

1985 definitely
21 Oct 1986 ?

Dear Barbara and David,

Thank you very much for your letter of concern. Please try to believe me that the problems currently plaguing David and the rest of your family are never far from my thoughts. I wrote you a long letter last week reviewing the financial history of the entire project which is so complicated that it is even difficult for me to remember it all. Unfortunately I have been so busy lately that I have misplaced the letter somewhere, and so I am starting over again. I hope that the following letter will help you to understand how this project has evolved and how we have reached the present difficulties. I have always been up front and honest with David and Craig about my finances. In fact I have told them more than I have told anybody except our accountant, because I wanted as few surprises as possible for everyone including Scott and myself. I have never tried to mislead anybody or to lead anybody into difficult circumstances.

The main difficulty lies in the fact that Scott and I have attempted a truly monumental task with absolutely no prior publishing experience. In spite of David's sympathy and also our collaboration with John Graves, I have gotten very little helpful advice from either one, advice that might have helped me to avoid many of the 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. I believe that Of Birds and Texas will be very special because of all the talented people who have been involved. Unfortunately when I did make mistakes they surely were big ones! Some of these mistakes concerned events over which I did have some control and there ^{were} complications over which I had no control. My errors in judgement have contributed profoundly to most of the worst problems which all of us are experiencing.

If you think about it, Scott and I have come a very long way for two artists who have made a decent living from their work but are far from rich, who are respected but not well-known out of this general area, who paint birds but are not professional wildlife painters, who have also labored on a text but are not professional writers. Yet we have labored rather successfully to construct the groundwork for producing an amazing publication. We have been committed to this book project for more than eight years. We have been working especially hard for the last five years. It must be kept in mind that as important as Wind River Press is to us, it is but one part of a very complicated artistic and business enterprise with other people and interests having little or nothing to do with printing problems. Printing and printing business is David's main concern while I must administer to a whole catalogue of needs and demands.

In planning this book project I was not so naive that I wasn't worried about the possibility of things going wrong. The book project is tailor-made to be vulnerable to Murphy's Law. I knew that there would be delays, but I had no way of knowing how profoundly these delays would affect the financing and production of the bird book. Though I caused some of these delays myself, there were others which were beyond my control. Both have cost me dearly. One of the most damaging hold-ups has concerned the prolonged handling of the contract dealing with the purchase of our original bird paintings by the Museum of Science and History. We were held up time after time by the tardy actions of the museum's Board of Directors for the most trivial reasons. There was never any dispute of the terms of purchase. It took three months for the Executive Board to approve the principle of the purchase and to arrive at the terms for purchase. This was finally submitted to the General Board of Directors for approval. This board meets only once a month. If one small clause needed to be modified and made more clear, then the contract would have to be altered and submitted again the following month. I offered to sit in on the meeting⁵ so that changes could be made on the spot, but I was not invited to do so. Once there was not even a sufficient quorum to vote at all. On another occasion their lawyer was not ready with the simple contract changes though he had had a month to do so. Thus passed month after month of delay, and the cumulative effect of these delays was to slow the processing of our loan by the Camp Bowie National Bank which wanted a signed purchase contract with the Museum to insure that our bird paintings would be sufficient collateral for the loan. (We had been approached by an officer of the bank who suggested that the bank might be^N interested in making the loan for such an important project. This occurred during our first public showing of the birds in May of 1984, a show which David attended.) Finally in December 1984 with the museum contract still not signed, the Bowie Bank, knowing that the sale would go through, went ahead and approved our loan. We signed the loan papers during the first week in January, 1985. This process took eight months.

1484

Our actual subscription drive began on May 5th^{at} our art opening at Ralph Carr's gallery. I had previously collected money from two subscribers for artist's copies. I raised \$30,000 to purchase and remodel my gallery in order to display our our bird pictures and bird book model to prospective clients. With the beginning of our subscription drive both Scott and I ceased painting for a living. Scott turned his attention exclusively to finishing the remaining bird paintings while I set about to manage the many complex business details for the book. To this day I have only worked on the preliminary pencil drawings for the bird paintings. Scott only quit bird painting^{once}, and that was to paint a portrait of Trammell Crow. Thus since May of 1984 my brother and I have depended almost entirely on income derived

the sales of subscriptions, subscription money that was not put into the escrow account. We have lived frugally on this money, but funds that had to be spent for our livelihood, and Ralph Carr's wages and the wages of our secretary, Lucy Ford, made considerable inroads on the money raised from subscribers. To these expenses add the costs of attorneys' fees, Photography, non-Holman printing costs, Gallery upkeep and the costs of financing loans and framing expenses and travel etc., etc., etc.. It does not take a financial genius to see how eighteen months of delays have cost us more than \$90,000 in unbudgeted expenses. Since David and Craig and Scott and I are small-time business people, we have had very little financial cushion to absorb the impact of large unanticipated costs. All of us have had to bear the extra logistical ^{burden} arising out of the fact that David had to acquire two presses to do the printing. It certainly would have been easier on David and on Scott and me if David already had these facilities in place.

* * * * *

I have just reviewed the purchase contract with the Museum of Science and History Director, Don Otto. We have mutually OK'd everything, and the General Board should make the final approval in the first week of November — if all goes right. To date, already more than \$100,000 worth of pledge cards have been signed by donors to the museum. However, no money can be collected until the purchase contract between the museum and Scott and me is signed officially. In addition to this when the books are ready for delivery we can get an additional \$60,000 from our escrow account and another \$40,000 from balances due from a number of subscribers. There is even an additional \$45,000 to \$75,000 in sales to people who do not want to be bothered by contracts or deposits or waiting lists but who have told us that they will buy a book when the books are finished. Thus we have a potential income of between \$245,000 and \$275,000 when the books are completed. We will pay the bank \$100,000 as soon as we get it from the museum, and the rest will be for paying David and Craig to whom we owe ^{the} major part of our bills.

Also once the book is actually in our hands, I will be able to get more coverage in the form of book reviews and magazine articles. Many periodicals and newspapers are very interested in publishing something, but they want to see the book first. There is a major article with five color reproductions coming out in the November issue of Texas Homes Magazine, and we are running an expensive half page color ad in the December issue of Texas Homes which should get us a number of pre-Christmas sales. The Texas Homes article and ad is the first real test of the book's saleabil-

4
ity, because the magazine has a state-wide audience of more than 150,000. The only way that I got this article was through private contacts. Until I pulled a few strings the magazine told me it was interested but to contact them as soon as the book was finished. It is truly amazing how well we have done without a book, but there are limits to what we can do without a book, and I think that we have just about reached those limits. If the book is not in the hands of our subscribers before Christmas then, frankly, I do not know what will happen. I feel that I simply do not have any more rabbits to pull out of my hat. Already we have had considerable trouble collecting money from recent subscribers who know about our past delays and prefer to wait the month and a half until the book is out to pay us. We have had no defections from subscribers, but there has been grumbling. I really do not know what will happen if the book is delayed again, but if book stores which have accounted for the sale of about forty books should demand their money back — this alone could be a serious financial setback which could jeopardize our loans and even wreck the project even at this late hour.

David, if you are having trouble with your color separators and paper people, you must let me know what it is that they are owed! Try to explain to them that the money is there to pay all bills if the books are done in time. I would not tell you this if it were not true, because knowing the truth about our finances is as critical to me as to you. I now have my house mortgaged to raise sufficient money to keep the project going during these last few weeks. I would never have done that and risked my brother's and my own security just to bail you out or to keep Craig Jensen afloat. I got the loan for all of us, of course, but I got the loan because I know that enough money to relieve the situation and to pay everybody is simply waiting there to be handed over only when the book is completed. Can I be any more clear to you than that I will keep money coming as fast as I can get it. I am not going to deplete all my money by sending it to you, because I need funds for advertising and the forthcoming print show at my gallery on November 15, 16 and 17. I have never had a print show before, and I am not sure what to expect. Our painting shows are always successful and well-attended, and this exhibition and sale should be no different.

For once, David, I feel that the ball is in your court. My responsibilities of course never cease, but I am calling on you to use some finesse with your creditors. Tell them the truth as I have told you. Or better yet, have them call me, or give me their addresses so that I can write them myself. Oddly enough in this situation, the truth is our best argument and our best protection. I told you in the beginning of this project that as a complete amateur in the publishing business, I would need guidance from you in order to keep my commitments to you and avoid as many mistakes

as possible. Unfortunately I have gotten very little advice or help from you. Ordinarily it should not be your job to have to wet nurse a neophyte publisher.

I told you early on that I knew so little about the scheduling and requirements for publishing a book that often I would not even know how to ask the right questions. Ralph Carr has repeatedly asked you for me and for his own needs to give us a written schedual of times or deadlines for manuscript corrections, for delivery of original paintings and transparencies, time required for printing the text and colorwork etc. But to date the only thing that we seem to get from you is a bill, and a schedual of our ^{financial} responsibilities to you. I realize that past delays have caused all of us to alter our mutual scheduals of performance as outlined in the contract. Each of us has been directly or indirectly responsible for these delays and changes in performance.

Without belaboring the point, I might mention that none of us would be experiencing the present difficulties, if I had not altered my original plans and decided to use David's company to do the color printing. It was my original plan to have Wind River Press print only the text while I farmed out the bird and landscape pictures to one or more good commercial printing companies. Blanks Engraving had just finished printing the Oystercatchers to our great satisfaction when in July ¹⁹⁸⁴ I received a letter outlining David's generous offer to do the color work as well as the text. In the light of the fine quality of David's work and the enhanced artistic integrity of the book I have no doubt that I made the correct decision to use him for the whole project. But, quite frankly as a business decision it was and is, without a doubt, the worst tactical mistake that I have made on this whole project. By choosing David I caused a critical interruption of the color printing then in progress while David searched for a color press. (If I had continued to use Blanks of Dallas, all the color work would have been done by early 1985. All the bird paintings were completed by late 1984, but Scott has since substituted some new pictures for previous ones in order to enhance the variety of the book.) If I had followed my original plan, David's only responsibility would have been to print the manuscript which I would have had him print in the shorter version that was written by early 1985. The delays which cost me so much extra money could have been avoided. Instead David backed off from his offer of July 26th 1984 and another month was lost after we received our loan while David and I worked out a satisfactory contract which was signed on February 8, 1985. It was not until June 19, 1985 that I was able to see the first two prints come off the Holman press. Then there was another month lost while David made further adjustments on his press and printing could begin in earnest. ^{from} From early January to the middle of July, a period of seven months passed with very little work done, and

during most of this time he did not have his letter press installed to do any work on the text, even if I had submitted all the text earlier. During all this time our financial costs continued. Money kept flowing out of our accounts, and for months I had almost nothing to show for it. I hope that David appreciates the faith that I put in him, for I had placed a very great deal of trust in him and his skills. It was quite a gesture considering that I had never seen one example of his colorwork larger than small reproductions from a museum brochure. Had I kept the color work in the hands of Blanks Engraving, I would at least have been able to work with their pressmen to make color adjustments on the press. David made it perfectly clear that Scott and I were not particularly welcome in his press room when he was working. The only time that our suggestions have been listened to is when we are asked to make our comments on the chromolins. Anybody who has done any color work knows that frequently the chromolins are no indication of how the print will look in its final state. The work that David has done has been handsome on most of the reproductions, but I doubt that the public would be able to tell the difference between David's work and that of Blanks.

There is another thing that I would like to mention. In the bill that I received from David on October first I was charged for 75 additional copies of the first batch of prints. The amount was for more than \$4,000! I was standing nearby when Ralph asked for the additional copies to be taken from the trial proofs printed just before the final print was run. These are usually thrown away. Every printer that I have ever worked with has given these first run prints to me freely. I have various uses for them, but they are never signed or sold. We had already ordered 100 extra good prints as protection against print damage. David never told Ralph that we would be charged for these extras. I want David to understand that I do not want any extras other than the original 100 extra prints ordered long ago, and I shall return the 75 extra copies which have already been sent^{to me}.

This letter is already too long. I will end it by saying that I hope that I have explained in writing what I believe to have been the evolution of this project, those good aspects of it along with the bad. Though, I believe, that both of us have abrogated some of the terms of our agreement and have even altered some of the spirit in which the agreement was entered into, I nevertheless want to believe that the essential spirit behind our collaboration survives and will prevail. I shall do everything in my power to fulfill my obligation^s as quickly as I am able. I have overcome too many obstacles to be thwarted at the eleventh hour, and I want the success of this book to be your success as well as my own, an artistic triumph that will aid you in any endeavor that your ambition wishes to take you.

Wheat