

19 May 1969

Mr. Phillip Berry, President
Sierra Club
1050 Mills Tower
San Francisco, Calif.

Dear Phil:

Today I received a Sierra Club check for \$7,848.97 for paper back royalties to 9/30/68 on Glen Canyon and Summer Island. Of course I am glad that the Club was able to make this partial payment on paper back royalties owed me as of the above date. I note, however, that rate of payment on Glen Canyon is 5% - 2½% whereas on Summer Island it is 3% - 1½%.

I am aware of no agreement under which the royalties payable on Summer Island paperback are less than either In Wildness or Glen Canyon. The letter of agreement o/n In Wildness specifies 7/8th of 50% for subsidiary rights, 1/8th of 50% being payable to Joseph Wood Krutch. I also have a copy of a reprint Contract between Sierra Club and Ballantine Books which specifies 10% royalties to the Sierra Club on these books including In Wildness. I have seen no contract between Ballantine and Sierra Club on any other Sierra Club publications.

Therefore, to my knowledge, no precedent or instrument exists permitting a reduction of royalty payments to the authors of other paperback reprints. To describe this action reducing royalty rates as unilateral is to apply the most forbearing language to it. I cannot accept the statement of February 21, 1969 on Summer Island Royalties (paperback) as correct, nor will I ~~accept~~ accept these rates on Summer Island sales since September 30, 1968 unless you can provide a signed agreement.

I expect you to give this matter your immediate attention.

Please send copies of this letter to Dr. Wayjourn, Charles Huestis, and Clifford Rudden.

Yours sincerely,

