

30 March 1973

Mr. Timothy Seldes
Russell & Volkening, Inc.
551 Fifth Avenue
New York, N. Y. 10017

Dear Tim:

Thank you for sending me the copies of Walker's and Epp's letters.

After talking with you the other day on the telephone I called up John Mitchell at the Sierra Club office in San Francisco and after a lengthy discussion with him he agreed to give me the decision within two weeks by the Publications Committee, which meets on the 31st of this month, on the matter of the rights to SUMMER ISLAND and The Place No One Knew. However, I question whether the decision as to the disposal of these books is entirely theirs to make.

Epp's letter brings up a number of presumptions which should be called to his or the Publications Committee's attention. They are:

- 1) Second paragraph, re. Summer Island: The contract with Ballantine expires in June this year unless renewed. Is renewal a unilateral privilege of the Sierra Club? He goes on to say that the S.C. did not give six months notice as stated in the contract. Does this failure abrogate the contract?
- 2) Third paragraph: I have also mentioned our reluctance to let hardcover rights revert so long as the paperback contract is valid and depends upon our maintaining the copyright. Reluctance is not the controlling factor on reversion. Moreover, if the validity of the paperback contract rests on maintaining the hardcover ~~the hardcover~~ copyright its validity may already have been damaged.
- 3) Fourth paragraph: If Ballantine revises and reprints the book, I doubt the wisdom of printing in hardcover at the same time. Can Ballantine claim the right to revise without consulting me? And, does judgement as to wisdom bestow a right?
- 4) Fourth paragraph continued: When Epp speaks of a deal not looking good to us is he excluding the author? And at the end of the paragraph who decides when the last resort has been exhausted?
- 5) Fifth paragraph: For Ballantine to proceed with a revised printing.... Again, revision is not a unilateral responsibility. Also, Epp speaks of offering me a standard hardcover contract based on previous terms, which he should realize may not be satisfactory to me. I do not appreciate this patronizing attitude with which he goes on to say that if all goes wrong the Sierra Club would be prepared to negotiate with Dutton. If all else fails there is nothing left for the S.C. to negotiate with.

Maybe I am nit picking but I believe the Sierra Club has to be brought to realize they are not in a position to distribute largesse and that other interests than theirs are involved.

But maybe SLT