

Richard Boren
Scottsdale, AZ

June 28, 2014

Mr. Wayne Joyner
3600 Wilshire Blvd., Suite 2228
Los Angeles, CA 90010

Re: The fate of Galambos' work

Dear Mr. Joyner:

This is in response to your letter of March 21, 2014, which was in reply to my letter of February 4, 2014. (Anyone who has not read these is advised to do so before proceeding. This letter is being transmitted via email and these and other documents mentioned herein are attached. See "Boren to Joyner Feb 2014" and "Joyner to Boren Mar 2014.")

I'll begin with the end of your letter, where you curtly dismiss me with the statement, "The matter is closed; further communication would not be productive." I disagree. Your letter reveals so much about your mindset that I think it would be valuable to continue the discussion with you, if only to make clear the differences between you and a large segment of the FEI graduate community. (By "you" here and elsewhere in this document I generally mean Wayne Joyner, but also include the other trustees and any others responsible for Galambos' property, both now and in the past, as applicable.) Even if you decline to participate, I hope that what I write below, along with the documents referenced, will be *very* productive in terms of the information it provides to other past, present and future persons having an interest in the work of Andrew J. Galambos. I urge interested parties to read and to share this material as they see fit, and I invite comments and criticism.

I am a wholehearted supporter of Galambos' ideas and believe that they should be heard. This is not to say that all of them are correct but, to put it in understated terms, I believe that he offered workable solutions to major problems that have always plagued humanity, and that an effort should be made to teach them and put them to use. Given that you are responsible for publishing, protecting and perpetuating his work, in principle we should be allies, working together to build freedom and enjoying it, so why are we at loggerheads? This letter tries to answer that question and resolve the conflict.

In my letter of February 4

- I asked why you hadn't published the V-201 portion of Book 1 as the contract requires, and urged you to do so.
- I brought to your attention certain errors in the graphics ("slides") that you added to Course V-50 in the process of creating the online version known as V-50 DD.
- I objected to your removal from the V-50 DD recording those segments where Galambos gave credit to Jay Snelson, using Galambos' term "primary murder" to describe your action.

I found your responses unsatisfactory as follows.

Not delivering all of Book 1 to purchasers contradicts Galambos' teaching

I, along with many others, paid in advance for a book of potentially historic importance that would contain the ideas of Andrew J. Galambos as presented in Courses V-50 and V-201. You, as a trustee of his estate, are responsible for publishing that book. In 1999 you published the V-50 portion as Volume 1, but have refused to publish additional volumes containing the material of V-201, for reasons that have not been explained. Your letter of March 14 is no improvement.

In that letter you say that your decision not to publish is based on what Galambos "**actually** says in V-201" [emphasis yours] without offering a single quote in support of that claim. You allege that what he says shows that you were "deeply mistaken" when you published Volume 1, which implies that you won't be publishing the rest. I believe that the reality is that you are deeply mistaken today, and I will support that belief with Galambos' words—direct quotes and more—later in this letter.

You have failed to offer an explanation for your failure to publish. Instead you seem to expect the affected persons to accept your claim that your further study of Galambos' lectures showed that you and the other trustees made a mistake by publishing Volume 1 of his book, and that it would be a mistake to publish the rest. That's an *assertion*, not an explanation, and certainly not proof, but apparently we're all supposed to accept your opinion on faith and go away. Never mind the contract. Never mind the money that was paid. Never mind that you are addressing an audience that was taught by Galambos to demand that assertions be corroborated by observational evidence. Where is the evidence?

You say that your study of Galambos' words in V-201 showed you that you were not just mistaken in your assumptions, but *deeply* mistaken. What exactly were those assumptions and those words? What do you claim that Galambos taught in V-201 that you didn't understand for more than 20 years and which, in your view, people like me still don't understand? The answers to these questions require nothing less than exact quotes from Galambos.

Your use of terms familiar to Galambos' students, such as "promiscuous disclosure" and "disclosure barrier" is not enough. We know what they mean, but it is up to you to show how they apply to this situation. I claim that they do not, as documented below. Your

response to my inquiry was an opportunity to answer these obvious questions, but you did not. As a result, you have not yet explained why you haven't published the book for which I have paid.

When you decided that you had made a mistake you could have issued a bulletin revealing your conclusion and providing a detailed analysis. You could have explained yourself thoroughly and, if your conclusion was right by the standards set by Galambos, presumably we would all have agreed with you. But instead you kept your decision a secret. You didn't tell the book purchasers that you were going to break your promise to publish the remaining volumes, and that they were never going to get all the volumes of the book they had purchased. You, in the trusted position of Galambos' trustee, concealed that fact from book purchasers who were relying on you to conform to Galambos' standards of morality and deliver the book as you were obligated to do, and as you had promised.

According to the enclosed FEI Market Letter-2009, May, subject, "Open Letter to All FEI/AJG Market Participants," your obligation as a trustee is to "publish, protect and perpetuate Galambos' work." My desire as a student, customer and admirer of Galambos is to see those same goals achieved. If those weren't my goals you never would have heard from me. However, I disagree with some of your actions in pursuit of those goals.

Regarding your first listed obligation, publishing, you haven't published the book that we paid for. Rather, your "publishing" seems to consist solely of the archaic and inefficient method of playing Galambos' recorded lectures, access to which is severely limited by a restrictive enrollment policy, which requires referral by a "qualified" graduate, a policy that Galambos never employed for the basic course, V-50.

The May 2009 letter states that you are focusing on comprehension of the material rather than the number of enrollments. I applaud your decision to test for comprehension, but you have constructed a false alternative. There is no reason not to focus on both. For example, if we urgently need a number of high-quality rocket scientists, then we should allow as many people to study rocketry as are interested, and allow the educational process and its outcome to be the filter for quality. That method gives the best opportunity to find a few outstanding students while also producing a larger number of merely competent (but necessary) ones. The first goal is to produce as many enrollments of curious, rational people as possible. Although it is not a perfect system, it is the method employed by Galambos with regard to the study of volition, as the second step (education) of what he called the Ideological Program. For Galambos' ideas to gain acceptance and wide use it is clear that a paradigm shift by an unknown number of persons must first take place. Making it difficult to access the body of knowledge he created may mean that that number is never reached.

Regarding your second and third obligations, protection and perpetuation, if keeping Galambos' innovations a virtual secret, as you are now doing, is "protecting his work," then I suppose you are successful, but that policy works in the opposite direction of "perpetuating" it. You are protecting his innovations so well that they have a real risk of

being forgotten. In addition, the passage of time allows them to be discovered, innovated, and integrated by others who will get the credit.

In your March 2014 letter you claim that I am “unaware,” “misinformed,” “believe in myths” and “understand little.” Interestingly, you didn’t try to enlighten me, but instead threw buzzwords at me as though they were answers. My belief is that you don’t have good answers to my questions, so you refunded my V-50 DD tuition and hoped I’d go away and shut up. But, no such luck.

If for the sake of argument we say that I am as unaware, etc., as you claim, maybe there are good reasons for it. Could it be that one of them is that I don’t have the source material that you cite as justifying your decision not to deliver our books? I’m referring, of course, to the material in Course V-201. You have me at a disadvantage, given that you have both the recordings and a transcript and can study them at your leisure and refer to them as often as you want. All I can do is search my memory and look at my V-201 course notes from 1976. However, if I had access to the material in V-201 that I purchased over 30 years ago maybe we wouldn’t be having this discussion.

Another possible reason for my alleged ignorance and misunderstanding is that the last time you communicated with Galambos’ graduates *en masse* was five years ago, in the May 2009 letter. Ironically, one of the subjects of that letter was an explanation of why you had been “mostly incommunicado” for the previous 10 years. I’d be interested in hearing why you’ve been silent for the five years since. With that record, it’s no wonder that Galambos’ graduates don’t know what’s going on.

Because you have not published the V-201 volumes, no one but you can see what Galambos “actually says” in those lectures. This is reminiscent of various priesthoods and cult leaderships throughout history which have presided over secret information that only they were allowed to see and interpret. The leaders said, “Trust me, this is what the holy book says.” Your claim that you are guided by what Galambos “actually says” smacks of that. Asking us to take your word for it is not good enough, and that’s what you have done.

Fortunately, Galambos recorded his lectures. You have the ability to extract audio excerpts from V-201 and let us listen to what Galambos says that you claim to have misunderstood. Given the drastic action that your supposed understanding has led you to, i.e., not publishing his book, Galambos’ meaning should be so clear that the need for our own interpretation will be minimal and we will all agree with you. However, if that is so then it’s hard to see how everyone’s interpretation, including yours, was wrong for so many years and how only your little group has seen the light.

For those who may read this letter without having heard the V-50 or V-201 lectures, let me say that in my view there is nothing in them that is hard to understand. There is no mathematics or any arcane philosophical concepts to contend with, and in general the ideas would be easily understood by a bright high school student. It’s all amazingly simple, which is one of its beauties. In fact, it’s so simple that children could be brought up with its principles as their world view, just as children have always been brought up

to see the world in whatever way their culture did. Galambos' oratory was also quite good, and I cannot recall ever being confused by his meaning. That said, a book would be a superior delivery mechanism.

In all the Galambos lectures I have heard I cannot recall him giving any reason not to honor the contract to publish the book. Could there be such a reason? Of course, but you haven't stated it. I'll keep an open mind, but today I happen to hold an evidence-based opposing view. What I am about to present shows that what Galambos actually said is the opposite of what you claim. I believe that the evidence, without exception known to me, proves the case for the immediate publication of all volumes of Book 1, with delivery to purchasers as any other book would be delivered.

I'll begin with the book contract (officially, the Pre-Publication Subscription Agreement, or PPSA). That contract bears a copyright notice listing Andrew J. Galambos and Frederic G. Marks, his then attorney, as the authors. The contract, therefore, is part of what Galambos said. It is important to note that Marks was not just some attorney selected from the phone book, but one who had been a student of Galambos for many years. He was also a tape course contractor, functioning in the entrepreneurial role of playing Galambos' taped lectures to a paying audience.*

Galambos' co-authorship of the contract firmly establishes that this was not a document like so many that are cranked out by attorneys on behalf of clients who approve them without understanding their implications. This was the document by which Galambos' major life work was going to be published and sold, and he obviously took great care in creating it. One cannot imagine that he, who created and taught Course PVSC-260, *Explicitness: the Tool for Competent Communication*, a 40 session (approximately 120 hour) course, would have created a document whose terms and conditions weren't exactly what he wanted them to be, stated as explicitly as he could. As far as I know, he was of sound mind at the time (1978), and I find the document to be crystal clear—clearer than many contracts I have signed.

*I first met Fred Marks in 1975 when my wife and I took Galambos' Course V-30T, Investments and Insurance, immediately after taking V-50 from Jay Snelson. The course was presented on audiotape on Saturdays at Marks' law offices in Century City, CA, a 180 mile round trip from our home in Santa Barbara. I was a licensed securities and insurance salesman at the time, and learned more from Galambos about the fundamental principles governing those two things than from any other source, both before or since.

You wrote in March 2014 that the manner in which the trustees are handling Galambos' property "has nothing to do with your interpretation of the book contract." I wasn't aware that I had "interpreted" the contract in any way other than its plainly obvious meaning. You went on to say, "Your assumptions that your interpretation of the book

contract is the only possible one—and that those who are responsible for fulfilling it have no other obligations specifying **how** they must fulfill it—are simply false” [emphasis yours].

There are an infinite number of *possible* interpretations of anything. But, using the Occam’s razor principle as recommended by Galambos, the simplest “interpretation” is that the contract was a vehicle by which people paid for a book containing the material of Courses V-50 and V-201, to be delivered in approximately 1987, and with a contingency plan for delivery even if the author died before writing it, as he did. At one time you apparently “interpreted” the contract the same way I did then and do today, because in 1999 you implemented that contingency plan, produced and delivered Volume 1, and promised to do so with the rest of the volumes.

And now, in your March 2014 letter, you introduce the idea of other “obligations” that might alter how you fulfill the contract without saying what they are. Why the mystery? Are we supposed to accept the idea that you are fulfilling the book contract by not delivering books?

In my copy of the book contract, dated 1978, August 12, [for those who haven’t taken Galambos’ courses, this way of expressing dates was his convention and is the way it appears on the contract] these words appear on the first page:

Book 1 means the book containing the theories taught by Andrew J. Galambos in the volitional science courses (principally Courses V-50 and V-201) of FEI.

In the event of the inability of AJG to write Book 1 due to his death or incapacity, Book 1 may be supplied by TUSPCO in the alternate form of edited selections from the tape recorded lectures of AJG edited to the best of the ability of the authorized representative(s) of FEI and the proprietary heir(s) of AJG who would be performing such editing, it being understood that this alternate form would be second best, but vastly superior, to not having Book 1 exist at all. Book 1 is scheduled for publication during the year 1987...

But today, 27 years after the intended publication year and despite the relative ease with which it could be brought to market, most of Book 1, the “vastly superior” transcript that Galambos specified, *does not exist at all*. This outcome is the exact opposite of what Galambos explicitly wanted. Despite your written promises to publish the entire book you have not done so, and have even withdrawn from sale the unsold copies of the only volume that you did publish.

Note: the phrase “edited selections from the tape recorded lectures” in the above clause does not specify that those edited selections be delivered as a *printed* book. They could be delivered as an *audio* book, which would satisfy the criterion of being “vastly superior to having Book 1 not exist at all.” Therefore, the current online offerings that you call V-50 DD and V-201 DD, which together comprise the contents of what was supposed to be

in Book 1, could be delivered to book purchasers *today* by download in lieu of a printed book.

There is nothing in the contract to indicate that the terms of the book purchase were different from the purchase of any other book, other than that this book was being purchased (subscribed to and paid for) before it had been written, and that delivery was not expected for another nine years. In order to protect Galambos' legitimate interests, Galambos and Marks created numerous contractual clauses designed to deal with various events, such as civil unrest or inflation, which might occur between the contract date and the date that Galambos intended to deliver the book. However, despite all the protective steps, Galambos did not require as a condition of purchase that purchasers sign the "Proprietary Notice," a copyrighted non-disclosure agreement that was his standard intellectual property protection mechanism for course content.

The simplest explanation for the conspicuous absence of the Proprietary Notice is that at the time the contract was created Galambos intended this book to be sold like any other, with no more than the protection afforded by copyright law. And, although the contract made provisions for amendment, which in principle could have included a request to sign the Proprietary Notice, no amendment of any kind was proposed by Galambos. He had years to do it and did not. Given his attention to detail and his priorities, especially as to the protection of his ideas, it is *inconceivable* that the omission of the Proprietary Notice or some other restriction was anything other than intentional.

The absence of restriction was not surprising, because Galambos described in Course V-201 a system whereby innovators would disclose their innovations and permit use thereof, first by a process of individually negotiated terms and payment amounts, and later by releasing them to wide distribution, with voluntary payment for use. (Galambos' proposed system didn't lock things away forever as some of his uninformed critics, who never took his courses, have inferred. Publication of his work would end this sort of ignorant criticism, which only serves to deter those prospective students who have been influenced by that criticism from enrolling in such courses as are available.)

Graduates of V-201 recognize the two stages of disclosure by the acronyms NRD and ARD respectively, and saw the book as ARD. I believe that the sense of Galambos' students was that he had decided that 1987, the intended delivery year, nine years after accepting payment, and more than 20 years since he had first disclosed his ideas in lectures, was the year that he had chosen for this highly anticipated event.

In addition to the contract itself, it is important to consider the context in which the book was marketed by Galambos to his students. That context was dominated by Isaac Newton, the central historic figure of Galambos' courses. Galambos referred to him as the "integrator" of physics, in his view the greatest scientific achievement of all time. To Galambos, every scientific achievement since Newton, including his, had Newtonian roots. He told the story of how Newton disclosed his ideas in a book, commonly called *Principia Mathematica*, or simply *Principia*, original copies of which are priceless today. (A reproduction of that book, with a foreword by Galambos, was available for

subscription as "Book 2." I subscribed and paid for it and several other books, none of which have been published.)

Galambos claimed to be the integrator of a new science called "volition" (a term suggested by Jay Stuart Snelson). He announced in class, and with some fanfare, that the ideas he had been disclosing orally would finally be released in book form. He claimed that his book would be printed on the finest, most durable paper and that it would be handsomely bound. Copies of the first edition would be serially numbered and signed by him. The price was high. In our contract the price was \$435, which would be roughly \$1500 in today's inflated dollars. This was clearly to be his *Principia*, logically destined to be a valuable collector's item. (It would be interesting to listen to the recordings of Galambos making these announcements from the podium.)

As noted, Galambos chose 1987 as the intended delivery year. It would be, as he pointed out, the 300th anniversary of the publication of Newton's *Principia*. He taught that it was Newton's discoveries in physics and revealed in that book that had transformed the world. The parallel with Galambos' ideas about volition was obvious. Students looked forward to the prospect of other educable people finally having access to these ideas via the convenient, effective means by which most knowledge is transmitted—in writing, rather than by the less efficient, less accessible and much more time-consuming method of oral lectures. (I was reminded of this while listening to V-50 DD as I held the transcript in my hands, constantly having to restrain myself from reading ahead because I can read much faster than Galambos talked.) At last the ideas of "the Newton of volition" were going to be readily available to those who were interested in them. That's what Galambos' students were looking forward to.

A special day, 1978, July 11, was set aside for students to enter into the book contract. Despite having individual appointments, the process took so long that many people, my wife and I among them, could not be served that day. We rescheduled to 1978, August 12, made our selection from the several books offered (we bought most) and signed our contract, promising to pay about \$6000 in today's dollars. And pay we did.

The contract, over 20 pages in length, contained not one word about restrictions on the purchaser. We were buying books—important books to be sure, but books nevertheless. All in all, Galambos apparently received commitments for hundreds of thousands of 1978 dollars' worth of yet-to-be-written books. One can only speculate whether sales would have been as strong had the contract carried the restrictions of the Proprietary Notice or other restrictions beyond those of copyright. I suspect not.

Following Galambos' death, purchasers of the unwritten books took comfort in the promises of you and the other trustee at the time, Charles Hayes, that Book 1 would be published by means of a transcription of the lectures as specified in the contract. True to your word, Volume 1 of Book 1, containing an almost verbatim transcript of Course V-50 running nearly 700 pages, was provided to purchasers on 1999, April 17. However, the remaining volumes, which were to include the much longer Course V-201, Galambos'

self-described most important course, were never delivered despite your oral and written assurances that you were going to do so.

Continuing with the evidence of what Galambos actually says, I'll refer to Volume 1 of Book 1, published by you as *Sic Itur Ad Astra* (This is the Way to the Stars). Galambos teaches that his theory requires that we honor contracts, *even when it was a mistake to have made them*. Here are his words on page 637:

Once you make a contract you have to honor that contract, even if later you say, "*Gee, I shouldn't have made that deal; I regret it.*" Well, your regret is fine, but that does not excuse you from violating the contract. Anybody can honor a contract in sunny times; but it's in the rainy weather that you should still honor a contract. As Thomas Paine said in his very beautiful first paragraph of *The American Crisis*, "*These are the times that try men's souls. The summer soldier and the sunshine patriot will, in this crisis, shrink from the service of his country.*"

Well, translated into non-political terminology, anybody can honor a contract when he's happy with it. The time when your real test comes is when you determine, "*Gee, I made a mistake. This contract isn't a good one.*" All right, then that teaches you something: next time make a better contract. But this one you must honor! The one to which you have already agreed, you do not renege upon.

The above is neither some cherry-picked quote, nor one taken out of context. It is fully consistent with the core of Galambos' theory and, coming as it does near the end of the course, would not have been a surprise to any student. For those students who had grown up in a tradition of keeping promises, of believing that "a deal's a deal" and of embracing the concept that "my word is my bond," this standard of moral behavior would have represented no change of view. I naturally assumed that Galambos' trustees would hold themselves to the same standard, and fulfill the contract. No one could have foreseen what happened.

Galambos taught that it was wrong to renege on a contract, yet that is exactly what you have done, using the rationale of calling it a "mistake" to have published Volume 1. It doesn't matter whether you believe that you made a mistake or whether Galambos himself made a mistake. Your duty is to honor the contract that Galambos made with his customers. I believe that your ongoing actions are a clear violation of the principles that Galambos taught. You may claim that you are protecting his property, but his highest property consists of his discoveries and innovations and of his reputation, and you are holding the former hostage, and damaging the latter, using the excuse that he strictly forbade, "We made a mistake."

In my view, your mistake is to continue to override our teacher's explicitly expressed intent. From the time the contract was created to the time he lost his mental function due to Alzheimer's, a period of quite a few years, I know of no evidence to indicate that Galambos believed he had made a mistake in the design of the contract. However, if he had come to that belief he could have said so—and certainly *would* have said so. He could have asked for a change in the contract to take his new view into account. It is entirely

moral for one party to ask the other party to voluntarily change the terms of a contract. There are many cases in which the other party will find it in his interest to agree. If Galambos had felt that a mistake had been made, he could have brought his considerable power of persuasion to bear and asked for his students' cooperation. If that had failed, he could simply have issued refunds, invoking a clause in the contract that was put there for that purpose. But he did none of these things. Can there be any reason other than that he didn't agree with the view you now hold? The fact that Galambos didn't make any attempt to modify the contract is evidence that he didn't think it was a mistake. But even if he thought he had made a mistake, by his very own words he would have honored the contract and not reneged as you have done.

I believe that the foregoing is justification for you to immediately honor a straightforward reading of the contract and publish the book. I could end this letter here, but there is even more justification for this view in other things Galambos said.

You claim that those of us who, "contrary to the theory...demand promiscuous disclosure," are mistaken. You are wrong. We demand no such thing. Galambos defined "promiscuous disclosure" as *non-contractual* disclosure, and that's not the situation here. Galambos *contractually* agreed to disclose his ideas in a book, and such disclosure, by his own definition, is not promiscuous. Therefore, your publication of Volume 1 was not promiscuous, and was not a mistake on your part. Those of us who demand publication of the rest of the volumes as called for by the contract are acting in accordance with Galambos' principles, and you are not.

Here's more of what Galambos actually says in Course V-50 about the correct, non-promiscuous, contractual way to disclose ideas, taken from pages 577 and 578 of *Sic Itur Ad Astra*:

You are in a class for which you paid a tuition. That tuition makes this a contractual disclosure. Not just any bum can drift in off the street. If he does, he's kicked out. Why? He hasn't paid his tuition. That's a beautiful filter. Anybody who hasn't paid the tuition doesn't stay. That ensures me your attention for a while. If you don't like what you're hearing, you'll drift away, and you won't come back. Some people stay and some don't. Some people are curious; some people are more capable of curiosity; some people are educable; some people are more intelligent than others are, and the intelligence is measured by curiosity and rationality. But that's how you get people's attention — by contractual disclosure.

The point is, I have to have your attention first, and you can't get a person's attention unless he has gone through some such a situation. If he buys a book and reads it, that's one way to get his attention. If he won't buy it, he won't read it unless he's a moocher and is used to dealing with the library, but that's part of our degenerative structure — the so-called free library. A rental library would do the same thing as buying a book except on a temporary basis. In any event, **a book is a proper disclosure**

[emphasis mine] because only those that want to will read it. A course is a proper disclosure because only those will take it that want to, and those who don't want to won't; and that is the proper way to do it.

Interestingly, the word "promiscuous" does not appear in *Sic Itur Ad Astra*. However, I do find the word in my V-201 notes from 1976, when Galambos discussed disclosure by innovators. My notes say, "Disclosure will be on a contractual basis rather than promiscuously." That condition was met by the book contract. (I could search for additional mentions of the concept in V-201—if there was a V-201 book.) Two years later he entered into a disclosure contract—the book contract. This was an agreement to disclose his ideas on a proprietary, contractual basis. Your argument that anyone is making demands for promiscuous disclosure fails; the demand is for you to publish under the contract as Galambos intended.

To continue with the issue of what Galambos actually says about disclosure, let's look at something from a presentation of V-201:

If an innovation remains on an NRD basis forever—that can mean only one of two things:

1. The product is minor
2. The product was major—but the innovator was bull-headed, narrow-minded on the subject of release and remoteness dilution.

By preventing the broad usage of his innovation he has relegated himself to contractual oblivion. If an idea continues to have market value—in order for it to continue to be utilized in the market—it must ultimately be released on an ARD basis.

Do Galambos' ideas have market value? Only the market can tell us, but if there is no way to access the ideas other than through your current online offering of V-50 DD and V-201 DD then they are not *in* the market in any real sense.

I'll complete my presentation of what Galambos said in support of publishing with a recap of some of his fundamental teachings. The social system proposed by Galambos centered on property, which he defined as "a volitional being's life and all non-procreative derivatives thereof." The derivatives of one's life begin with thoughts, ideas, and actions, which are called Primary Property. Tangible things, if morally acquired, are called Secondary Property. (Stolen property is immorally acquired and is not property, but plunder.) Course V-50 was, Galambos said, about freedom, which he defined as "the societal condition wherein every individual has full (100%) control over his own property." Galambos went on to define coercion as "any attempted intentional interference with property." He explained that coercion can be by means of force, or by means of fraud. From that, crime was defined as "a successful act of coercion."

In the book contract, Galambos entered into a proprietary contractual transaction with various individuals. The contract was initiated and structured by him, he encouraged his students to enter into it, and he accepted payment from them. In that contract Galambos sold the right to own a copy of what was called Book 1, which was to contain his theories, principally those he taught in Courses V-50 and V-201. The right of book ownership includes the right to read it whenever one wants, to lend it to friends, quote from it, discuss it, critique it, and so forth. There was no reason to buy the book other than to have the same right to its content as one would have with the ownership of any other book. Other than the speculative collector value of the Galambos signature that it was supposed to contain, the book's only value was that right, and it is the only reason anyone would have ever paid for it. The contract contained no restrictions on that right.

In the transaction, the right to have unrestricted access to the contents of Book 1 became the property of those subscribers who fulfilled their part of the contract by paying for the book. The trustees, by intentionally not publishing and delivering the entire book, have intentionally interfered with that property. Therefore, in the world envisioned by Galambos, the world he wanted his students to build, the trustees would be guilty of a crime. Is that too harsh a charge? Let's see.

Among the things Galambos taught was, "There is no such thing as a small interference with property." A relevant example of his following that principle is that when all of the people wanting to purchase books couldn't be processed on the scheduled day, Galambos sent a letter of apology to those that left his facility unserved, and enclosed a check as "token restitution for having caused you an unnecessary wait and possible aggravation," in other words, interfering with their property. I received and still have one of those letters. What would he think about his trustees intentionally not delivering to his customers the hundreds of thousands of dollars of property value that they had paid for?

You have now revealed that after publishing Volume 1 and promising to publish the additional volumes necessary to complete Book 1, you decided that it was a "mistake" to have published anything, and that it would be a mistake to publish the rest. In other words, you decided that it would be a mistake to respect the property rights of those who had entered into the contract and had performed under it. Did you notify book purchasers of that decision? No. Did you offer a detailed account of the reasoning that led you to believe that a mistake had been made? No. Did you offer to renegotiate the contract so that Book 1 could be delivered in a way that was not a mistake? No. Did you offer to refund purchasers' money or make other restitution? No. Did you simply keep quiet on the matter, thus perpetuating the myth that someday we would get the rest of the volumes as you had promised? Yes. To this very day you have not told book purchasers that they won't be getting the rest of the book. (However, if you want to continue to claim that they will, as you last promised in your May 2009 letter, then I challenge you to say when and under what conditions.) I cannot think of any actions more in contravention of what Galambos taught. This is not a small interference with property, it is a huge interference.

So there we have it—a compilation of what Galambos said that relates to publication in general and of this book specifically. From it I conclude that there is no doubt that you should publish the rest of Book 1. Publication is the required action under both Galambos' general moral teachings and the explicit contract. If you disagree, it is up to you to demonstrate an overarching reason for overriding what Galambos actually said in the contract and everything else presented above.

Previous efforts by purchasers to get their books, and your response

Galambos never got around to writing the book that he intended to publish in 1987. Ultimately, he fell ill with Alzheimer's and was unable to do so. This illness lasted about a decade, until his death in 1997. This might have been of great concern to ordinary consumers who had paid for a product in advance, but given Galambos' teachings on morality it was unthinkable that his trustees wouldn't eventually follow through with publication via the contingency plan. So, when the 1987 publication date came and went, as I understand it only a few people asked for a refund. Most waited patiently, trusting the trustees to produce the book.

In 1999 our patience was rewarded by the publication of Volume 1. You promised to publish the rest, saying that funding was in place to do so. But by 2006 no more volumes had been produced. *What customer, no matter what the product, wouldn't be concerned?* Although accounts of what happened vary, it is clear that inquiries from book purchasers weren't answered to their satisfaction, to include your requirement that they sign a non-disclosure agreement before you would tell them what they wanted to know. No matter what narrative you create to describe this series of events, such as that in your May 2009 letter, in any commercial transaction this lack of transparency would be troubling to any buyer where delivery of a purchased product was 19 years past due, and where seven years had passed since the last time delivery was promised. Who wouldn't ask, "What the hell is going on?" Your claim that you couldn't answer because you were guarding proprietary information rings hollow. Can anyone who knew Galambos imagine him accepting such an answer?

Fred Marks, co-author of the contract and himself a book purchaser, apparently felt that signing a non-disclosure agreement was an unreasonable requirement and that something else was really going on (a suspicion that subsequent events seem to confirm, there still being no book). He refused to sign a non-disclosure agreement and filed suit on behalf of himself and certain other book subscribers in order to resolve the issue.

It's important to emphasize that Marks, when acting as Galambos' attorney, was the co-author of the book contract. What living person would have a better understanding of Galambos' intent? What living person would have a better understanding of whether the contract was being honored? In my view it would have been ridiculous for Marks and other purchasers to accede to your demand that they sign a non-disclosure agreement just to find out the delivery status of something they had paid for almost 30 years earlier. You hadn't delivered the book as you had promised, so both an apology and full

disclosure should have been offered unconditionally. That is the behavior that one would expect from a competent, honest merchant, let alone a Galambos trustee. Given that situation, Marks and his fellow plaintiffs took action to secure the book by filing a lawsuit. Your response was to label them "hostile" and "not qualified" to receive it.

The Marks litigation ended in 2008 with the judge ruling in your favor. To a casual observer, that might indicate that you were right and Marks was wrong. Certainly that's how you have positioned it. But I think the opposite was true, and here's why.

In May 2009, 10 years after you published Volume 1, you issued the "Open Letter to All FEI/AJG Market Participants" in which you discussed several things. Much of the letter was a carefully "spun" discussion of the Marks lawsuit, positioning you and the other trustees as the "good guys" defending yourselves and Galambos against attackers. Your account of it is slanted in the way that professional litigators write, i.e., the narrative is all good guys and bad guys, with you being cast as one of the good guys.

Your occupation as a personal injury attorney puts you in the zero sum, win-lose environment that is our legal system rather than the world of science where in principle people who have legitimate differences of opinion discuss those differences rationally, courteously, honestly, and with an eye toward finding the truth. Under the rules of litigation in our legal system, attorneys have certain protection from the laws against libel and slander, and can make the most outrageous allegations with impunity. Even after the lawsuit was concluded, that perspective shows in your letter, which reads like a bulletin from a political campaign when, as Election Day nears, the candidate "goes negative" and accuses the opponent of everything but beating his dog. Marks and the others just wanted the book—the book they had paid for—but you described them as "hostile parties" making "demands" for "proprietary information," in effect, Barbarians at the gate.

In that May 2009 letter you proudly proclaimed your court victory over the bad guys, saying that the "court" (meaning the judge, a single human being with no education in volitional science, including its concept of justice, and whose position as an employee of the state would end if Galambos' ideas gained wide acceptance) had ruled that you had "fully satisfied" your obligation to deliver Book 1 to purchasers. This narrative of your legal triumph would have been easily accepted by those readers who hadn't purchased the book. After all, "fully satisfied" couldn't mean anything other than 100%, could it? You are Galambos' trustee, so who would ask any questions? An uninformed reader would no doubt have assumed that the trustees were doing a great job.

But those who had paid for the book and had only received part of it would have been incredulous. How could a judge rule that you had "fully satisfied" your obligation when you had only delivered the V-50 part of the book, something that you freely admitted in testimony? The answer is that this particular judge's concept of "fully satisfied" doesn't fit the facts as they are seen by book purchasers.

Enclosed are four documents related to the litigation: Plaintiff's Closing Argument, Defendant's Brief Re: Closing Argument, Plaintiff's Rebuttal to Defendant's Closing

Argument, and Tentative Decision (which became final in 2008). What follows is part of what I extracted from them.

The judge made three rulings in your favor. His first ruling was that since the statute of limitations in California is four years for contracts of this type, the time allowed for legal action had expired and you could no longer be compelled to perform. What the judge didn't take into account, and perhaps couldn't take into account under current law, was *why* no action had been taken. In my view it was primarily because people had allowed the trustees great latitude. After all, you were the people that Galambos himself had trusted, so why wouldn't his students trust you to keep your promise to deliver the book? We assumed that the trustees would act in good faith, and never dreamed that it would work against us. While we book purchasers relied on your promises and waited patiently, thinking that there must be a good reason for the delay, the clock ran out and let you off the hook. Because of the statute of limitations you could no longer be compelled to publish the book or to issue refunds. You had won.

Before moving on to the second and third rulings, let's look briefly at the concept of the statute of limitations. It essentially says that if you can get away with something long enough you're home free. Students of Galambos will recognize that this is an immoral concept, as would most other people if they thought about it. The reason for its existence is lost in legal antiquity, but no such statute would exist in the world envisioned by Galambos. Maybe that's why you didn't mention it as you crowed about your legal victory.

Your letter attributes your victory to the judge's second ruling, wherein you claim that the judge ruled that you had "fully satisfied" the Book 1 delivery obligation. However, the book hadn't been delivered and the book purchasers didn't feel "fully satisfied," so how could there have been such a ruling? In actual fact, the judge used the term, "full performance," but you changed it to "satisfied" which carries the implication that book buyers were themselves "satisfied." Of course they weren't. But no matter what the wording, how could the words "full" or "fully" be used to describe the delivery of just one volume of a multi-volume book, leaving out what Galambos described as the most important part of his work? How could a judge honestly reach such a conclusion? His ruling can be paraphrased thusly:

In lieu of a Book 1 written by Galambos, the contract allows for production and delivery of selections from his recorded V-50 and V-201 lectures, edited to the best of the ability of his representatives. In 1999, *Sic Itur Ad Astra, Volume I*, was in fact produced and delivered. Therefore, there has been full performance.

What??? Everyone, including the trustees, knew that the material from V-201 was supposed to be in the book. Volume 1 contained a transcription of only the V-50 lectures, and you had promised book buyers in 1999 that the rest of the volumes containing V-201 were going to be published. However, eight years had passed without your publishing anything. How could the judge have believed that, after all those years, delivering nothing constituted the "best of your ability" and therefore "full performance?"

Although you didn't tell the judge, we know now that you had actually decided not to publish the rest because to do so would be a "mistake."

And it gets worse. In your testimony you *admitted* that you hadn't yet edited the V-201 lectures and that several volumes remained to be published. By what standard could the judge call it "full performance" when you acknowledged that you hadn't fully performed? You didn't mention any of that in the letter and instead proudly proclaimed victory to Galambos' students, saying that the judge ruled that you had "fully satisfied" your Book 1 delivery obligation.

The third and last ruling in your favor was perhaps even more bizarre. The judge said that he couldn't force you to perform further because the contract didn't specify the *precise acts* that you were obligated to do as part of making "edited selections from the tape recorded lectures." He said that editing is a "creative and artistic effort" with "no objective standard by which one can measure its completion." I cannot imagine anyone with even the slightest grasp of what was going on applying that standard to this book, especially when Volume 1, an almost verbatim transcript of V-50, had set a precedent acceptable to buyers who, presumably, the judge had some obligation to protect.

The contract says that the book was to "[contain] the theories taught by Andrew J. Galambos in the volitional science courses (principally V-50 and V-201)..." This left the door open to include *more* than just V-50 and V-201, and in Volume 1 you included transcripts of V-50X, and of Galambos being interviewed on the radio by Joe Pyne, plus reprints of the *Thrust for Freedom* essay series as "extras," for all of which I am extremely grateful.

But please note that the explicit language of the contract and of Galambos' oral sales promotion that preceded it was that the book was to include V-50 **and** V-201. The contract did not allow for the book to contain **less** than V-50 and V-201. As I see it, and as I believe the judge should have seen it, there was no doubt about some of the precise acts you were required to perform, and at the top of the list would have been the precise act of publishing a book that contained **both** V-50 and V-201. However, the logical result of the judge's extreme concept of "precision" would have allowed the absurd outcome of you publishing a book whose pages were blank, claiming it was the result of your "creative and artistic decision." Somehow the judge overlooked the *rational* creative and artistic precedent you had set by publishing Volume 1, which consisted primarily of a lightly edited V-50 transcript, and your promise to publish further similar volumes containing V-201.

Any reasonable interpretation of "editing" would preclude the elimination of any of the concepts unique and fundamental to V-201, let alone 100% of them, as a "creative and artistic decision." This was a work of *science*, not a novel being adapted for the screen. As such it could have been as long a book as it needed to be, but not shorter than necessary to cover every topic essential to a thorough exposition of the theory. The major *creative* work had already been done by the mind of Andrew J. Galambos, and he was a highly skilled and eloquent teacher, even when speaking extemporaneously. Any

creative or artistic aspects of editing should have taken a distant back seat to the transmission of knowledge, which was to be the point of the book. Such creative tasks as remained were limited to tidying up Galambos' unscripted lectures, eliminating redundancies, ensuring that grammar and punctuation were correct, and so forth, as was done with Volume 1, not perfectly, but largely successfully. As Galambos said in the contract, such action was "vastly superior" to not having the book exist at all. He foresaw the possible need for that action and commanded that you take it, but you are refusing to do so.

To be clear, I agree with the opinion expressed in your testimony that a book could be made that was better than a literal transcription of the lectures. A book containing the transcription of V-50 and V-201, containing perhaps 5000 pages, self-published by an unknown author, carrying a high price, and with no promotion, will not sell. But producing a limited edition of such a book for the original purchasers so as to fulfill the contract would end this controversy.

I believe that a shorter, more accessible, and lower cost book *should* be written. By now, there should be many books dealing with Galambos' work, just as there are many physics books. (Fred Marks has made a start on his website, www.capitalismtheliberalevolution.com.) However, the issue here doesn't turn on that, but on the obvious truth that eliminating 100% of V-201 was far outside the bounds of creative and artistic editing. It is mindboggling that the judge could say that there is no "objective standard" when a *requirement of the contract* was for the book to contain the material of V-201. Surely this was as clear to you as it was to every book purchaser. That may well account for the fact that, in addition to the statute of limitations ruling, you didn't mention it as you triumphantly announced your legal victory in the May 2009 letter. Had you done so it would, I'm sure, have provoked outrage.

To summarize the legal rulings:

- You won because of the statute of limitations, which lets the guilty go free.
- You won because if delivering Volume 1 was the best you could do in eight years, then you had fully performed.
- You won because the judge thought that leaving out V-201 was a legitimate creative and artistic decision.

This is what passed for justice in the American legal system. Although an attorney might well tell me that the rulings conform to the letter of the law, to me the spirit of the contract was seriously violated.

I did not know of this lawsuit until after it had been concluded. When I read the arguments, the key portions of the testimony, and the decision, I felt sick to my stomach. Perhaps under Flatland law the judge's hands were tied, but Galambos must have been spinning in his grave. You can criticize Marks and others all you want, but people bought a book and didn't get it, and the outcome should not be allowed to stand. As far as I am concerned, no one should respect these rulings.

Although you were victorious, you had to know that the judge's decision was wrong under the moral and rational precepts established by Galambos. For you to have accepted the immoral and irrational decision *just because it was in your favor* was intellectually dishonest. An intellectually honest response to the judge would have been something like this: "Your Honor, we cannot accept your decision even though it is in our favor. We can only accept a favorable decision if it's based on our belief that it would be a mistake to publish the remaining volumes." Presumably you would have then supplied the reasons for that belief, which is what I am asking you to do now.

However, you couldn't have done that then because, as I understand it, you never told the judge about your "mistake" position. Instead you testified that you were still working on the V-201 portion of the book, turning 4000 pages of transcript into something more understandable, and that you intended to publish. But you had published Volume 1 in 1999, and now it was 2007. Why the delay? A logical inference is that before this even went to trial you had already decided not to publish and deliver books to their purchasers under the terms of the contract. Today, in 2014, another seven years have passed and still no book has been published, further supporting that inference. In fact, an inference is no longer needed because you now admit to the "mistake" position.

In addition to not telling the judge, you didn't share the "mistake" argument with book purchasers either. There is no mention of it in your May 2009 letter, even though it now appears that that was the reason that you hadn't published any more volumes since the first one in 1999. However, that letter reaffirms the trustees' "...every intention...to publish...Book 1." But here we are five years later and you still have not published. It appears that your intention was not to publish, but to cause those buyers who were still alive to wait patiently and not press you for the book. Even if I'm mistaken and in May 2009 you hadn't already reached the decision not to publish and deliver books to those who had paid for them, you have reached it since, because according to your March 2014 letter to me that is your position today. When are you going to tell everyone else that you have taken what Galambos agreed to in the contract and negated it?

Shooting the messenger—your response to the identification of errors

In my letter of February 4, I pointed out a significant error in each of two graphics that you have created for V-50 DD. I was not mistaken—the errors are real and material. My expectation was that you would thank me for pointing them out and tell me that they would be corrected immediately, a response I believe I would have gotten had I pointed out such an error to FEI while Galambos was still running things. (For that matter, any well-run business would respond favorably.) Instead, in your reply you went on the attack and said I should have "listened more carefully or at least asked some questions rather than jump to criticism." As to your first point, it was my careful listening, with the transcript in my hands, which allowed me to see the errors. It is someone at your end who didn't listen carefully.

And what "questions" would have cleared this up? I can't think of even one, other than "Why didn't any of you see that this doesn't make sense and is wrong?"

As a person who has been injured by your failure to deliver the book, rather than merely pointing out the errors, I used their existence to criticize the way the material is being handled in general. I pointed out that the errors in the graphics, one of which quotes Galambos as saying something that was the exact opposite of what he taught, were made by a person who is part your group, and then not noticed and corrected by others. This group claims to have such a deep understanding of what "Galambos says" that they know who should hear it and under what circumstances. In their wisdom they have decided that the people who supported Galambos for years and bought his book can't have it. I maintain that the existence of these errors shows that your purported understanding of Galambos is not as deep as you would like us to think.

Certain identifiable people at FEI made the mistakes. However, rather than admit error, in your March 2014 letter you place the blame on "the imperfections in [Galambos'] semantic structure" and on my "inability to accommodate them." Attempting to shift the blame to Galambos and me is outrageous. Your job was to work with Galambos' "imperfections" and fix them, and in these instances you failed. We all fail from time to time. It's the denial that's the problem.

Rather than doing the intellectually honest thing by admitting that someone made mistakes, and that others didn't notice them, and expressing gratitude to me for telling you about it, you shot the messenger. To call my pointing this out "bitter dissatisfaction" further erodes the idea that those who are in charge of Galambos' work are "authorities." And you never did say that you would correct the errors.

Attempted primary murder--the cases of Jay Snelson, Alvin Lowi, Jr., and Harry Browne

In my February 4 letter I called your removal of Jay Snelson's name from the V-50 DD recording "primary murder," a phrase coined by Galambos to describe instances where people (usually dictators) try to remove their supposed enemies from history. I did not mention that the names of two other former close Galambos associates, Alvin Lowi, Jr., and Harry Browne, were also removed. And it wasn't just their names that were omitted, but the way in which those names were used, which consisted of Galambos giving them credit for some contribution they had made. A person listening to V-50 DD with the names undetectably erased would never know that these men were part of Galambos' development.

In your response to my use of the term primary murder, you say that it was Galambos' standard policy to remove favorable references to individuals "who have become known plunderers [of Galambos]." If this is true, then I consider that to be a flaw in his character. It would behoove all of us to remember that when Galambos had a complaint against someone, he occupied the roles of complainant, prosecutor, jury and, finally,

judge. There was no arbitrator hearing both sides. Such complaints about others as he may have had, or as you may have now, have never been adjudicated in any court, let alone a private court in the Natural Republic. The positive contributions of these three men were real, and it is wrong not to acknowledge them. The moral thing to do, in my view, is to give them credit and then, by footnote or other means, describe their alleged transgressions. Deleting their names from the historical record is the same thing as Stalin deleting images of his political enemies from photographs, and is attempted primary murder.

You made several allegations about Jay Snelson in an attempt to justify the deletion of his name. Reviewing this in detail would require a full scale arbitration process, but because the principals are no longer living, this can never happen. However, to the extent that Snelson disagreed with Galambos on matters of philosophy, or science, or volitional science specifically, since when is that a reason to be removed from history? If there was no disagreement there would be no science and no progress.

We know that in certain religions and cults a person may be vilified, expelled, or even killed for disagreeing. Does the "crime" of heresy belong in science? No! But sadly we have found that concept being applied in all branches of science, and this fact was repeatedly addressed in Galambos' lectures. Bruno, Galileo, and Semmelweis quickly come to mind. Neither Snelson nor anyone else should ever belong on such a list, but you seem to have put him there. As Galambos pointed out again and again, the scientific method is the tool that should be used to settle such matters, and nothing else. One of the problems caused by Galambos' work remaining unpublished is that it is impossible to compare his work with others, including that of Snelson, whose productive life continued for more than 30 years after he separated from Galambos.

You also allege that Jay Snelson committed certain property crimes, and that his deletion from the recorded lectures was because he "chose to commit primary suicide." You say that his tangible and intangible "accounts" with Galambos are far in the negative. Unfortunately, Snelson passed away on December 21, 2011 and so cannot defend himself. Although I am in no position to offer a defense, I'll make reference to two enclosed documents that bear on the issue, and which may serve to move those "accounts" toward a positive balance.

The first is a two page letter from Galambos to Snelson, dated 1976, April 4. It is hard to imagine a letter more lavish in its praise, to include the sentence, "My personal gratitude to you is enormous for the eleven-and-a-half years that you have devoted your full energy to the building of a better world, a durable world, and freedom as a grand by-product." This was written at a time when Jay Snelson's successful live presentations of V-50 were accounting for the vast majority of new customers for FEI classes, producing both primary and secondary profits to Galambos. Snelson's contribution continued unabated until he delivered his final session of V-50 in February, 1978.

Approximately one week before that, in front of a couple of hundred surprised and stunned students attending the invitation-only Open End Course (OEC), Galambos

terminated his long-standing, mutually profitable relationship with Snelson. We students had no idea what had happened to cause this, but I suppose that most of us gave the benefit of the doubt to Galambos. Besides, FEI was his company and he could run it any way he saw fit. I was one of those who assumed that Galambos' action must have been justified. It made no sense to me that Galambos would end his relationship with his number one revenue producer without good reason, but Snelson didn't seem to protest.

I was not to encounter Snelson again for another 30 years, when he was battling multiple myeloma, the disease that ultimately claimed his life. Although Galambos had once stripped him of his primary source of income, to say nothing of the psychological damage that ending their once-close relationship must have been done, I never heard him express bitterness about it or even mention it. To use your terminology, I wonder what Galambos' "account" with Snelson looked like. It seems that despite the way Galambos had treated him, the account had a positive balance. Such was the measure of this man.

Unlike Galambos, Snelson continued to give credit where credit was due. My wife and I attended his last lecture, on October 22, 2011, where the topic was his soon to be published book, *Taming the Violence of Faith*. Despite his illness, his delivery from the lectern was just as powerful and engaging as when he was at FEI. It was always a treat to listen to a Jay Snelson lecture. Sadly, he passed away two months later on December 21, 2011. In the book and in his talk he cited his three primary intellectual antecedents: Ludwig von Mises, Robert LeFevre, and Andrew J. Galambos. I recorded the lecture on video and the image below was extracted from it.



Jay Snelson crediting Galambos at his last lecture, October 22, 2011

A transcript of the lecture is available without charge at www.suscivinst.com, and the book is available at Amazon.

In the interactions I had with Jay Snelson, he always freely gave great credit to Galambos. If he came to disagree with any of what Galambos taught (and therefore what he himself had taught as he delivered both Course V-50 and V-201) he didn't attack Galambos.

I wondered why Galambos had terminated their relationship. After writing to you in February I received from Snelson's widow, Nancy Rhyme Snelson, a copy of a document that gives Snelson's answer to that question. It is enclosed. The document is a monograph written by him in 1979, a year or so after he was terminated, titled "Comments on Events Leading to the Termination of the Senior Lecturer and Professor of Volitional Science of The Free enterprise Institute."

According to the cover letters that accompany it, in 1990 it was provided to Irwin B. Golden, DDS, a former FEI course contractor, and in 1999 to Cheryl Cerell (then known as Cheryl Croxall Spehar), and to Alvin Lowi, Jr.

I believe that making a historical record is what Snelson had in mind when he wrote the monograph, and apparently he didn't share it with more than a few people. He seemed to have done what many people in such situations do—write down events as they can best remember them for whatever use they may have in the future. It's also a way to "vent" privately, as one might do in a diary.

Most of us only knew Jay as the dynamic lecturer who brought some of Andrew J. Galambos' marvelous new ideas to us. This document is Snelson's account of some of what went on behind the scenes. For those who do not know all the "players" who appear in the monograph, Ms. Thelma "Tammy" Jefferson was Snelson's assistant. Snelson, as yet unmarried, was romantically involved with her at one time. Ms. Lauren Gilbert was Snelson's later romantic interest. Mr. M. J. "Matt" Lange was personally close to Galambos, was a course contractor, and handled Galambos' money. He later embezzled well over a million dollars in book and course advance payments.

Although Snelson's monograph could be criticized as self-serving, and Galambos is not here to respond to it, I find it to have the ring of truth, and encourage everyone to read it.

As to two other people deleted from V-50 DD, Alvin Lowi, Jr. seems to have been Galambos' closest confidant in the earliest years of FEI. He is a brilliant man in his own right, and fortunately he has written several interesting papers about Galambos, informing the reader about Galambos' development. I've never heard anything from him that would in any way give cause to remove his name from the recorded lectures. He might well have criticized Galambos' ideas in some ways, but his admiration for him is clear to this day. I have enclosed three fascinating essays dealing with Galambos. They are, *Galambos Remembered II* (1995), *A Lasting Encounter* (2003), and *Government as a Marketable Service* (2006). Additional work of his can be found at <http://above-the-garage.com/lowi/> and at <https://www.lewrockwell.com/author/alvin-lowi-jr/>.

Harry Browne was for a while a lecturer at FEI. He was a published author and later the Libertarian Party candidate for President. Galambos taught during most of his career that political activity was wrong, and I agree with Galambos that Browne should have avoided it. However, Galambos himself supported limited political government in the early days of FEI, and it was apparently the influence of Robert LeFevre and of his own students that led him to question and then to condemn political activity.

Regarding government, the total rejection of *political* government (what Galambos called the state) in favor of a purely voluntary, stateless society is the biggest paradigm shift anyone can make, and it didn't come quickly for Galambos. The state is all that anyone has ever known. As a result, even today it's hard for me to blame anyone who believes that the only feasible path to freedom lies in first shrinking the state by political means, such as "getting back to the Constitution," before dispensing with it entirely. I assume that Browne was somewhat in that position. Most people simply haven't had the educational inputs that show the flaws of this position, to say nothing of the time to think them through and to examine the evidence.

I believe that this paradigm shift is particularly difficult for those of us who were brought up in the United States of America, "the land of the free," under arguably the best political government that ever was, at least at the start. I can recall Galambos making a negative remark of some kind about Browne in a live class, but his recorded comment in V-50 in 1968 was positive. In my view it should have been left there and qualified, if desired, by a simple footnote noting his later split with Browne. After Galambos' death Browne published the enclosed essay in the November 1997 issue of *Liberty* magazine, titled *Andrew Galambos—the Unknown Libertarian*. It contains both criticism and praise, and is interesting reading.

We would all like our heroes to be perfect, and Andrew J. Galambos is a hero to many of us. Unfortunately, like all of us, he was not a perfect person, but it's troubling to be confronted with that reality. The evidence is strong that he was in many ways his own worst enemy, driving away friends and allies. However, the emphasis should be on his achievements, which were stunning.

The men whose names you removed from V-50 DD, Snelson, Lowi and Browne, clearly admired and even loved Galambos, and as far as I can tell, did nothing to harm him. Their criticism of him is tempered by their deep admiration for the man who made a positive contribution to their lives. I urge you to restore Galambos' references to them in the V-50 DD recording.

Where are we now?

Although in your May 2009 letter you proudly announced the "fully satisfied" ruling, in the very next paragraph you admitted that you hadn't "fully satisfied" your book obligation at all. In that paragraph you wrote:

The trustees have always had and still have every intention of fulfilling their fiduciary obligation to publish, protect, and perpetuate AJG's work. That specifically

includes the proprietary production and distribution of Book 1 as the definitive, authoritative reference work on AJG's theory.

I wonder how many readers noticed that your words revealed the contradiction between your rosy depiction of the judge's "fully satisfied" ruling and your admission that the book hadn't yet been distributed, let alone produced. There was no Book 1 then, and there is no Book 1 now, five years later, despite your "every intention." It's hard to see how someone with "every" intention of publishing the book would not have published it by now. And, based on your recent admission to me that you made a mistake in publishing anything, the implication is that you no longer have any intention of delivering the book to those who paid for it.

The rest of your May 2009 letter features a series of glowing statements of progress, all of which would have been music to the ears of every Galambos student. But what did you say to those who had purchased the book, had received Volume 1 in 1999, and hadn't heard from you since? Here it is:

There is a great deal to say on that subject—much more than is appropriate to include in a letter that discusses so many other subjects with the FEI market in general, which includes individuals who are not book subscribers. All individuals who have purchased books by advance subscription should inquire for further information using the contact information on page 8 of this letter.

The letter made you look good by showing you defending Galambos, building the future, quashing rumors, etc. Many, perhaps most, of the people receiving it hadn't ordered and paid for the book, so why tell them that you had broken your promise to those who had? Why air the dirty laundry for all to see? Of course you wouldn't want to do that in your cheery missive, so you deflected whatever interest they might have had by telling them that it wouldn't be "appropriate" for them to read the apparently extensive details of something that didn't concern them.

I didn't receive your May 2009 letter in 2009 because I had forgotten to give you my new address when I moved. I learned of the letter's existence in 2013 during the enrollment process for V-50 DD, and was provided a copy by the FEI staff. I then followed the letter's advice and requested information about the book from Cheryl Cerell, named as the person from whom to get it. Although I expected to hear what you called "a great deal to say," she simply referred me back to your letter and its statement about "proprietary production and distribution" as though that was somehow self-explanatory. That answer told me that I wasn't going to get my book anytime soon, but I didn't press her on the point, feeling that it was a dead end.

My goal was to hear V-201 again as a substitute for the book, purely for my personal enjoyment. I agreed to pay for and take V-50 DD because, even though I had taken V-50 from both Snelson and Galambos, and own the transcription, known as Volume 1 of *Sic Itur Ad Astra*, according to Ms. Cerell taking V-50 again online as V-50 DD was the only way I would be permitted to hear V-201 DD. She knew that I had taken many

more courses, including those that were by Galambos' invitation, but nevertheless insisted that I would have to pass various tests of comprehension that have been incorporated into V-50 DD. She said that there was no way for her to tell whether I had understood the course the first time.

As stated, I agree that testing for comprehension is a good idea, but the V-50 DD format allows the student to listen to the recording as many times as he wants while answering the questions, thereby making it an "open book" test. Because I own the transcript of the recording, the tests could have been administered to me without the need for my paying the V-50 DD tuition and spending 50 hours or so listening to the lectures again. When I asked about that, Ms. Cerell advised me that "new material" had been put into V-50 DD so it was necessary for me to enroll and listen.

I relate the story of my enrollment for two reasons: first, to show that a rigid, bureaucratic, non-entrepreneurial set of rules is in place; second, to acknowledge that the only way I would have known about the deletion of Snelson's name and of the errors in what turned out to be the "new material"—the graphics—was by enrolling in the course, so I'm glad I did. Those discoveries eventually caused me to stop listening to the course and ultimately to write to you about the book, something which I probably should have done in the first place.

Ms. Cerell added that another factor behind non-publication was that there was no money with which to publish, citing in part the litigation expenses caused by Mr. Marks. Of course there would have been no litigation and no litigation expense if you had honored the contract. Furthermore, during the litigation Marks and the other plaintiffs offered to pay the publication costs, an offer that they and I'm sure others might make even today. Finally, because publication costs approach zero if done digitally, money is not the issue.

I'd like to make it clear that I have nothing against Ms. Cerell, who I am sure is sincere in her desire to promote the work of Galambos. That said, to the extent that she supports the things that I have complained about herein, I believe she is mistaken and I hope that what I have written will alter her view along with yours.

Given the passage of time it seems certain that despite your promises to the contrary, you have no intention of delivering the rest of the volumes of Book 1 to those who paid for them. Why? Would such publication hurt Galambos? How? What harm would come from giving me the book that I paid for? It's not enough to tell me that I "don't understand." That assertion contains the implicit claim that you *do* understand, and why should any of us think that? Where's the observational evidence that you understand Galambos' ideas any better than we do? But if you do understand something that we don't, and I allow for that possibility, why don't you simply tell us what it is? Why do you keep it a secret?

Your May 2009 letter references "AJG's intent...as authoritatively interpreted..." Interpreted by whom? Who is the "authority?" This is the antithesis of the way science works, and is not fitting treatment for the work of a person who considered himself to be a scientist above all else. As Galambos taught, in science everyone has the right to interpret

and challenge everything all the time, and the scientific method is the tool for sorting out what's right and what's wrong. Relying on the word of an "authority" is not acceptable.

Fifteen years ago Volume 1 was published by you, thereby disclosing some of Galambos' ideas in print. You now say that that disclosure was promiscuous and therefore a mistake. But where is the ill effect? Arguably, Volume 1 was delivered to Galambos' most ardent supporters who, for the most part, were intelligent, successful people, eager to build the Natural Republic. However, it is likely that many, if not most, copies of Volume 1 sit on shelves, dusty and unread, waiting to be discarded by some future heir, as their owners sit immobilized by the lack of ideological leadership at FEI.

What about the larger market, those who today have never heard of Galambos? What would the effect be of making his work available in print? It is observable that most people, lacking curiosity, won't buy such a book, let alone read it, so they are harmless. Others might read and disagree, or not understand it, but so what? They are harmless too. Even the curious, rational people who do "get it" will probably not do anything significant with the knowledge, and so are also harmless. But the few who are motivated to do something, e.g., the people that Galambos sought, will probably do the *right* thing and proceed using his principles.

Given human nature, to rely on anything more than people *probably* doing the right thing would be utopian regardless of how tightly disclosure is controlled. An intelligent sociopath would have no difficulty getting through the barriers you have erected, but your "filter" eliminates the much larger body of ordinary, imperfect humans whose subsequent behavior will always be unpredictable. The great mass of humanity, which hopefully contains at least some persons who would do the right thing, is shut out because you've made it difficult to get the material. However, a book, especially an eBook, would change that.

In the 1970's, at any given time hundreds of people, perhaps more than a thousand, were enrolled in FEI classes. It was exciting! I can recall asking Snelson in 1975 if he had any sort of estimate of the "critical mass" (number of V-50 graduates) that it would take to get things really rolling. Today I realize what a naive question it was, and Snelson did me the favor of offering a vague answer which I no longer remember. My point is that the question reflected the enthusiasm that I think many of us had. In retrospect I see that Galambos had no idea how to harness it and in fact did many things to squelch it. Today, much like the number of World War II veterans, the number of living graduates from that era is shrinking. It is quite obvious that the attrition is not matched, let alone exceeded, by the number of students currently enrolled in online classes. As a result, Galambos' special contributions, the things that set him apart from other thinkers, are unknown outside of a small group that is getting smaller.

In the meantime, the world moves on and other people think and write about the issues, some of them brilliantly. A number of authors have put together some of the ingredients of freedom, arguing effectively for the end of the state and describing how society would function without it. I only wish I could tell them, "Read Galambos' book," but there isn't

one. Much has been learned about human behavior since Galambos began disclosing his ideas over 50 years ago. If Galambos did in fact make important discoveries and create important innovations, but those achievements remain secret, then it is likely that they will be independently discovered and innovated by others, with credit to them, while Galambos meets the “contractual oblivion” that results from non-disclosure.

You claim that publishing Volume 1 was a mistake. I claim that the mistake was not honoring the contract that Galambos entered into with his student customers. The people I know from that group were willing to participate in a multi-generational effort and had no illusions about overnight success. They were Galambos’ best friends. They invested their money—considerable money—and their time—considerable time—after being convinced by Galambos that they were participating in an undertaking that had no less an objective than building freedom for all mankind. Your refusal to publish has served only to destroy their investment, to say nothing of impeding the human progress that was Galambos’ goal.

It is a tragedy that the thousands of FEI graduates have no way of getting together, discussing ideas, building on Galambos’ work, critiquing it, improving upon it, and otherwise using their FEI education in ways that go beyond mundane daily life. Sadly, Galambos set the stage for this outcome by not encouraging a sense of community. There were no discussion groups, no social occasions, no exchanging of names and sharing of information. In a real sense you have followed suit. With classes now delivered only online, there is even less opportunity for graduates to communicate with one another, except via the miracle of the Internet, which you have ignored.

When I acknowledged in my February 2014 letter to you that there might be things of which I was completely unaware, what I had in mind was the possibility that you might have quietly achieved some significant success in building the Natural Republic alongside the collapsing worldwide political structure, which was what Galambos advocated. I was hoping to learn that under your leadership a thriving and growing Natural Republic exists, perhaps in cyberspace, or even a physical “Galt’s Gulch” sort of place, but my guess is that it doesn’t. However, I’d be delighted to be wrong.

How has your way of doing things worked out so far? Given that your letter of five years ago is full of ambitious goals and optimism, what has been accomplished in those five years? What observational evidence shows that not honoring Galambos’ contract, thereby depriving his most ardent supporters of their property, has worked out for the best? What achievements do you claim as justification for keeping Galambos’ work locked away, virtually unknown and extremely difficult to access?

Why haven’t we heard anything from you for five years? Your 2009 letter announced that both V-50 and V-201 were available on DVD, a commendable accomplishment. However, there was no follow-up announcement when the courses were then made available online, thus making them easily available throughout the world, at least in principle. How is this lack of communication consistent with your duty to publish and perpetuate AJG’s work? Where is the *marketing*?

I could certainly be wrong, but from what I observe, the current effort to market Galambos' ideas does not appear to be very successful. In a social media world, where's the "buzz" about Galambos? The Internet is teeming with advocacy for non-political solutions to societal problems, but Galambos' name doesn't come up. He had solutions, but where are the people urging their friends to sign up for V-50 DD? If you claim success, I invite you to provide hard data to that effect and prove me wrong, which I hope I am.

You claim that your "marketing method" has "already" produced "high-quality graduates." What "marketing method" are you talking about? Do you mean the website that carries a notice that to enroll in a course, even V-50 DD, a person must be referred by a "qualified graduate?" This restriction rules out virtually every curious person who stumbles onto the site, and is a recipe for driving prospects away. That restriction alone would explain the lack of a Galambos presence on social media. What proactive measures are being taken to drive people to the website? I haven't seen any. And what do you mean by "already?" If you start the clock in 2008, at the end of the Marks litigation (the final claimed obstacle to your progress) you've had six years.

How many "high-quality graduates" have you produced, and what is your definition of "high-quality?" How do you test for it? What evidence do you have that these graduates "are applying the concepts to their lives and their interactions with others." This sounds like wishful thinking. If you expect anyone to believe that your methods are working, you must show observational corroboration of your claims. That is, after all, the standard of proof of the scientific method as taught by Galambos.

I believe that in FEI's best years it did in fact produce many high-quality graduates, which I'll define as people ready, willing and able to carry out the last three steps of the Ideological Program, with some perhaps contributing to the first step. Tragically, all Galambos did with that resource was to use it to bring in new customers by word of mouth. Predictably, the resource stopped growing when he terminated Jay Snelson, who was generating the vast majority of the new students.

When Galambos was later incapacitated by Alzheimer's, the accumulated resource—the human capital—decayed with him. As I think back to the well-attended April 1999 gathering that you organized to distribute the pre-purchased copies of Volume 1 and to sell more copies of it, including a softbound version, there was an opportunity to reenergize and mobilize the resource. However, at the end of the day everyone went their separate way, just as they did at the end of every Galambos live lecture. This was an opportunity to share names, addresses, phone numbers and other information but that didn't happen, and we didn't hear from you again for another 10 years. What a waste of an opportunity to build the market for freedom.

In a way I can't fault you for this. You are a lawyer and, as far as I know, not a P_1 or P_2 entrepreneur. What was and is still needed are people with an entrepreneurial spirit and skills to match. Being a "fan" of Galambos or an "expert" in his theory does not qualify anyone to *market* his work. I believe that an opportunity still exists to rekindle the

enthusiasm and support of many graduates, some of whom have useful skills, if you demonstrate a willingness to implement changes.

The rights of book purchasers are theirs until they dispose of them

With Galambos' acceptance of my payment for Book 1, he sold me the right to have unrestricted access to the material it was to contain—the theories presented in V-50 and V-201. This was to be made physically possible by means of a printed book owned by me and under my control. By “unrestricted access” I mean that I could pick up the book and read it anytime I wanted to. You have refused to provide the major portion of that book, but ownership of the *right of access* to the material it was supposed to contain is still my property. I'm not an attorney and I haven't consulted with one, so I don't know the legal strength of this position. However, I am certain of its moral strength as established by Galambos' teachings. It is my belief that my property right of ownership cannot be interfered with legitimately. It is mine in perpetuity until I voluntarily give it up or transfer it to another person or entity.

Every person who paid for the book is similarly situated, and we have the same moral right of access to the material that it was supposed to contain as we would the material in any other book we might purchase from its author. Fortunately, your publishing of Volume 1, which contains the transcript of V-50, has given me access to some of what I paid for. What is missing is what I also paid for, V-201. It was proper for you to refund my V-50 DD tuition, not because I complained about Snelson and the errors, but because the only reason I paid the tuition was to gain access to V-201 DD, access to which I already owned. I simply didn't think that through at the time.

Based on all of the above I hereby insist that you provide Course V-201 to me either by providing me with the lectures on DVD, or by allowing unrestricted access to V-201 DD via the Internet, or by sending me a transcript in either printed or digital form, with all of these things to include associated graphics. Any or all of them would be temporary substitutes for the remaining volumes of Book 1, to be delivered in printed form when they are published.

I urge every book purchaser to exercise their rights under the contract and make a similar demand for access to the material that they *already own*. I am doing that by emailing this letter and the documents referenced herein to your law office, info@waynejoynerlaw.com, and to FEI's website, info@fei-ajg.com. I also urge any other interested person to request that you publish.

I realize that my criticisms here have been strong and accusatory, but I know of no other way to state what I believe to be the facts and the proper actions to take. I believe that you have somehow formed a view and implemented policies that are at odds with the teachings of the very person you are obligated to support, Andrew J. Galambos. I'm not impugning your motives, and I'm willing to take at face value your stated intention to do the right thing. However, we've all done things that seemed like a good idea at the time but which turned out to be wrong, and I think that's the case here.

I would be remiss if did not mention again the high production value that is present in V-50 DD. The sound quality and the "look" of the graphics is first rate. Also, the user interface works quite well. I know how much time is required to do this sort of thing and I'm thankful that you have made the effort. And believe it or not, I would enjoy interacting with the FEI staff and offering such helpful input as I can after we have resolved our differences.

I hope that what I have written will cause you to rethink and change your position. I intend to transmit this letter to others, and to encourage them to share it widely. If you choose to respond to me I will forward that response to them, as I have done already with our original exchange. If you disagree with my position, then I suggest that you explain your actions thoroughly, which as far as I know will be for the first time. If you can offer a moral and rational justification for why we don't have the book you will have my gratitude for correcting my error, and my apology for not seeing that error and criticizing you. Otherwise, I expect to be given immediate access to the material.

Sincerely,

Richard Boren

Enclosures:

Boren's letter to Joyner Feb 2014
Joyner's letter to Boren Mar 2014
Joyner's FEI Market Letter-2009, May 20
Galambos' letter to Snelson, 1976, April 4
Snelson's Comments on Termination, 1979
Alvin Lowi, Jr.'s essays
 Galambos Remembered II
 A Lasting Encounter
 Government as a Marketable Service
Harry Browne's essay
 Andrew Galambos—the Unknown Libertarian
Litigation documents
 Plaintiff's Closing Argument
 Defendant's Brief re: Closing Argument
 Plaintiff's Rebuttal to Defendant's Closing Argument
 Tentative Decision