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4 March 1968

Mr. David Brower
Sierra Club
San Francisco, Calif.

Dear Dave:

There is much to write you about and it may take quite few sheets of paper, but before I launch into a discussion of the many questions that concern me personally, I want you to know that in my capacity as a member of the Board of Directors I support you all the way. You need more professional assistance, especially in the publishing department, and perhaps you need to be relieved of some of the onerous responsibilities in other departments which you yourself would like to escape.

In my personal private relationship to the Sierra Club I cannot say, however, that I feel so confident, and I find myself in disagreement with you. As I have said before, I believe there is here involved a conflict of interest which could become so serious that I would feel obliged to dissociate myself from the Club either in the relationship as Director or as an interested party to its publishing program.

First, I would like to say a few words about your long letter to Edger Wayburn. I think I got the message from it that I should expect no royalty payments in the near future, which according to ~~as-yet-not-superseded-agreements-and-understandings~~ are, as of March 1, due. If it were not for my contract with E.P. Dutton for a book on the Smokies, I would now be out of money. This is an example of why I feel more secure having an alternate publisher as a financial backlog.

Before taking up the core subject of this letter, - discussion of the contracts which you have sent me, - there is a precedent matter involving our informal understanding on the Galapagos books on which I would appreciate answers. Are first proofs available? If they are I would like to see them. Is there a plan of the books including arrangement of photographs, quotations to be used, other textual matter besides Eiseley's and my contributions, and distribution of material between the two volumes? If there is I would like to see it. I gather from Frank Masland's letter, which I saw for the first time last week, selections of quotations have been made, but they were never shown to me. I feel rather put out that you consider him more important to consult than me. Is not your perspective becoming a little distorted? I do not see how you can forget that the concept of the Galapagos books was mine before even Eiseley was brought into it; and I have made a larger investment in them than any other single person. Much of Masland's information is out of date.

I have read the contracts over carefully. I will comment first on their common provisions and then on their separate provisions.

These contracts are very similar to the one I refused to sign on the Forever Wild book, and was finally given a simple letter of agreement by Hochschild which was perfectly satisfactory. The

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Sierra Club has now switched places with the Adirondack Museum. Why I am suspicious of these contracts is because I am afraid they may be full of booby traps and sleeper clauses which could easily escape my attention, being as I am untrained in this kind of legalistic double talk. (I assume that these contracts were written by some of the Club's legal advisors and not by you.) Taking the paragraphs one at a time in order:

4 (b) Why, if books are sold directly to the consumer at the retail price, should the royalty be half? The price should govern the royalty. After all a full royalty is paid on a book sold at retail by a dealer who gets it at 40% off.

4 (d) What are educational sales? Since the Sierra Club is a non-profit organization, any sale could be called educational.

4 (f) What are export sales? If these are to dealers the situation is different from sales to individuals.

4 (g) What is meant by published by the Sierra Club? Are Ballentines paperbacks published by the Sierra Club? If the Club on its own publishes a paperback why should not the royalty be the same as on the hard cover edition? Or why not 10% in this case?

4 (h) What is there about special editions that would require a reduction in royalty payments? And what are special editions anyway?

4 (i) This provision I completely fail to understand the logic of. The first edition requires complete type setting . Why should it be more costly to reset only part? In my opinion the royalty payment should be the same as under 4(a).

In the last parenthetical sentence, what is the implication of "exclusive of shipping and handling charges." It seems to me that I could be stuck with shipping charges under this clause.

5 I do not want to grant the subsidiary right of abridgment without consultation and agreement with me.

8 The dates in my In Wildness contract were more reasonable. I wish this changed to December 31 and June 30 and statements provided within two months thereafter.

Also I will only agree to a withholding of 10% of my earnings for 6 months following publication.

9 I am crossing out in line two, "including but not limited to photographic prints", because in color work this is unreasonable and discriminates against me. No other color photographer provides color prints.

I have only agreed to the royalty-free sale of posters until August 15, 1968. I do not believe that posters are strictly promotional.

11 When continued manufacture and sale of the book ends the the copyright or copyrights should revert to me automatically without cost.

14 I am crossing out, "The Author further agrees to supply

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as part of the work all maps (to the end of the paragraph)
. . . . charging the Author's account for the expenses involved."

I am crossing out the second paragraph of 14 in its entirety.

I cross out the third paragraph of 14 except that I will agree to keep a copy of all written material. For color photographs I will agree to no such provision.

16 This paragraph should read, "such editing shall be done under consultation and agreement with the author."

17 Cross out, "and charge the cost thereof against payment due then or thereafter to the Author".

18 (c) The Sierra Club shall have the right to determine the form, style, size, type, paper, and binding to be used, and like details in consultation with the author and on mutual agreement.

18 (e) This paragraph is full of booby traps. The Club could offer the book to the Audubon Society and thereby escape royalties.

19 Cross out in entirety. I already have a contract with E.P.Dutton for the Smokies book and very possibly for the Greek book.

21 What is meant by "similar character"? It could mean almost anything.

23 I don't like this paragraph because I do not know what it could be interpreted as encompassing. It could include movie rights for which the Club might receive a very large sum. I think it should be on a 50-50 basis.

I find nothing in the contract about paperback publication unless this is included in paragraph 4(g). If it is then the royalties to the author have suddenly gone down to 5% to 4%. I object to this. I have the impression that the reduction is being sneaked in.

On the Baja California book contract I have already agreed orally to the 6% royalty divided as in paragraph 29. This oral agreement does not carry over to any other contract automatically.

The special provisions of the Galapagos books contract which I find unsatisfactory are:

4 (a) I will agree to 8% of the list price on first 15,000 copies, and 10% thereafter.

14 I will provide only one copy, most of which has already been submitted. The final two chapters are now being typed. They amount to about 50,000 words.

29 This is the paragraph that is most difficult for me to object to because my objections are likely to cause hard feelings.

In view of my involvement in these books, not excluding the cost of preparing the material for publication, but including my role in their conception and my dedication to the success of the project while I was in the Galapagos Island (I worked harder than

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any one else) 70% of the total earnings is not enough. It should be 90%.

Where, you will ask, does Ken come in? I refer you to the letter you wrote that accompanied the contracts. In paragraph 6 you discuss the question of lump sum v. royalty. I believe that for editorial work, especially for editorial work that was taken away from me because the advance in publication date, this contribution should be compensated for by a flat fee. I believe that Ken should be well paid for his services; and that you too should be compensated for the special contribution you have made to this book, but I don't think it is proper for editors to be paid out of royalties. That I can put a book together is established by In Wildness. Glen Canyon was published in such a hurry that this function was taken away from me to a considerable degree. And now Galapagos is being rushed through over my original pretest and I am not being adequately consulted. As a result my contribution is being down-graded. I am rather touchy about this and not a little hurt.

There is no provision in this contract to repay the \$8,000 owed me out of the \$10,000 I loaned the Club to help finance the Galapagos expedition; and no mention of the subsequent \$5,000 withheld from royalties for the same purpose. Maybe this is not necessary but I am not sure that it isn't.

I think that the Executive Director should be paid substantially more than he is being paid at present, which might lessen the contentiousness of some of these issues.

I am getting a little weary of being told one day that I am a valuable property of the Sierra Club and the next day lectured on my responsibilities to the Sierra Club and conservation. Sometimes I think that you would like me to feel guilty for making any money at all from Sierra Club publication; to make a contribution so far beyond the call of duty, whatever that is, that I take no royalties. That point of view seems to be growing that the more successful a book is the less return one should expect, that because I make \$50,000 from a paperback I should not expect \$100,000 from the sale of twice as many. As a matter of fact I don't since taxes take a larger and larger fraction.

My contribution to conservation may not be enough in your eyes, but after all this is a matter that each of us has to decide for himself. My contribution is considerably different from yours and may be judged considerably less, but whatever the judgement is I resent its being down-graded. And this happens when my books are publicized as Sierra Club publications without any credit going to me or my name mentioned. Credit is very important and has long been insisted on by photographers.

One more thing: I devote all my time and all my energy to photography, and most of my resources as well. I think this deserves compensation, and at my age with few years left, high compensation. And remember, I have been doing this for a long time, for the first 25 years without any compensation except the satisfaction of sometimes thinking I was doing a good job. Even about that I was not sure until 1962.

However this letter may anger you, at least you cannot say it lacks candor. I am sending out no copies, but perhaps Ed and the Publications Committee should see part of it.

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One matter concerning the Galapagos books I want to be clear about. Will it be published as my work? It should be. The jacket and title page should say: Galapagos etc.

by Eliot Porter
with an introduction by Loren
Eiseley

There is one more comment I want to make on the cost of exhibit format books. I believe that there is an unexplored possibility that by going out of this country - to Europe or Japan - a considerable saving could be had without lowering quality. I have urged this many times but have elicited little response. It bears on the whole question of royalties. Is it fair to insist on lowering royalty payments to authors when there exists a possibility that books could be produced less expensively, thus permitting customary royalties? As you know, I think the reproductions in Forever Wild are better than in Summer Island, and at least as good is not better than in Baja California.

With Barnes' prices constantly rising, that unless you do go abroad, it will be necessary to raise the selling price or eliminate royalties entirely. Not many authors would accept the latter no matter how dedicated they are.

It is true, though you may not believe it, that my feeling for you is no less warm that it has always been, that this argument is in a different compartment, that I can sharply disagree with you and respect you at the same time. These seeming contradiction is the reason why it is difficult for me to write a letter like this. It really is.

Eliot.