resulting agreement reflects the free will of the parties. Because of those basic assumptions, U.S. contract law primarily concerns itself with only protecting the resulting bargain reached by the parties. Relying on a set of well-entrenched contract interpretation and construction principles, U.S. courts will generally refuse to look beyond the four corners of the written contract. U.S. contract law, unlike its UK counterpart, essentially casts a magic shield around the written contract as a true embodiment of the parties' intent".

This becomes problematic when – 'Electronic contracts may never appear on a piece of paper, may involve instantaneous transactions, may involve minimal or no negotiation or interaction, and may involve no human interaction at all'. We do not have time to explore all the ramifications, but: assuming the existence of a valid contract enforceable within the Statute of Frauds, the next consideration is interpreting the contract's contents. This process may involve two distinct questions: first, what are the contents of the contract, and, second, whether the parties' agreement is limited to the contract's contents. If the contract is not evidenced by a single record, but consists of a series of communications, different terms may arise within the series and a "battle of the forms" arises concerning which terms the parties intended to incorporate into the agreement (Kidd and Daughtrey, 2000). Additionally, whether the agreement is contained in a single record or is a composite of several records, a party may attempt to introduce additional extrinsic evidence because the existing record did not contain all of the terms of the parties' agreement. If this happens, the court must then look to the parol evidence rule [the US equivalent of the Four Corners rule] for construction of the contract. (Kidd and Daughtree, 2000 'Battle of the Forms' and 'Parol Evidence Rule'). We are now in much the same position as David Neuberger described.

This magic shield is itself disadvantageous when dealing with contracts, which involve countries with different legal or commercial traditions. Chuilin describes how a Chinese company would have very different cultural views from an American one: Chinese companies are more concerned about long-term relationships and networks. Consequently, contracts, which are bound by the four corners of the page, fall outside their normal way of doing business (Leonhard, 2009). David Neuberger in a wide-ranging lecture highlighted these differences in the context of competition law and identified an international trend towards normalization that over-rides such niceties and of necessity involves regulators and the courts (Neuberger, 2016).

Other countries also have different traditions from the Anglo-American ones. It is perhaps not surprising that an early change in the English approach to interpreting contracts came in a case

concerning a ship, The Diana Prosperity which was being built in a Japanese shipyard. The ship had been ordered before the 1974 oil crisis, but by the time it was ready to be delivered, the market had collapsed and the charterer tried to get out of the deal by saying that the vessel supplied did not correspond with the contractual description because it had been built in a different yard with a different number; otherwise it met the specification.

Lord Wilberforce took the view that, as a judge, he need not be confined within the four corners of the contract and that the court should know the commercial purpose of the contract and, in order to do this, know about the genesis of the transaction, the background, the context and the market in which the parties are operating (Swarb, 1976).

The legal authors Beale, Bishop and Furmston (2008) gave a useful analogy for this case, "if Furmston were to sell his cottage, 'known as Denning's Orchard' to Beale, would Beale be able to get out of the contract on the grounds that the cottage had never belonged to anyone called Denning and didn't have a single fruit tree in the grounds?"

Since Wilberforce's judgement, English judges have followed him in stepping outside the four corners. In 1997, Lord Hoffmann, in the case Investors' Compensation Scheme v West Bromwich Building Society set out the principles by which documents may be interpreted. He said that:

> 1. Documents should be interpreted to determine the meaning which the document would convey to a reasonable person having all the background knowledge which would reasonably been available to the parties at the time of the contract
>
> 2. The background includes absolutely anything which would have affected the way the language of the document would have been understood by a reasonable man
>
> 3. The meaning of the document is what the parties using those words would reasonably have been understood to mean (Investors Compensation Scheme, 1997).

Hoffmann's views have been accepted, but not without criticism, partly because of a fear by lawyers that allowing the document to escape from its magic cloak would involve a huge expense in trawling through vast amounts of background information and of having to delve into vast amounts of background material. In Lord Hoffman's opinion even within the four corners: 'there was no "limit to the amount of red ink or verbal rearrangement or correction which the court is allowed. All that is required is that it should be clear that something has gone wrong with the language and that it should be clear what a reasonable person would have understood the parties to have meant' (Neuberger, 2014, para 4). In a later case, the Supreme Court has suggested that this may go too far, not least because, as Sir Richard Buxton (2010) put it in a trenchant article, it reduces the "difference between construction and rectification almost to vanishing point" (Kelly, 2017). It is not difficult to see how what Patrick Heron was arguing might apply to documents covered in red ink, as everyone who has struggled with tracked changes knows all too well.

RECORDS

What does this all mean for records? We have seen that both in art and in the law, there has been a move to escape from the four corners of the page or canvas and into a world where context and the surrounding world is important. As Lord Neuberger explained, there are three forms of context which need to be taken into account when interpreting a record (Neuberger, 2014).

(i) the documentary context, namely the other provisions of the contract,
(ii) the factual context which includes the facts known to both parties,
(iii) the commercial context, which includes commercial common sense.

In the UK, there has been a wholesale move to digital contracts and nowadays, paper contracts are almost exclusively used for family matters (records of weddings, wills, etc.) where signatures are still required and for the sale of properties, although even here there are experiments to allow this to be done digitally. In order to be able to form a valid contract, there needs to be an offer, acceptance, an intention to create legal relations, and certainty of terms. In addition, the contract needs to be recorded.

In the paper world, the acceptance of a contract was demonstrated by a signature, a mark, a thumbprint or even a corporate letterhead on a copy of the contract. Over the past few years, there has been a lot of fuss about the idea of digital signatures to meet the requirement for evidence that the contract had been accepted, however, in reality, the law has been remarkably flexible in adapting itself to the new realities of the digital world and placing contracts electronically is very simple, especially after the passing of the Electronic Communications Act 2000. The Courts have broadly interpreted the need for acceptance by allowing virtually any form of electronic assent, including but not limited to clicking an "I Agree" button, typing a name into a signature box, and inserting a scanned version of an actual signature.

Similarly, it is essential to be certain that the person signing the contract has agreed to the terms. This is now achieved by so-called "Click wrap" agreements where the party indicates agreement to terms and conditions by clicking an "I Agree" button or checkbox of some sort. Anyone who has bought a phone online will be familiar with this approach. These agreements are binding and enforceable, unlike "browse wrap" agreements that purport to bind a party without any manifestation of assent. In other words, with browse wrap agreements, a notice of terms and conditions usually appears on a web page, but the user is not obliged to read these terms or required to click on an icon expressing agreement to them (Laver, 2020).

Problems remain in two spaces. First, there seems to be some uncertainty as to what will happen when contracts are made by machines talking to machines with no human involvement. What happens when we really do have the 'internet of things' and our fridges can automatically stock up with new bottles of gin when they see levels are low? Such actions can hardly be defined as contracts since there can be no "meeting of the minds" nor a contemporaneous exchange by conscious entities to set the terms of the agreement, merely two machines communicating with each other. But means must be found to regulate this trade and allow disputes to be litigated. It is not fanciful: already cars can inform the manufacturer of faults, long before the driver is aware of them and a mechanic can be sent to fix it (Hanada, 2019). Much more significant is the question of what constitutes a record of a digital contract and how can this be identified. Contracts in the USA, Canada, Ireland and elsewhere are controlled by the Statute of Frauds Act which is based on an Act of the English Parliament of 1677. This requires that certain types of contract be in writing and contain evidence of authentication. As we have seen, modern interpretation of 'writing' and 'acceptance' has been very broad. However, there remain serious issues (Tibberts, 2020).

The first is the problem of the four corners. Many contracts in a whole range of industries – construction, engineering, healthcare and others will refer to international or national standards, saying that the building should be built, or the device supplied in accordance with the provisions of ISO XXXX. The text of the standard is not mentioned in the contract, rather there is a hypertext link to the relevant standard. This is clearly an example of an escape from the four corners of the page – the contract is linked to a web-based document which itself may well carry links to other web pages pretty much ad infinitum, raising the difficult question of how far the borders of the document extend, as Lord Hoffman warned (Leonhard, 2009).

A similar situation arises if I decide to buy some wine. The contract starts with an offer from my wine merchant:

2017 Châteauneuf du Pape, Blanc, Vieux Télégraphe - £204 per 6 bottle case In Bond

"At first, a little shy, but notes that quickly reveal themselves to be stuffed full of white peaches and apricots. At a second glance, the lemon really comes through. Jasmine and honey blossom a plenty. On the palate, of course fairly rich but how delightful! Gently bent and crushed orange peel that gently reveal their oils come to mind. A little white chocolate. Drink from 2018 and be in no rush to finish for a couple of decades and watch its evolution," Private Account Manager.

In order to encourage me further, she usually includes a quote from an outside expert:

"Brought up all in wood, one-third in foudre and the rest in demi-muid and barrels, the 2017 Châteauneuf-du-Pape Blanc is mostly Clairette with the balance Grenache Blanc, Roussanne, and Bourboulenc. It offers lots of lemon and melon fruits, white flowers, toasted brioche, and honeysuckle aromas, medium to full body, beautiful purity of fruit, moderate acidity, and a layered, rich, textured style. It's going to flesh out beautifully with time in the cellar and keep for two decades."

93-95/100. Jeb Dunnuck, Jebdunnuck.com

There is no statement of the conditions of the contract, but there is a link to their website where the conditions can be found.

My acceptance of the contract is usually '6 bottles please' or 'no thanks'

Here we can see further complications. First, the whole contract is simply transacted by two emails. OK for a case of not very expensive wines, but I have met people who deal in large volumes of premier cru Bordeaux in a similar fashion. The second is that, once again, the contract is looking outside the four edges of the paper, with an imprecise link to the company's website and an equally imprecise link to the website of a third party.

Clearly, there are serious records management issues here. Will it be possible to preserve this email exchange? But more importantly, will it be possible to preserve the website containing the terms of the contract for the precise date on which the emails were exchanged and the emails and messages about the delivery of the wine. The wine merchant's catalogue describing the wine is important because that often contains opinions and impressions. Also, will it be possible to preserve Jeb Dunnuck's website where he provides the statement that *It's going to flesh out beautifully with time in the cellar and keep for two decades.*

There must be systems in place to ensure that such records are kept at least until the contract expires. In the case of the wine, this needs to be at least for 20 years. We know somebody who bought some expensive Port and kept it for 21 years to drink on his daughter's 21st birthday. Sadly, it was past its best. Had the person decided to sue, he would have needed access to the documents I have described, plus possibly to other information about the commercial realities behind the deal – how reasonable is it to expect Port to retain its quality for 20 years? Is there evidence that the purchaser had expressed a wish to buy wine capable of lasting such a long time?

The extension of contracts beyond the four corners of the page in the digital era and the fact that they are now inextricably linked to web pages and other external documents is a symptom of a broader trend in archives. The general feature of digital records seems to be that they have escaped across the edges of the paper and are now linked to other records separated in space. At first, this linkage was very simple – an email might be linked to other emails in a chain or to a corporate website or internal database. However, in the past few years, the simple world of corporate digital records has

become complicated because now external websites and, crucially, social media have become part of the record of an event. This is most apparent in the field of warfare. When TNA decided to archive the records of the 1982 Falklands Conflict, it was comparatively easy; it simply acquired the relevant official records from the Ministry of Defence, the Foreign and Commonwealth Office, the Cabinet Office, the Prime Minister's Office, etc. These included a range of files concerned with media coverage of the war, which entirely focused on the mass media of the day: newspapers and television. Now, however, war is not only recorded in official files and conventional mass media outlets but also captured in real time in a range of other media, not least in the output of the rangefinders used on every weapon in any armed conflict.

The writer William Merrin describes how social media have become part of the archive of war. With the missile strike on Al-Jazeera's Kabul office on 13th November 2001 the US made it clear that their concept of "full spectrum dominance" developed in Joint Vision 2010 (1996) included the broadcasting as well as the enemy electromagnetic spectrum. As they'd demonstrate in Iraq in 2003, media were now either imploded into the military system or were legitimate targets of information warfare. With this division the US authorities thought they had perfected their system of media-management introduced in the 1991 Gulf War. And then came personal digital media and the end of informational control. It began with Abu Ghraib's digital cameras and military and civilian blogs from Iraq and within a few years mobile technologies, ubiquitous connectivity, and popular Web 2.0 platforms had transformed the informational ecology. From now on we had full spectrum access: individual soldiers were their own embedded self-journalists, war-zone civilians began sharing their experiences and images, governments, military, militias and terrorist groups all had to get social-media-savvy with their own channels and modes of distribution, and ultimately anyone, anywhere, could join in, passing on content, commenting and critiquing and adding their own homemade, bottom-up propaganda for any cause or side they wanted (Merrin, 2015).

Recent acts of terror have contributed to this process of full spectrum access The November 2015 attacks in Paris, which included the bomb outside the Stade de France and the attack on the Bataclan theatre were probably the first attacks which were conducted in the full light of social media. An excellent example is the 2004 tsunami in Indonesia where the horrific death of the group performing on stage was quickly posted from someone's mobile phone.

The commercial family history companies have stretched the boundaries of the record far beyond the four corners. Take a simple census entry. Once Ancestry has worked its magic, it will be surrounded by a wealth of other records – births certificates, family trees, even DNA data.

Digital records are essentially in two forms – simple copies of original records such as census returns and 'born digital' material such as databases or websites. Both these types of records are free of the corners of the paper, as we have shown in the example of electronic contracts. Indeed, in the digital order that we now inhabit, everything is available online, and the boundaries between the archive and print culture dissolve and it is no longer possible to separate manuscript from print: everything becomes "one kind of archive" where familiar concepts of temporality become distinctly fuzzy.

The situation is even more extreme with born-digital records, particularly those which are exposed to the Internet. The internet is vast and infinitely scalable. We have argued elsewhere that far from the internet being something, which can be archived, it is itself the archive and we are part of it. It is also infinitely complex. Thomas Padilla, Visiting Digital Research Services Librarian at the University of Nevada, Las Vegas, has written and spoken about seeing collections as data. By this, he means that collections need to be transformed into ordered data that is amenable to computation. Without using the word context, he makes the important point – very familiar to archivists – that what is on the surface is not all there is. He gives the example of tweets: on the surface, tweets are

140-character communications, but beneath the surface, they might involve geolocation and timestamping; links to webpages and images; and a wide array of language and data that records relationships between Twitter users (Pallida, 2018).

As well as freeing records from the confines of the four corners of the page, the internet also frees them from the bounds of temporality. Andrew Hoskins has written:

But today's archive is a medium in its own right, liberated 'from archival space into archival time' (Ernst, 2004, p. 52). The avalanche of post-scarcity culture and the databasing of the multitude challenges decay time. Suddenly, the faded and fading past of old school friends, former lovers and all that could and should have been forgotten are returned to a single connected present via Google, Flickr, Ebay, YouTube and Facebook (Hoskins, 2013, p. 387).

The researcher Anna Reading explored this transformation by comparing the London underground bombing of 2005 with the London underground bombing of 1897 when a bomb was placed on a train at Aldersgate Station (now Barbican). News of the 1897 bombing spread slowly, not reaching one New Zealand newspaper for two months. Reading argues that "digital media technologies have not simply collapsed the event and its memory into one another, as, perhaps, it may seem at first sight. Rather, events are witnessed in time and people's mediated witnessing, including mobile witnessing of events is articulated, re-articulated and disarticulated through intersecting temporalities" (Reading, 2011, p. 299).

This move from paper to digital and the escape from the four corners challenges the power of archives. Over the past few years, archivists have enjoyed describing archives as places of power. Now the move to the digital has undermined this claim, as Wolfgang Ernst has pointed out:

> "The monumentality of the traditional archive, expressed in temporal terms, is rooted in its exception of records from immediate consumption in the present. With its massive going online the archive loses its traditional power: its secrecy, its informative temporal difference to immediate usage. Archival endurance is being undermined when a record is not fixed any more on a permanent storage medium but takes places electronically; flow replaces the firm inscription" (Ernst, 2013, 10-11).

It is essential to take a balanced view of the consequences of the escape from the four corners with its magic cloak. Clearly, it has had some negative effects. Archival documents which were traditionally authoritative because they were assumed to be the disinterested records of transactions have now associated themselves with a lot of rather dubious characters on the internet – tweets, blogs and other potentially fake forms of news. At the same time, it is increasingly apparent that it is not possible to preserve much of what comprises the internet. Documents within private fire walls, such as Twitter and Facebook are hard to capture, while even the good old internet archive is incomplete and apparently subject to political pressure.

However, there are some hugely positive developments. In particular, social media and printed works can provide a massive amount of context to records. We have seen Lord Neuberger' definition of the three types of context, which can illuminate contracts: the content of the document itself, the factual context – the facts which were known to both parties and the commercial context. Using slightly different terms, we can see how online content can illuminate documents. If we take the online material relating to the notorious 1938 Haw Bridge murder in Gloucestershire, England; researchers interested in what is often referred to as the Cheltenham torso mystery (where the headless body of an unknown man was found in the River Severn) can find the information they need about the case simply by Googling. There, available to all, are photographs of the scene, accounts of the event, links

to a book about the crime, speculation as to the identity of the victim and his killer, as well as a link to The National Archives of the UK (TNA), where the relevant records are closed until 2029.

But to take full advantage of these opportunities, we need to move away from the old dispensations. Archivists need to find a way of functioning in this new and deeply uncertain world. They can no longer privilege information according to professional practices or beliefs. Their role must be to ensure that where records are captured, they are authentic and verifiable. This requires archivists to focus on very traditional approaches to ensuring authenticity. In particular, they need to be concerned with context which can also help provide a broader understanding than is available from within the confines of the four corners of a page: a record can accumulate as many layers of contextual information as there are multiple ways to interpret it. As we have seen, Lord Hoffmann stressed the need for information about contracts when he said:

> "Documents should be interpreted to determine the meaning, which the document would convey to a reasonable person having all the background knowledge, which would reasonably been available to the parties at the time of the contract. The background includes absolutely anything, which would have affected the way the language of the document would have been understood by a reasonable man" (Investors Compensation Scheme, 1997).

This is not far from the famous quote from Sir Hilary Jenkinson on the role of the archivist: His Creed, the Sanctity of Evidence; his Task, the Conservation of every scrap of Evidence attaching to the Documents committed to his charge; his aim to provide, without prejudice or afterthought, for all who wish to know the Means of Knowledge.... (Jenkinson, 1980, 258-9).

One escape route may be the way we handle catalogues. Archival catalogues originally emphasised the separateness and temporally bound nature of records, since they were traditionally arranged by the department, which created the records, and the file series in which they were located and the list was usually in chronological order. Now we have the opportunities presented by modern search tools. To quote Dan Cohen (Cohen, 2010): "The existence of modern search technology should push us to improve historical research. It should tell us that our analog, necessarily partial methods have . . . hidden from us the potential of taking a more comprehensive view, aided by less capricious retrieval mechanisms which . . . are often more objective than leafing rapidly through paper folios on a time-delimited jaunt to an archive."

By stepping out of the edge of the picture, we move on the internet not into a world of falsehood but into a world where evidence is pluralised, it may be wrong but so are many archives. We have to stop talking about primary and secondary evidence and recognise that newspapers and printed literature deserve just as much respect. If we stop reifying the document, we enter a different dimension with all sorts of possibilities where we can move backwards and forwards across time and media. We believe that the move to the digital means that records have stepped beyond their boundaries. An outstanding example is the Australian Trove website that seamlessly blends evidence from archives, newspapers, books, user-generated content and so on. From such a perspective records are now like one of those enigmatic figures at the edge of a Bonnard painting who has stepped vigorously out of the confines of the four corners of the page into something infinitely more strange and wonderous.

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