

Great Spruce Head Island  
Sunset, Maine  
04683

3 July 1968

Mr. Diarmuid Russell  
551 Fifth Avenue  
New York, N. Y.

Dear Mr. Russell:

My education on the negotiations of contracts is advancing fast although the agreement on contracts is not. I was feeling quite happy in the belief that most of my disagreements with the Sierra Club had been resolved and now they are all unsettled again and the pot is boiling over once more. In answering and commenting on your letter of June 26 it will simplify matters to take up the various points by page and paragraph. I would have done this sooner had I not been away in the Smokies finishing up that project for Dutton during the past week.

Page 1, Paragraph 1. It is my recollection that the Nov. 27 letter which I remember concerned only the royalty rates for Baja California. I have no copy of this letter with me, but when I return to Santa Fe I will check it and if it does mention Galapagos specifically there will be nothing for me to do except concede this point and accept 6%. In the mean time perhaps Brower could send you a Xerox copy.

Page 2, Par. 2. I cannot accept the 10% for the Conservation Foundation which is being introduced as a second thought, unplanned and not previously mentioned or considered. To repeat: the Galapagos trip was conceived and inspired by me and in large part financed by me. I was not consulted on the decision to send John Milton of the Conservation Foundation or Kenneth Brower of the Sierra Club on the expedition; they were sent by Brower. John Milton went as a consulting ecologist and Kenneth Brower as an editor. There was never any mention of their making a literary contribution. Before the expedition started I had clearly stated that in lieu of Eiseley's participation I wanted to write the major part of the text. The expenses that Milton incurred for his organization were not excessive, amounting to his plane ticket to Ecuador and return and his board and lodging in the Galapagos and share of the charter cruises. I paid all the bills while we were in the islands and so have a complete record of costs. Milton reimbursed me for his share which amounted to not more than a few hundred dollars. His trip to Ecuador was made not exclusively for the Galapagos but also for the purpose of making a survey of ecological resources in the Ecuadorian Andes. Ten percent of 5% of the retail price of 10,000 volumes at \$50 a set is \$3000, an excessive remuneration for the Conservation Foundation.

Page 2, Par. 3. The jointness of this venture with Milton and Brower was never specified at the start but was insinuated gradually later. I have never denied that the contributions of young Brower as editor and Milton's for a short piece on the ecological and conservation problems of the islands should be remunerated. They should, however, be paid for on a fixed fee basis. A thousand dollars for Milton's contribution would be generous. The remuneration for Brower's contribution is more complicated because he is acting not alone as an editor but as a writer as well. There is conflict of interest here. Should an editor decide on his own contribution for which he will receive royalties? Does K. Brower receive a salary from the Sierra Club, or other compensation, as an editor?



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There are many aspects of this question of the division of royalties that I find very difficult to understand. Decisions about sharing are taken arbitrarily, sprung late during the negotiations, and made without prior consultation with me without even informing me that they are contemplated. These decisions go too far for the textual content of the books. Let me inform you how the project came about: Briefly, at my suggestion and initiative the project was to be a joint undertaking with Eiseley, he as writer and I as photographer sharing equally. Then when he dropped out for personal reasons (health, hypochondria) I told David Brower that I wanted to write the principal part of the text. He made no objection. When we returned from the islands I immediately set about this task during the autumn of the same year following a second trip to Baja California. I was urged to get at this task with all speed and by February I had completed 100 pages. A copy was sent to Brower and he raised no objections, but I have good reason to believe that he didn't read it. Kenneth Brower in the mean time wrote a very nice piece on a family in the islands entitled "Fiddie". David Brower suggested that "Fiddie" should be included in the books and I made no objection. It never occurred to me however that this contribution would call for a sharing of royalties. That spring I went to Greece for two months. In the summer I made two trips down the Grand Canyon. In the fall, one year after starting my writing, I undertook to finish the text and promised to have it completed by March of 1968 which I did. During the winter of 1967-68 it gradually began to develop that other contributions to the text would be greatly enlarged. Loren Eiseley had agreed to ~~an~~ provide an introduction, a proposal with which I completely concurred and still do. He was to receive by a sort of tacit agreement a 10% share in the royalties. But, another contributor, John Milton of the Conservation Foundation was asked to write his proposals for the conservation of the Galapagos fauna and flora which would include a survey of the ecology of the islands. This was all right with me too because it would amount to a justification for the volumes on a conservation basis which was the purpose for the publication. This was the explicit part of the justification. The implicit part as in "IN Wildness" was to be found in the photographs and in my part of the text. No mention was made of sharing of royalties for this part of the text. In February, at the Sierra Club Board of Directors Meeting, the president of the Club told me that it was financially important for me to finish my text soon so that the books could be published in time for the Christmas trade. I promised to do so and did. The implication in this request was that my textual contribution would be an important part of the volumes. Eiseley's and Milton's contributions were finished weeks later than mine. Today it develops that I am considered the one who is holding up publication by not accepting the contract and by not accepting the editing of by Brower and Brower of my text. I repeatedly asked for their opinions on my writing and repeatedly received no answer or was stalled off - they hadn't gotten to it yet or were about to take it up. A curious inconsistency appears in the Minutes of the Publication Committee Meeting for March 15, 1968:

### 3. GALAPAGOS PROGRESS REPORT

Brower reported that material was not yet ready for submission to readers (Huestis and Piteika). Color was done, Porter text was in and edited (emphasis added), and Ken Brower had laid out Volume I. But text from Eiseley and from Milton was not in yet. It was expected soon.

This is a false statement since the editing of my text had not even begun. I certainly had received no word about it, suggestions for changes or abridgement. Now, at this late date, I receive a rather scolding letter from Brower that threatens the abandonment of my text if I don't accept his heavy editing. (Letter included with angry scribbling on margin. Please save.) I feel like reminding him that he will not



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have books if I do not sign the contract.

Page 2, Par. 4. I can't comment on First Serial rights since I do not understand what this may involve in photograph sales. Off hand I would think that this falls under subsidiary rights if reprints are sold but not if original photographic prints are meant. I do not wish to share in Serial Rights on Eiseley's work and I should think that the reverse would apply to him. Lets work along that line.

Page 2, Par. 1 I will not grant carte blanche foreign translation rights without an agreement on sharing of the proceeds.

Page 2, Par. 2. I am willing to agree to the following on royalty rates:

6% on the first 10,000 copies and 8% thereafter divided  
80% to me  
10% to Eiseley  
10% to Kenneth Brower

or 8% on all copies published divided  
70% to me  
10% to Eiseley  
10% to Kenneth Brower  
10% to the Conservation Foundation

This is final.

Page 2, Par. 5. As I understand my agreement with Macrae I undertook to supply at least 48 color photographs and an unspecified number of black and white. I already have several hundred transparencies. The number of B & W can be negotiated when all the pictures are assembled. I expect to present a proposal of at least 60 color pictures and no black and white, but B & W can always be made from color.

Page 2, Par. 7. My chief concern is Brower's arbitrary and threatening manner concerning my written part. I see no reason why it should be reduced to 17,000 words in order to accommodate his and his son's words. They are both editors and are in a sense insinuating themselves into this work. Why should David Brower write more than a very short forward. What is happening is that he is advancing his son at my expense, cutting down on my contribution and increasing Kenneth's. This has a name: nepotism. I am not being treated frankly and openly.

Page 2, Par. 8. On Ballentine paper editions 2% to Sierra Club for supervision is too much. I has to be a flat sum, the same for all books. I know perfectly well that supervision does not cost 2% of a large paperback edition. A thousand dollars would supervise a lot of paperbacks.

Maybe I am getting crotchety in my old age, but I am not the only one, Krutch is furious about Baja California. He refused permission to use his work but the S.C. went ahead anyway. I enclose his letters. Eiseley is beginning to doubt the integrity of the S.C. as he hasn't yet been paid. I enclose his letter ~~xxxxxx~~, a copy from David Hales, which I ask you to return. As you see Krutch suggests that you represent him as well as me. And all the photographers are up in arms against the Sierra Club. The trouble is I am beginning to see is the arbitrary and dictatorial ways of David Brower.

Sincerely,

