

Sierra Club
Mills Tower San Francisco

Santa Fe
November 27, 1967

Dear Eliot:

Let me respond as well as I can to your letter of 11 days ago seeking clarification of your publishing arrangement with the Sierra Club. I do not want anything I say to imply in any way that I do not fully appreciate the major importance of your work to what the club is now able to do here and abroad.

Concerning your first four points:

1) Photographic content of the books we do in which your photographs are of primary importance will be decided by mutual agreement.

2) We shall consult with you about the text in advance and you will know at least the general direction and plan of the text, if not the specific detail, before we make final decisions. It is my responsibility to come up with something that the Publications Committee will approve or there can be no book, at least not one published by the club.

3) Any substantive changes in what you have written must have your approval if we are to use it. We need to insist, however, on the usual prerogatives of publishers with respect to copy editing.

4) You will receive galleys for correction; but in this matter we must be able to set a reasonable time limit for their return. If you are on a long absence, for example, you may wish to delegate your approval to someone else.

5) You will receive color proofs of all illustrations for correction.

In the foregoing matters your reputation is deeply involved, and we have not done poorly by it so far, although we all know there continues to be much room for improvement. Our reputation is also deeply involved. So are our financial resources. So is my job. The total investment in the Galapagos project will probably exceed two hundred thousand dollars and I cannot permit any mistake to be made that I recognize as a mistake. The Exhibit Format Series owes much of its success to the kind of counterpoint built between text and illustration. There is no hidebound formula, but there is a spirit at work, and I feel that my contribution has been to recognize

what that spirit entails from book to book. Sometimes we are luckier than others, but no book in the series has failed and we don't want any to fail--especially what is our boldest mutual adventure so far.

With respect to the text, we know that it started as a Porter-Eiseley book, with the illustrating to be yours. You wanted to photograph the Galapagos. Four years later, after having been told to abandon the project but continuing throughout that period to take every step I could to make it possible to present a book for approval, I now have that chance. In the course of this period you let me know that you wanted to write a text and that you at least wanted it carefully considered. That we will do. But at this point, with the investment of time made in the project so far, and of some \$25,000 (about \$8,000 of it yours), I do not feel it wise to promise in any way that we can use your text. It will be as carefully considered as anything ever has been, or more so; from what I have seen I know there is much work to be done on it, after which we can conceivably use all of it or a good portion of it. But I believe it would be extremely unwise to make a commitment on this matter at this time other than the commitment of very careful consideration, and I do not believe you would wish me to either as an author, as a photographer, as a director of the club, or as a friend.

Concerning the second part of your letter, pertaining chiefly to financial matters, there are distinct limits, as you know, concerning what I can commit the club to. I can commit myself, however, to recommend the following as reasonable:

1) A fair distribution of royalties earned, allocated according to the effort, talent, and reputation invested by the various parties, from the sale of our edition of the book, the royalty accruing at 6% of the selling price on the first 10,000 copies of each volume, 8% on the next 5,000, and 10% thereafter. I understand that this is lower than expected on books selling at half the selling price we must use (or lower), but this royalty is in line with what is paid for expensive books in which the plant cost is as enormous as ours is. Our books are open to inspection on this, and revision of the royalty rate should be possible when we can mutually agree that it is possible. We intend to remain a nonprofit organization.

2) With respect to paperbacks, we need to follow trade practices for the very reasons they have evolved, whether or not we yet know enough of them. The one trade practice we have not followed is the conservatism that has precluded other publishers' from being interested in the projects we are willing to take on until after we have made them succeed.

Abridgment or expansion of titles may be necessary to make a successful paperback, and the decision about how to abridge, must, as with other publishers, be left to us, provided we consult with you in advance, which we shall do. It is not in our interest to try to get you to agree with anything that will damage the book.

3) Division of royalties: we would share equally the receipts from subsidiary rights after deducting the cost, if any (and it is likely to be modest), of preparing the book for paperbacking. The timing of royalty payments we propose and that Ballantine proposes is normal timing. I am sure that the club can make arrangements that would be mutually acceptable to spread royalty payments and to make advances on royalties accrued. It is customary for the initial publisher, who holds the rights, to disburse payments for subsidiary rights, and I think we must hold to this custom, but not make it inconvenient for you. Advance payments are not always easy, even for well-banked publishers. Investments are high and payment from booksellers is quite often slow--averaging from 60 to 90 days, and sometimes longer, considering that publishers grant extremely lenient return privileges because they have to.

4) Authors and photographers have rights; so must publishers. We have to be assured the right to publish your work at our expense and with all our obligations throughout the world for the life of copyright and renewals, and we have to be assured that as long as we hold up our end, you will not let others use your work in a way that would impair our success with it, and that you will let us use your work in a way that will improve our success with it. There are some of the elements of a marriage in all this, and I do not know exactly how to be specific about these elements; but I am concerned, and I think we should consider carefully, what overexposure could do to you and overcompetition to us.

Having said all of which I conclude with my own best warm regards and respect for what you have done and are doing.

Sincerely,

Elaine