

21 October 1985

Dear Barbara,

Thank you very much for your letter of concern. Please say to believe me that the problems currently plaguing David and the rest of the family are never far from my thoughts. I wrote you a long ^{the book project} letter last week to give you a ^{more} ~~review~~ ^{in writing}, so that you can understand ~~the~~ the present situation and how it evolved. I have always been honest and very frank with Craig Jensen and David concerning my finances. I have never tried to mislead anybody or to lead them into difficult circumstances.

The difficulty lies in the fact that I have attempted a truly monumental task with absolutely no publishing experience whatsoever. In spite of David's sympathy and our collaboration with John Groves, I have gotten very little helpful advice from either one, advice which might have helped me to avoid some of the many pitfalls which have constantly threatened this project. I want you to understand that I am still very proud of what has been done, both by others and by myself. I have made many good moves and decisions along the way, and the book is going to be very special as a result. However, when I did make ~~a~~ ^{they finally} ~~mistake~~ ^{when} ~~it was~~ ^{an} ~~error~~ ^{error}

of a big one. Some of these mistakes were
concerned event ones which I had some
control, but there have been several complications
which were beyond my control and these
have contributed profoundly to many of the
biggest problems which all of us have experienced.

When you think about ^{it} we have come
a very long way. Scott and I are two
good artists who ~~make~~ have made a decent
living from our work but have never
been made rich by either painting. We are
not well known artists of our general
area and we are not ^{professional} wild life painters or
^{professional} writers. Yet we have labored, I believe
rather successfully, to construct the groundwork
for an ^{amazing} ~~truly~~ amazing publication. We have been
committed to this deal for more than 8 years.
We have been working, especially hard for
the last 5 years. It must be kept in mind
that as important as Wind River Pass is to us
it is only a part of a very complicated artistic
and business enterprise with vital interests
hanging little or nothing, to do with printing,
problems. Printing, and printing, business of Donald's
concern which I must see to a whole catalogue
of needs and interests.

In planning this book project I was
not so unsophisticated that I did not

All the book project was tailor made to be ~~acceptable~~ ^{conformable} to Murphy's law. I knew ~~that~~ ^{from} there would be delays. I have caused some of them myself. But there have been other delays which cost me dearly, delays over which, I, though I did, I had ^{absolutely} no control. We were held up time after time by the slow pace of the Board of Directors of the Fort Worth Museum of Science and History. Our ^{proposal} ~~proposal~~ ^{from the Brown Book} depended upon the Museum's purchase of the entire collection of ^{over} original bird paintings. From the very beginning there was much a dispute over the terms of purchase. It took three months for the Executive Board ^{Museum} to approve the principal of purchase and then ^{later} the terms for purchase. This was ^{finally} ~~then~~ submitted to the General Board of Directors ^{for} to approval. ~~the terms of purchase~~. Then the actual contract had to be submitted and approved. The General Board meets only once a month. If one small clause needed to be modified or made more clear then it would take another month for approval. Once there was not a sufficient quorum to make their decision and so the contract was delayed for another month. On another occasion the lawyer was late in making a contract change and so another month was lost. The cumulative effect of all these

delays was to delay the processing of our loan by the Bowe Bank until we entered a signed purchase contract ^{from the Museum} to insure that the paintings would be sufficient collateral for the loan. We had been approached ^{by the Bank} shortly after our public showing of the Birds on May 5th 1984, the Show which David attended. We did not start talking to the Bank until June. After we had been approached ^{by the Museum} by the ~~Museum~~ ^{of Science & History} a board member of the Museum of Science & History, with a suggestion the museum might be interested in buying the collection. Finally the Bank became satisfied that the sale would go through in spite of our signed contract. At the Bank's board of directors ^{approved} ~~granted~~ the loan, and we signed the papers in the first week of January.

You should keep in mind that our main public subscription drive began on May 5th, 1984. I had previously collected money on two ^{one} separate deals for artist's copies to raise money to purchase ^{and reimburse} the small building, that Scott ^{for} ~~and~~ used to display the pictures and ^{but} ~~all~~ the bird book to potential subscribers. I raised \$20,000 for this purpose. The money came from my brother and a close family friend both of whom have believed in the project from the beginning. Both Scott and I agreed to paint pictures for sale about May 5th. As it came to organizing the complex business details,

for the book and to this day I have worked
only on the drawings for the bird paintings.
Scott has been painting continuously on the
bird with a living intention to paint Townsend
Crow's portrait. Thus since May 5 of last
year our regular income has ceased, and
we have lived and met our financial obligations
with money ^{largely} raised from ^{unusually} subscriptions. ~~From~~
For almost a ^{18 months} year and a half, much of which
have been months of delays, the costs of
simple survival have kept mounting.

It had originally been our plan to have
David Holman do only the text for "Of Birds and Trees".
~~The color work~~ I was going to have the color printing
done by one or more good commercial printers
in North Texas. Blanks Engraving had just
finished printing the Oyster Catcher and I was
quite pleased ^{with it}. On late July I received a letter
from David ^{Thompson} dated July 24, 1884. I now call
it the "infamous July 24th letter." In that letter
David ~~proposed~~ made an offer to do the
entire project, ~~on terms that~~ ~~he offered~~ both
the text and the color work on terms which
were too good to refuse. I closed relations
with Blanks Engraving, and informed David
that I ~~could~~ agreed to his proposal.

In the light of the fine quality of David's
work, and the enhanced artistic integrity of

Color work
by David

the book I have no doubt that I made the right decision to use David for the whole project. But quite frankly as a business decision it was and is ^{without} a doubt the worst single tactical ^{mistake} ~~decision~~ that I have made. ~~If this project fails, failure is just it and because of~~

By choosing David for the entire project I caused a critical delay in the color work printing, while David searched for the proper equipment to do the job. (If we had used Blomberg Engraving, all the color work would have been done by February 1985 except for the ^{final} ~~last~~ pictures which Scott has ^{since} substituted for earlier work ~~panels~~ painted for the book). In September David moved ~~with this~~ as quickly as possible to get a color press. In fact he moved too fast for me to keep up with him. Before I knew it he needed money for his press, a deposit at least. I was somewhat reluctant to send the \$9,000 because we had not signed a formal contract. Also by that September I had not yet secured our loan with the bank because of delays with the museum purchase contract. Finally, I decided to send Holman the money, hoping as I did that there would be no contract dispute. I was advised to send no more money until all the contracts were signed and the loan

Transactions were completed. It took from
early July to late December to complete the
loan business. Scott and I signed the paper
on January 5, 1895. Meanwhile the ^{printing} contract
had been presented to Davis based ^{primarily} on his
July 26th letter of offer. Davis was for
various reasons uncomfortable with the contract
and a month or so passed in which our
relations slowly deteriorated. To be candid with
you, I decided to choose ^{over} another designer and
printer both from out of State. These people
had agreed to do the work. I gave Henry Anger,
my attorney, 24 hours to make an agreement
with Davis or I was going to go elsewhere. It
came that close! By the time we signed the
contract in Denver's office ^{on February 8th 1895} more than 8 months
had passed. In addition 4 months were
to pass while Davis ^{got} ~~could~~ ^{get} his press in ^{shape} ~~order~~
to print the first two prints which were completed
on the 19th of June. Then there was a problem with
the rollers or the ink dispensing which resulted
in the delay of another month before more
color work was completed. Also during this
time Davis ~~finally~~ got the letterpress that he wanted,
removed the other letterpress and finally got the
letterpress working. I, on the other hand, was late
in getting ^{the completed} ~~my~~ manuscript to Davis which had
to be edited before sending it to San Francisco.

All these delays could not be foreseen
or planned for. It would have been
nice for all of us if David owned a company
with all the necessary facilities already
in place, if the book had been completely
written, ~~all~~ with all of the painting,
~~tom~~ painted and the money raised and
in the bank. - all this before any work
actually began on the finished book. It
would ~~also~~ have been convenient if I had
been independently wealthy or if Craig Jensen
and David had been more firmly established
in business, ~~not living so~~ with some marginal
financial security to help compensate for economic
shortfalls. The truth of the matter is that
all of us are small-time business people
trying to undertake a big time business
project to produce a truly historical publication
that will enhance all our careers if we
want it to. I say "if", because I don't
think David is really interested in that sort
of thing. I do think, though, that he would
like to reach a point where he could pick
and choose his projects with an opportunity
for achieving greater public recognition and
financial security from the protection of his art.

I have just reviewed the San. Museum

purchase contract with Don Otto, the
Director of the Museum of Science and History.
Everything has been OK'd by him and me,
and the board will make the final approval
~~later~~ in the first week in November. Already
more than \$100,000 has been pledged to make
the first payment for the pictures. These persons
have already signed pledge cards but
they cannot ~~give~~ legally give money until
the museum signs the purchase contract.
In addition to this money we have
around \$60,000 in ^{our} escrow account which
can not be touched until the books are finished
and ready for delivery. There is an additional
\$49,000 to be paid by subscribers who have
made a down payment for their books and
must pay the balance within 30 days of
receiving notice that the books are ready
for delivery. There is even an additional
list of ~~the~~ people who definitely want a book
but who do not want to sign a contract or
pay any money until the book is actually
~~put~~ produced. This will result for an extra
income of from \$45,000 to \$75,000. Finally, there
is a major article appearing in Texas Homes
Magazine - the first statewide publication to
cover our project. ~~It has~~ I have just seen it.
The article is excellent and there are 5 color

reproduction! We are running a half
page color add in the December issue
for possible Christmas business. We are also
having, an opening, at ~~our~~ ^{our} ~~very~~ gallery in
providence to have a ^{first} print sale for a limited
time only. We should get more book sales
out of the show, ~~also~~.

of the ~~estimated~~ ^{estimated} \$245,000 to \$275,000 income

In all we shall ~~have~~ ^{have} an income at
the completion

If the boat is finished on time there
will be the following, ^{immediate income} ~~income~~ available
to pay all final bills:

- 1) 60,000 Escrow Account
- 2) 40,000 Balance due on delivery of Boats
- 3) 45,000 to 75,000 ^{from non continued deliveries} ~~from collector who do not~~
want

4) 100,000 first payment from the Mus of San Fran

~~\$245,000~~ ^{\$}275,000

The \$100,000 pledged by the museum
will go to the Bowie Bank. The remaining
\$145,000 to ^{\$}175,000 will ^{mostly} go to paying, Davis and
Craig, ^{and other business costs} ~~the boat and they~~ as it should be
kept in mind that once the boat is produced

I will be able to secure coverage in the form of book reviews and the book itself will be ^{ready} easier to sell and to promote. I have no doubts that we will sell all the copies when people outside of this circle learn of the project. But we must have a book. Continued delays on all sides have placed a tremendous burden on my time and my finances. What Ralph Carr and I with and I have achieved is really remarkable promotion, but selling this book is really remarkable considering the fact that no book yet exists! However, there is only so much a person can do to sell a product without actually having a product to sell. And I think that we have just about exhausted ~~those~~ ^{our selling} ~~resources~~.

If the book is not in the hands of our subscribers before Christmas then I, frankly, do not know what will happen. Already we have had trouble collecting from cautious subscribers who prefer to wait the month and a half until the proposed delivery date. Nobody has with reason yet said we can expect with doubts if we do not meet this deadline. If we do not have books to deliver, then will not have enough money to continue the work. A prolonged delay could

Bank

It might

the bank to become nervous and recall its loan. At that point the project could collapse with all the horrible consequences ^{expected} that that could mean. I don't expect this to happen, but as a worst scenario it could happen. To have come this far only to fail. The thought for me is unthinkable, but I can not ignore ~~the~~ ^{the possibility} such thoughts.

I told David in the beginning, that as an amateur in the publishing field I needed guidance from him in order ~~for~~ me to keep my commitments to him, and to avoid as much as possible any mistakes. Unfortunately I have really gotten little more than the most perfunctory help. Ordinarily David should not have to act as a neophyte ^{in the} in publishing business but I was relying on his help and I told him so. I also told him that I knew so little that I was not certain that I even knew the right questions to ask. ^{kept at} I have repeatedly asked for a schedule for sending materials and for making payments, but to date we have received little ^{specific} information regarding them.

The book is easy to sell and, as I have said, we have done a good job selling it. But the cost of producing the project going, during all the delays has amounted to more than \$90,000 extra dollars which has ~~at~~ ^{my} eliminated ~~the~~ a economic

Cushman and I have made the project very well rounded
in its final ^{stage of} production. ~~These~~ You must remember
that besides ^{Daniel} ~~you~~ and Craig there are attorneys fees,
Secretarial wages, Ralph Carr's salary as project manager,
Banking, Costs for my gallery and the kind book loan,
other printers, costs, framing, costs etc etc etc. All of
these people feel that their contribution is as
important to the success of the project as ~~as important~~
as that ^{work of the} printer and the binder put in a way they
are right.