

ELIOT F. PORTER
Route 4, Box 33
Santa Fe, New Mexico

May 1, 1968

Dr. Edgar Wayburn, President
Sierra Club
1050 Mills Tower
San Francisco, California

Dear Ed:

I know of not a single Sierra Club author or photographer who is willing to sign the contract he has been offered by David Brower and the Publications Committee. Without exception they consider it grossly partial to the Sierra Club. They feel that their interests have been placed second to that of the Sierra Club, that they are being put under pressure to subsidize the publishing program of the Club without regard for their expectations of fair return on an investment in their professional careers, that they are not being given a free choice on how they choose to pursue their careers and spend their earnings. To argue, as Brower does, that the Sierra Club having paid large sums in royalties on published books is reasonable justification for requesting reduced royalties in the future, ignores the relationship between royalties and sales. Royalties are a contingent fee to the author, who gambles equally with the Sierra Club on the success of his book. If it fails he loses his investment too. To ask him -- and expect him as Brower seems to do -- to accept a greater risk because he is an individual and because he should be dedicated to the principles of conservation, is illogical and presumptuous.

My position in relation to the Executive Director is more difficult than that of other photographers and authors because I am a member of the Board of Directors, and the question of conflict of interest arises. But because of the difficulty in my position blocking a direct solution of the issues involved, I have recently consulted Diarmuid Russell, a literary agent in New York of high repute, who on the basis of what he had heard about the Sierra Club contracts and what I told him, remarked that they require too much of the author.

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Before asking Mr. Russell to represent me in future negotiations with publishers, I consider it only polite to inform you that I am contemplating this course of action. Whether I do engage an agent will depend on what satisfaction I am able to obtain for my objections to numerous provisions of the contracts.

I find the treatment I have been accorded particularly infuriating in view of David Brower's frequent reference to me as the "most valuable property of the Sierra Club", a designation which, though I detest, I have tolerated as a semi-humorous quip on his part. However, if I am so valuable to the Sierra Club, then I should be treated according to my worth. The Club has published four books by me, three of which I entirely originated and one -- Glen Canyon -- was at least two-thirds my idea. It is currently publishing a two-volume Galapagos work, which I also initiated, and which has been wholly my book from the start, and to which I have lent the Sierra Club \$13,000 on a contingent basis, repayable only in the event of publication. I do not believe any of my books have been a financial failure, whereas one has been a sensational success. This record reinforces Brower's opinion of my value and should merit, one would think, more reward for my contribution rather than less.

Decisions concerning my books are made unilaterally without my even being informed, much less consulted. Subsidiary rights are distributed without my knowledge. Royalties are reduced arbitrarily when other publishers would offer more. I am accused of being traitorous and unethical for accepting a contract with another publisher for books which the Sierra Club could not accept and on terms it could not match.

I do not know what recourse I have should the Sierra Club continue to pursue unilaterally a policy on contracts which is unacceptable to authors and photographers, but such a policy could have a profound effect on my relationship to the Club.

Sincerely,

Eliot F. Porter

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