

Copy to: Mr. Theodore Wilentz

Copy to: Mr. Eliot Porter ✓

August 13, 1968

Mr. David Brower  
Sierra Club  
Mills Tower  
San Francisco, California 94104

Dear Mr. Brower:

As you may know, I have had talks with Mr. Wilentz and I have passed on to Mr. Porter the substance of these. But there are still some areas in dispute.

The payment to Conservation Foundation, now shifted to being a payment to Mr. Milton; Mr. Porter remarked about this as follows:

"Very early in discussions with Brower about Galapagos royalties I expressed firm objection to the payment of royalties to John Milton of the Conservation Foundation in remuneration for his contribution to the volumes. I said that he should be paid a flat fee. To reward him this way would not have been out of line with Sierra Club policy on other publications. When I received the first proposed Galapagos contract, John Milton was not mentioned in the royalty division. However, it was proposed to assign 10% of the royalties to David Brower. Since he is employed by the Sierra Club as Executive Director and assumes a large share of editorial responsibility this assignment seemed to me to be quite improper if not illegal. On objection it developed that Brower intended to pay the 10% assigned to his discretion to the Conservation Foundation. He told me that this share to the Foundation was necessary if the Sierra Club was to work with it in the future. On this basis I agreed to this distribution provided that the Sierra Club would agree to a flat 8% royalty. Then it developed that such a payment to the Conservation Foundation would be illegal and jeopardize the incorporated status of the Sierra Club. Confronted with this situation, David Brower then stated that the 10% of the 8% total royalty was intended for John Milton as remuneration for his chapter on the conservation problems of the Galapagos Islands. Thus my objection to rewarding Milton with royalties as been circumvented.

"There may still be a question of legality here since Milton was employed by the Conservation Foundation to report on the ecology and conservation problems of the Galapagos, and the chapter is this report.

"To pay Milton a flat fee for his contribution is quite in line with publishing practice as far as I understand it. And it is consistent with a request I have just received from the University of Chicago to write a chapter for a volume on the civilization of the United States to be published by Thames-Hudson and to be distributed by McGraw-Hill. The fee offered was \$1000 for 10,000 words."

I do agree about this. The sharings by Mr. Milton and Kenneth Brower seem very large rewards for their contributions, and to place them on the same level as Loren Eiseley seems out of proportion.



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Mr. Porter accepts your 15% share of his movie rights and agrees with me that 50% of foreign rights is far too much. What I suggested he will accept -- that Sierra take 20% after all translation costs Sierra may have incurred or agents' commissions are deducted. Any publisher would think this ample. He also agrees to the poster royalty of 6%.

He still has, as do I, a strong objection to the names of Milton and Ken Brower appearing on the jacket or cloth of the book. Mention on title page seems completely adequate for what are admittedly lesser contributions.

I have also raised in conversation and letter the question of the repayment of the \$5,000 withheld from Mr. Porter's royalties. This should be done as quickly as possible, and I would like to have a date set for this. I also feel it necessary to have dates set for the repayment of the \$8,000 loan. Mr. Porter should not be left in doubt about these dates. He does have his own affairs to take care of -- and \$13,000 is not a small sum of money.

Yours sincerely,

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Diarmuid Russell

\* This letter was forwarded to me from Mr. Russell during his vacation, for me to type and mail; hence I have signed for him.

Secretary to Mr. Russell