

Alfred Baber Fonds

Correspondence

Motiz, John  
1994-95

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**John H. Wotiz**  
Professor Emeritus  
Department of Chemistry  
Southern Illinois University  
Carbondale, IL 62901-4409, USA  
E-mail: filla@som.siu.edu

Tel. 618-549-4220; FAX 618-453-6408

Alfred: FYI

11/8/95

9. Wotiz, Glenview, ACS, the Division, Jensen and Rocke agree to keep confidential the terms and conditions of this Release and agree that any statement by them regarding the Release shall be limited solely to the fact that "there are no outstanding claims or issues involving the parties" and no more.

The out-of-court settlement was 125% of expectations.

on Dec. 1 I am leaving for Melbourne, Australia for a lecture - we shall also stop in New Zealand, Indonesia, Thailand, South Africa, Zimbabwe, Botswana, and Brazil. (Around-the-world, Southern hemisphere)

Have a good X-mas and happy New Year. We'll be back on Jan. 4, '96.







Dr. Alfred Bader  
924 East Juneau, Suite 622  
Milwaukee, Wisconsin 53202  
Phone: 414/277-0730  
Fax: 414/277-0709

*A Chemist Helping Chemists*

November 22, 1995

Dr. John H. Wotiz  
Professor Emeritus  
Department of Chemistry  
Southern Illinois University  
Carbondale, IL 62901-4409

Dear Dr. Wotiz:

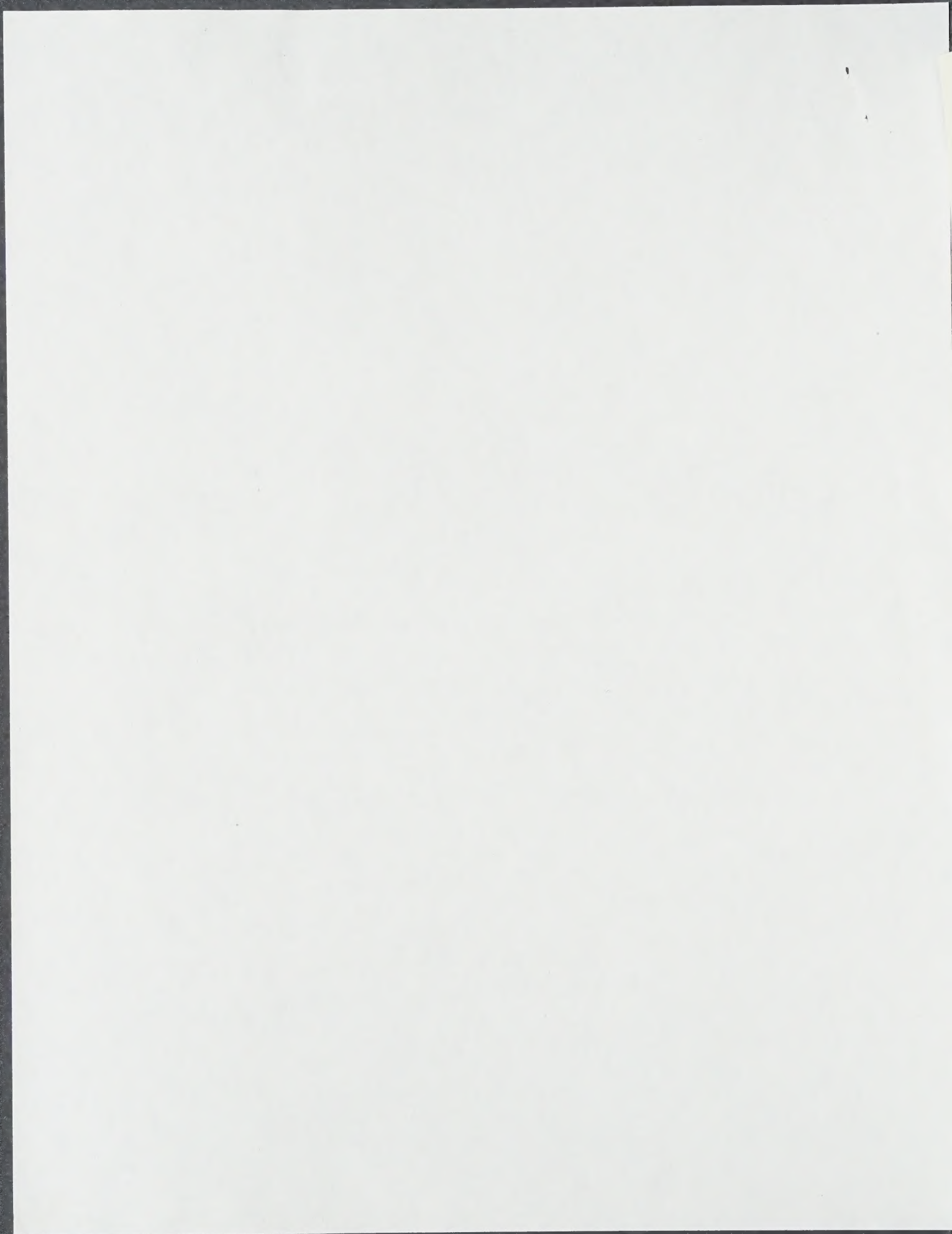
Thank you for your letter of November 8, 1995 to Dr. Bader. I will send Dr. Bader a copy with his next mail packet.

He is presently in England through the end of December and will reply personally upon his return to Milwaukee.

With best wishes for a safe and pleasant trip,

Cheryl Weiss  
Office Manager







Dr. Alfred Bader  
2961 North Shepard Avenue  
Milwaukee, Wisconsin 53211

November 8, 1994

Dr. John Wotiz  
903 Glenview Drive  
Carbondale, Illinois 62901

Dear John:

I am sorry that I cannot locate Rocke's letter of 1971.

Best regards.

Sincerely,

Alfred

Alfred,

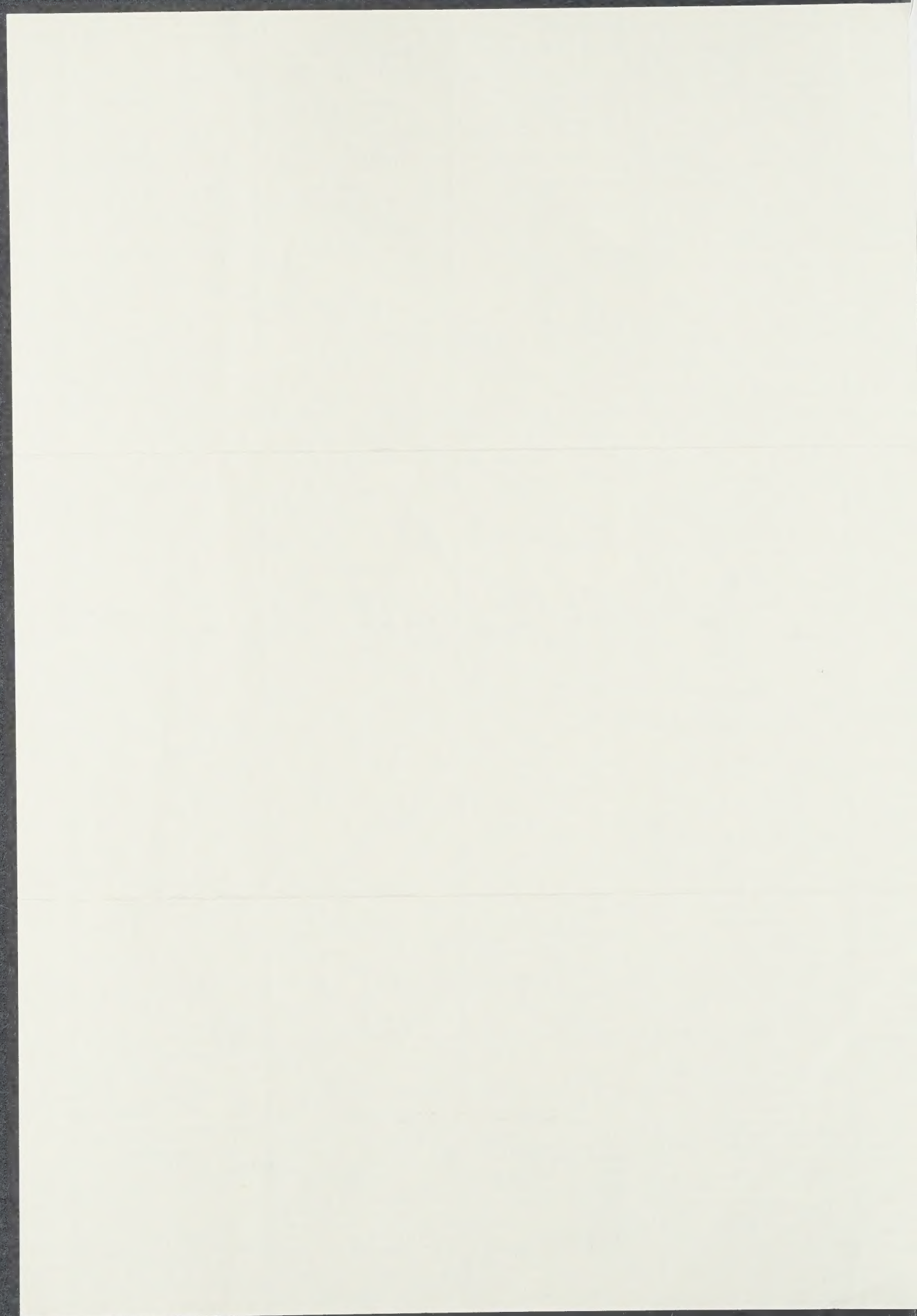
The last suit was filed today.  
I am leaving tomorrow and will  
return on Dec. 20, 1994. If you  
call or write to my home address,  
it will be forwarded if you so  
specify. yours, Al.

not 1971, but 1991

Thanks!

11/10/94







File:  
Wotiz

IN THE CIRCUIT COURT OF THE  
FIRST JUDICIAL CIRCUIT, JACKSON COUNTY, ILLINOIS

GLENVIEW PRESS, INC., an Illinois )  
corporation; and JOHN H. WOTIZ, )  
) )  
Plaintiffs, )  
) )  
v. ) )  
) )  
ALAN J. ROCKE, individually and Associate )  
Editor of The Bulletin for the History of )  
Chemistry; WILLIAM B. JENSEN, )  
individually and as Editor of The )  
Bulletin for the History of Chemistry; )  
THE DIVISION OF THE HISTORY OF CHEMISTRY )  
OF THE AMERICAN CHEMICAL SOCIETY, a )  
foreign corporation; and THE AMERICAN )  
CHEMICAL SOCIETY, a foreign corporation, )  
) )  
Defendants. )

Case No. 94-L-

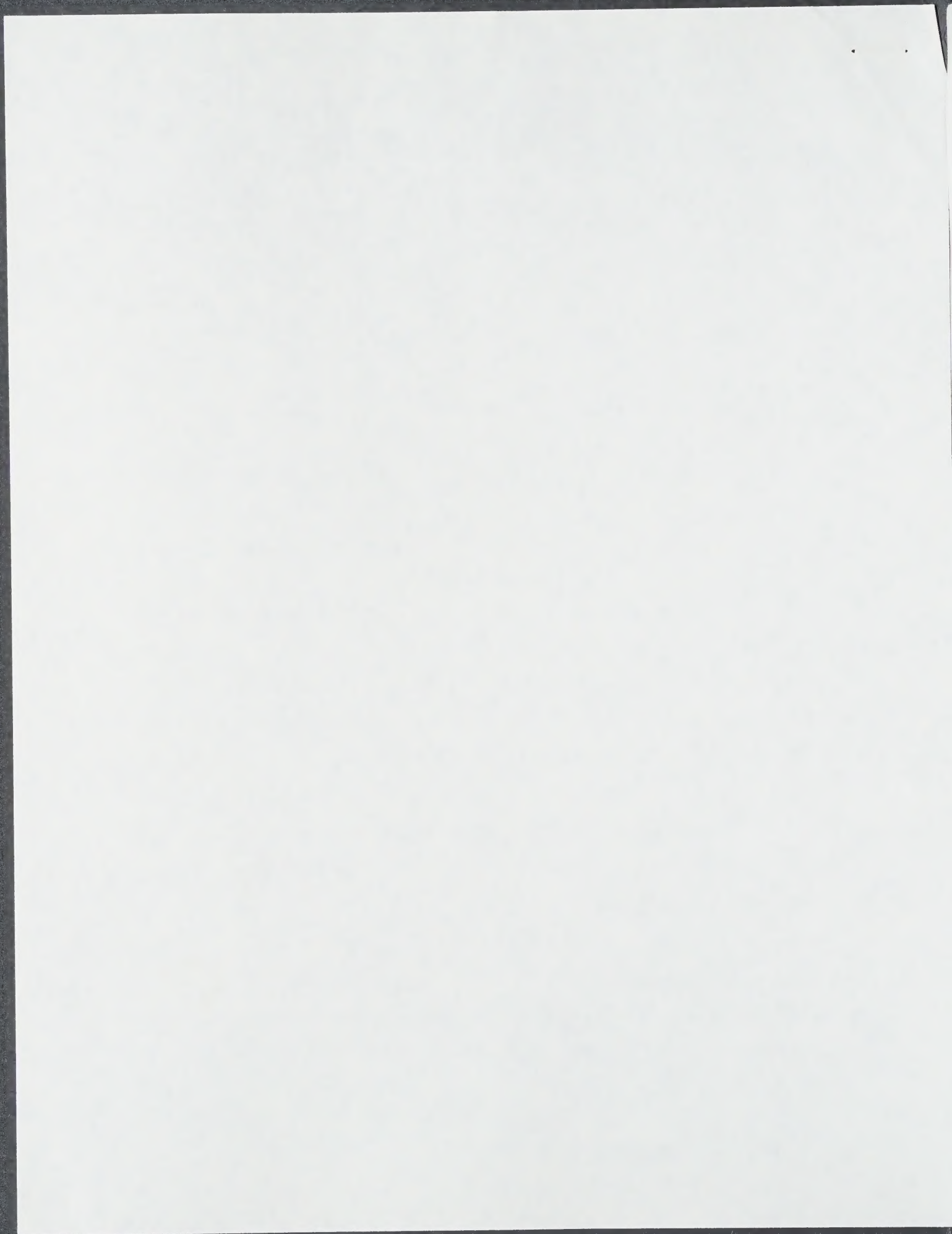
COMPLAINT

COME NOW the Plaintiffs, GLENVIEW PRESS, INC., an Illinois corporation, and JOHN H. WOTIZ, by and through their undersigned counsel, GENE A. TURK, JR., complaining of the Defendants, ALAN J. ROCKE, individually and Associate Editor of The Bulletin for the History of Chemistry; WILLIAM B. JENSEN, individually and as Editor of The Bulletin for the History of Chemistry; THE DIVISION OF THE HISTORY OF CHEMISTRY OF THE AMERICAN CHEMICAL SOCIETY, a foreign corporation; and THE AMERICAN CHEMICAL SOCIETY, a foreign corporation, as follows.

COUNT I

1. The Plaintiff, GLENVIEW PRESS, INC., [hereinafter, "Glenview Press"] is an Illinois corporation doing business at P.O. Box 492, Carbondale, Illinois 62903.

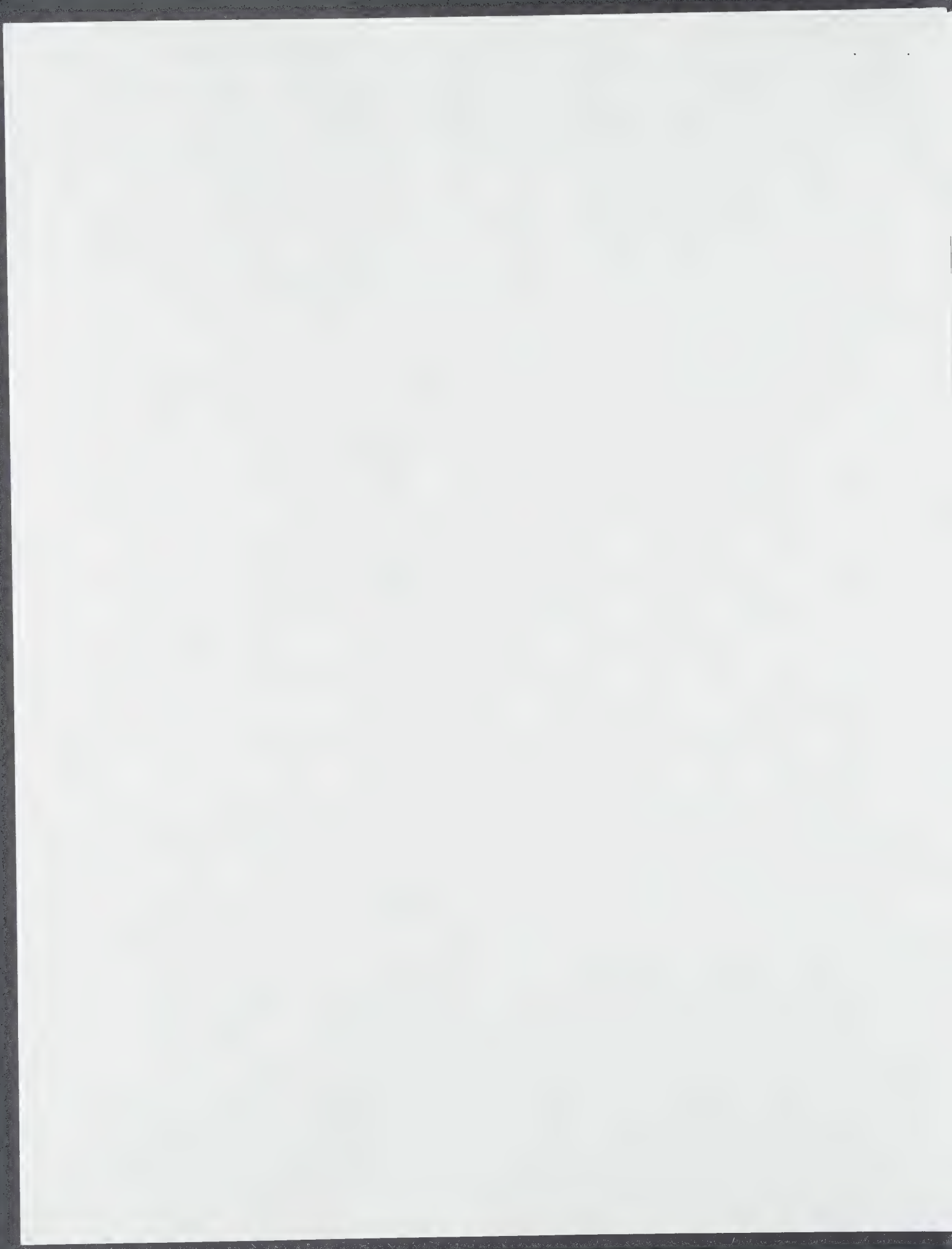






2. The Plaintiff, JOHN H. WOTIZ, is a resident of Jackson County, Illinois.
3. The Defendant, ALAN J. ROCKE [hereinafter "Rocke"], is a resident of the State of Ohio and, since 1991, has been Associate Editor of The Bulletin for the History of Chemistry and was an apparent agent of the Defendant, THE DIVISION OF THE HISTORY OF CHEMISTRY OF THE AMERICAN CHEMICAL SOCIETY, and of the Defendant, THE AMERICAN CHEMICAL SOCIETY.
4. The Defendant, WILLIAM B. JENSEN [hereinafter "Jensen"], is a resident of the State of Ohio and at all times material hereto, was Editor of The Bulletin for the History of Chemistry and was an apparent agent of the Defendant, THE DIVISION OF THE HISTORY OF CHEMISTRY OF THE AMERICAN CHEMICAL SOCIETY, and of the Defendant, THE AMERICAN CHEMICAL SOCIETY.
5. The Defendant, THE DIVISION OF THE HISTORY OF CHEMISTRY OF THE AMERICAN CHEMICAL SOCIETY [hereinafter, "HIST"], is a foreign corporation doing business in Illinois and, at all times material hereto, was responsible for publishing The Bulletin for the History of Chemistry [hereinafter, "The Bulletin"].
6. The Defendant, THE AMERICAN CHEMICAL SOCIETY [hereinafter, "ACS"], is a foreign corporation doing business in Illinois.
7. Although the Defendant ROCKE and the Defendant JENSEN were not at all times material hereto members of HIST, they were nonetheless held out by HIST as its agents with apparent authority to act on its behalf by virtue of the fact that HIST

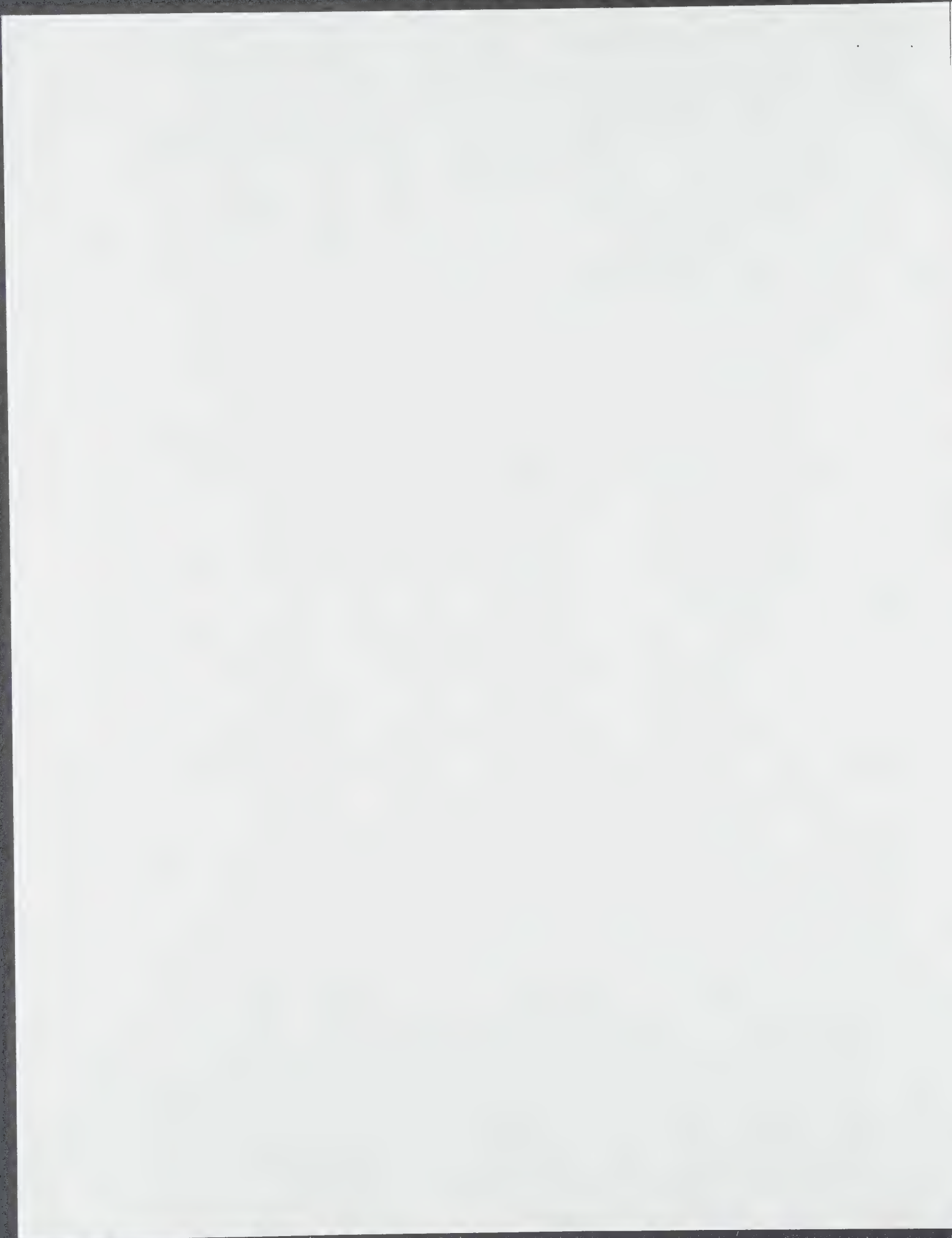






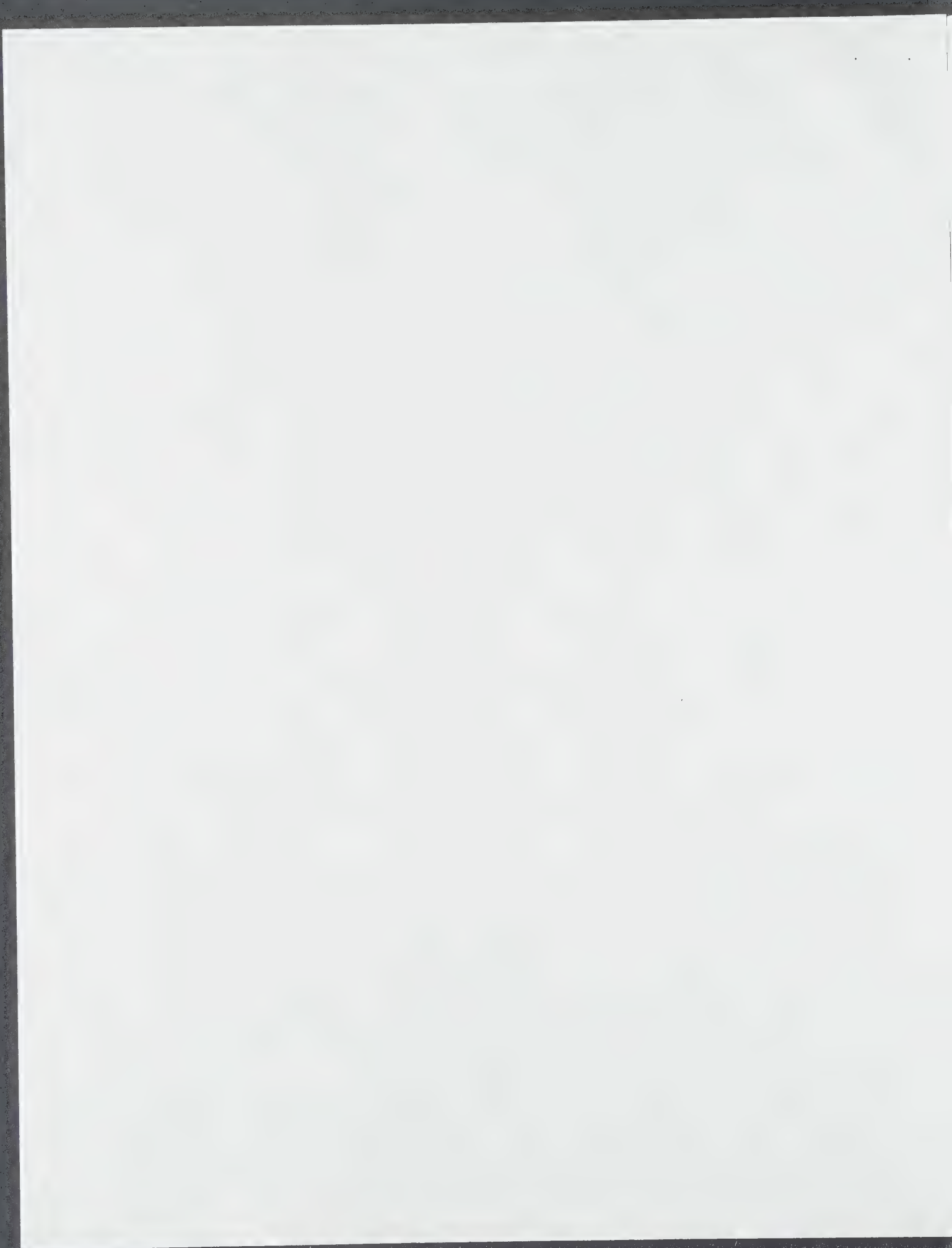
allowed them to be members of the editorial board of The Bulletin, a HIST publication.

8. Beginning in September 1987, the Plaintiff, JOHN H. WOTIZ, began organizing a Symposium where participants would meet and entertain diverse viewpoints on the one-hundredth anniversary of Benzolfest, an event where scientists from around the world had met in 1890 and celebrated the 25th anniversary of August Kekulé's first published views on the cyclic chemical structure of benzene. The Symposium was particularly focused on the events surrounding and influencing Kekulé's startling announcement at the Benzolfest that his idea had come to him in a dream.
9. The Plaintiff JOHN H. WOTIZ offered the Defendant ROCKE the opportunity to attend the Symposium and, on or about October 9, 1987, ROCKE responded to the Plaintiff, JOHN H. WOTIZ, that he would accept the invitation to participate.
10. The Defendant ROCKE did, in fact, participate in the aforementioned Symposium, and presented the paper No. 8, entitled, "Pride and Prejudice in Chemistry: Kekulé, Wurtz and Kolbe."
11. Prior to the Symposium, the Plaintiff JOHN H. WOTIZ decided to publish a compilation of the various Symposium participants' articles [hereinafter, "the Kekulé book"], and he offered each participant the opportunity to submit an article for publication.



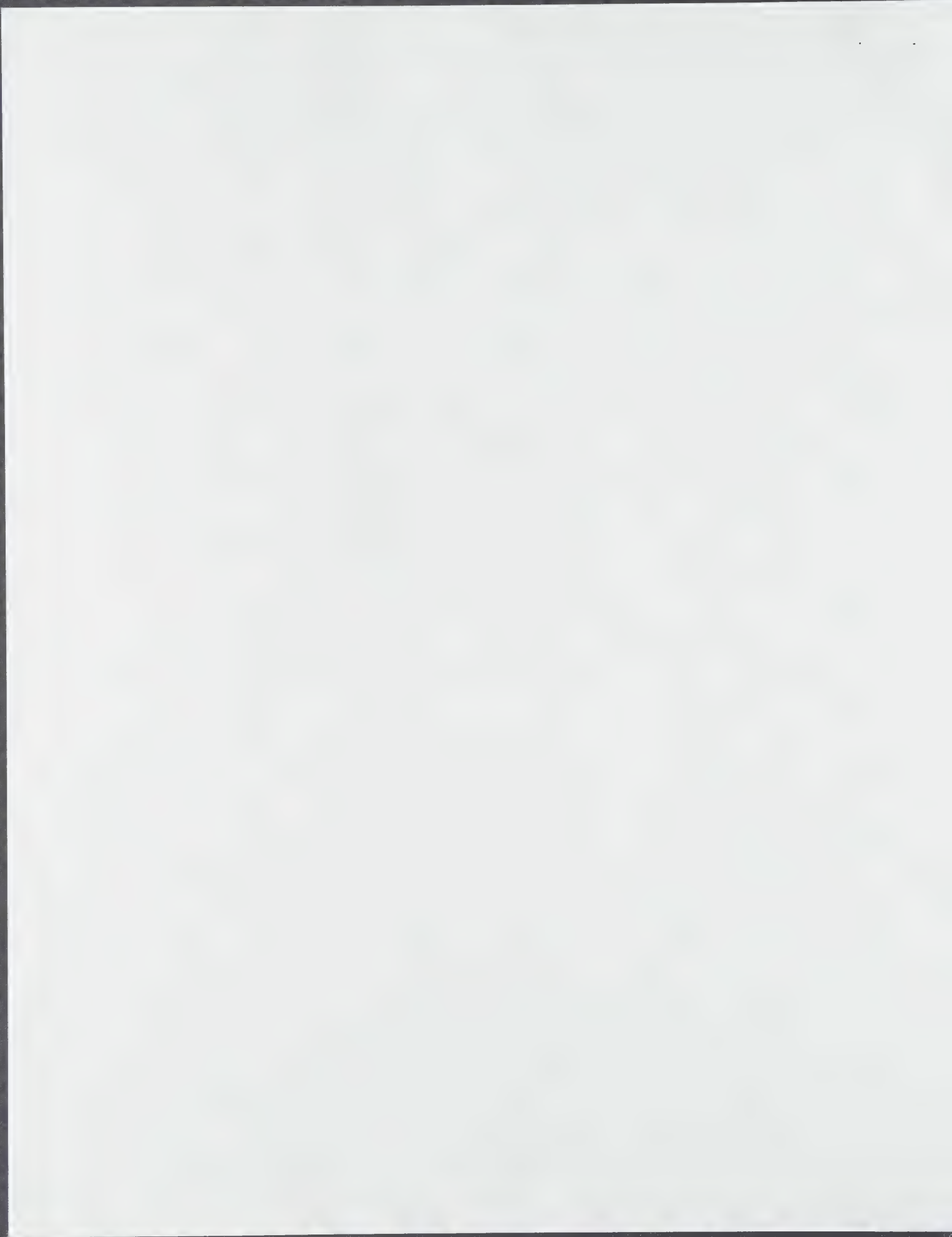


12. The Defendant ROCKE accepted the offer by Wotiz and submitted an article entitled "Chauvinism and the Pursuit of Science" to the Plaintiff JOHN H. WOTIZ for editorial review and approval.
13. ROCKE'S contribution was duly peer-reviewed and accepted for publication.
14. In order to publish the Kekulé book, the Plaintiff JOHN H. WOTIZ entered into an agreement on or about September 12, 1989, with Springer-Verlag New York, Inc., [hereinafter "Springer-Verlag"]. As part of its agreement with Wotiz, Springer-Verlag required that each contributing author assign to Springer-Verlag all publication rights to one's article. A copy of the agreement is attached hereto as Exhibit A.
15. On or about March 6, 1990, the Defendant, ROCKE, entered into an agreement with Springer-Verlag to publish the aforementioned article. A copy of the agreement [hereinafter the "Rocke Publication Agreement"] is attached hereto as Exhibit B.
16. By way of the Rocke Publication Agreement, Rocke irrevocably assigned to Springer-Verlag the exclusive right to publish his article.
17. The Plaintiff JOHN H. WOTIZ duly accepted Rocke's article for publication and timely notified Rocke; however, Rocke repeatedly and without good cause refused to assist Springer-Verlag and the Plaintiff JOHN H. WOTIZ in the preparation of his article for publication.





18. Thereafter, the Defendant ROCKE, reneged on the Roche Publication Agreement and denied the Plaintiffs the opportunity to publish his article.
19. Because of Roche's actions, Springer-Verlag advised Plaintiff JOHN H. WOTIZ that it was no longer interested in publishing the book.
20. On or about March 9, 1992, Springer-Verlag assigned its rights to publish all of the Symposium articles, including the Roche article, to the Plaintiff, JOHN H. WOTIZ. A copy of the agreement is attached hereto as Exhibit C.
21. Thereafter, on or about April 2, 1992, the Plaintiff, JOHN H. WOTIZ, entered into an oral agreement with the Plaintiff GLENVIEW PRESS, to publish the Kekulé book.
22. In 1993, the Plaintiffs published the Kekulé book under the title, "The Kekulé Riddle. A Challenge for Chemists and Psychologists," by agreement with Cache River Press, Route 3, Box 239-C, Vienna, Illinois 62995. Plaintiffs retained the copyright.
23. In 1994, the Defendant ROCKE published in The Bulletin for the History of Chemistry (No. 13-14, Winter/Spring 1992-93), under the title, "Pride and Prejudice in Chemistry. Chauvinism and the Pursuit of Science," substantially the same article as the one previously accepted by the Plaintiff, JOHN H. WOTIZ.
24. By publishing the aforementioned article, the Defendant ROCKE violated both the Roche Publication Agreement and his oral





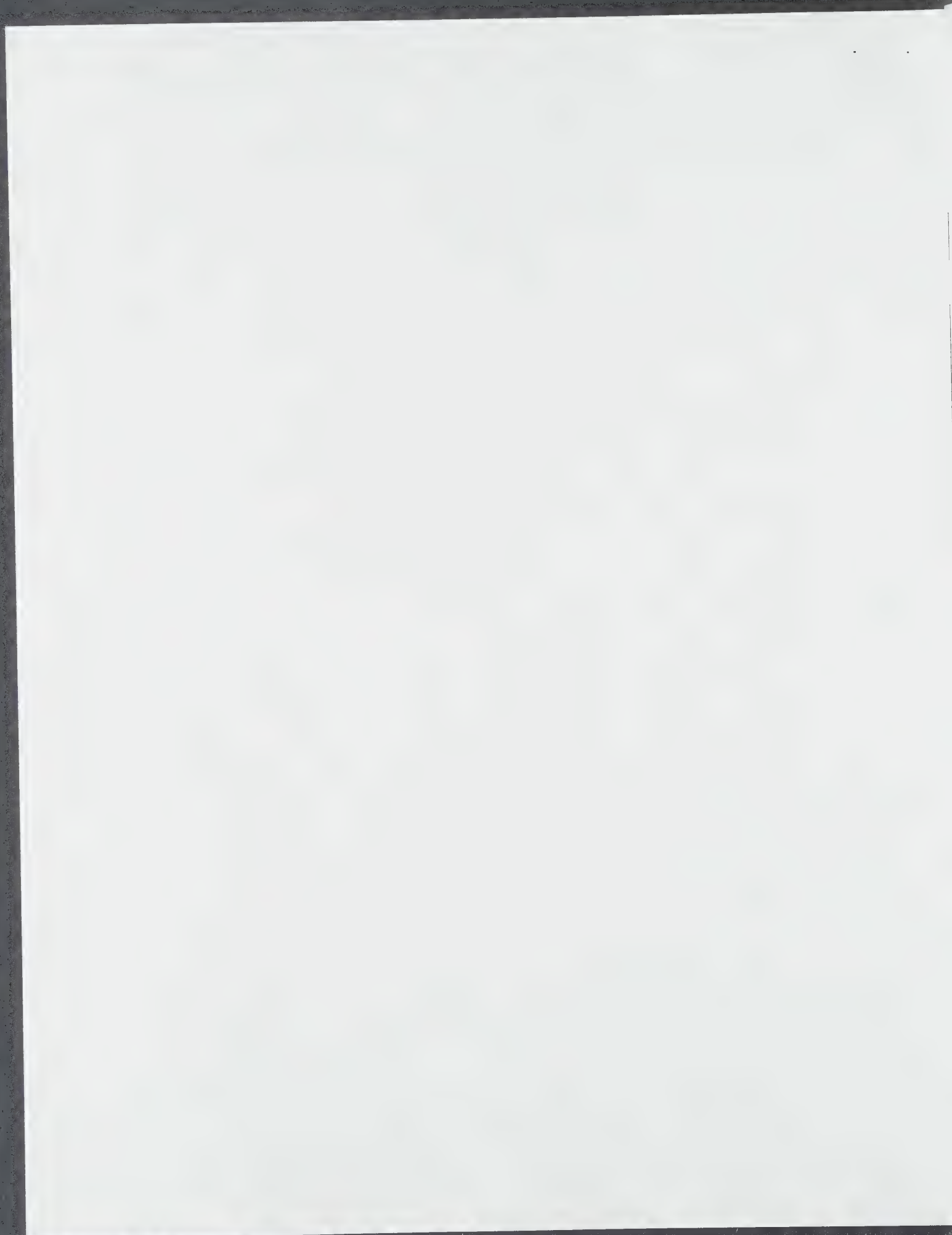
agreement with WOTIZ by not honoring the Plaintiffs' exclusive right to publish his article.

25. The aforementioned actions of the Defendant ROCKE have damaged the Plaintiffs, GLENVIEW PRESS and JOHN H. WOTIZ, in the following ways:

- a. Plaintiffs have been forced to bear increased costs in the publication of the book by virtue of Springer-Verlag's refusal to publish the book;
- b. Plaintiffs have lost profits due to fewer sales of the book without Rocke's contribution and without Springer-Verlag's marketing assistance;
- c. Plaintiff JOHN H. WOTIZ has suffered humiliation and damage to his reputation in the scientific community; and,
- d. In order to enforce their contractual rights, Plaintiffs have been forced to retain an attorney and pay for his services.

WHEREFORE, Plaintiffs GLENVIEW PRESS, INC., and JOHN H. WOTIZ demand judgment against the Defendant, ALAN J. ROCKE, in an amount in excess of \$15,000.00, plus attorneys fees and costs of suit.

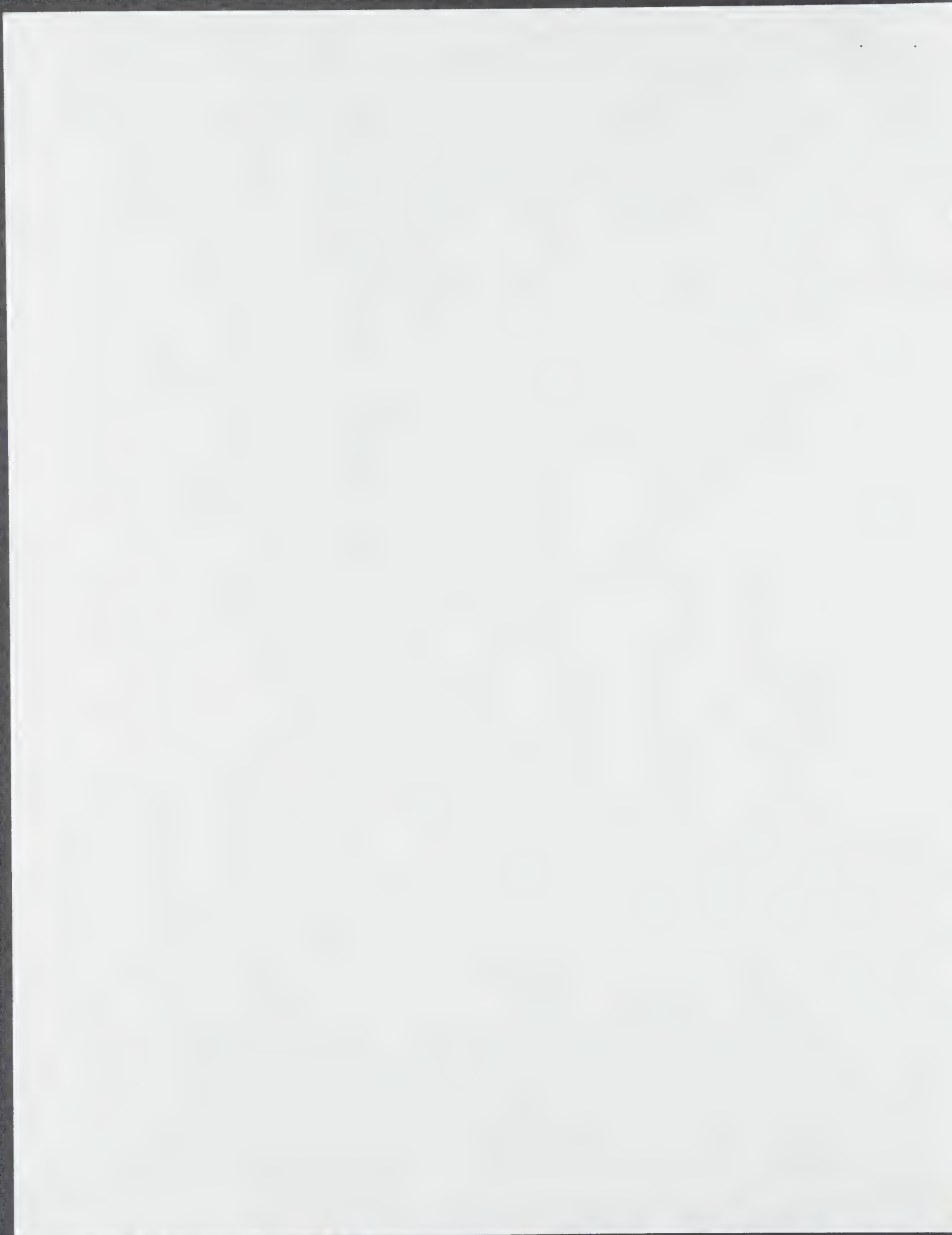
PLAINTIFFS DEMAND TRIAL BY A JURY OF TWELVE.





## COUNT II

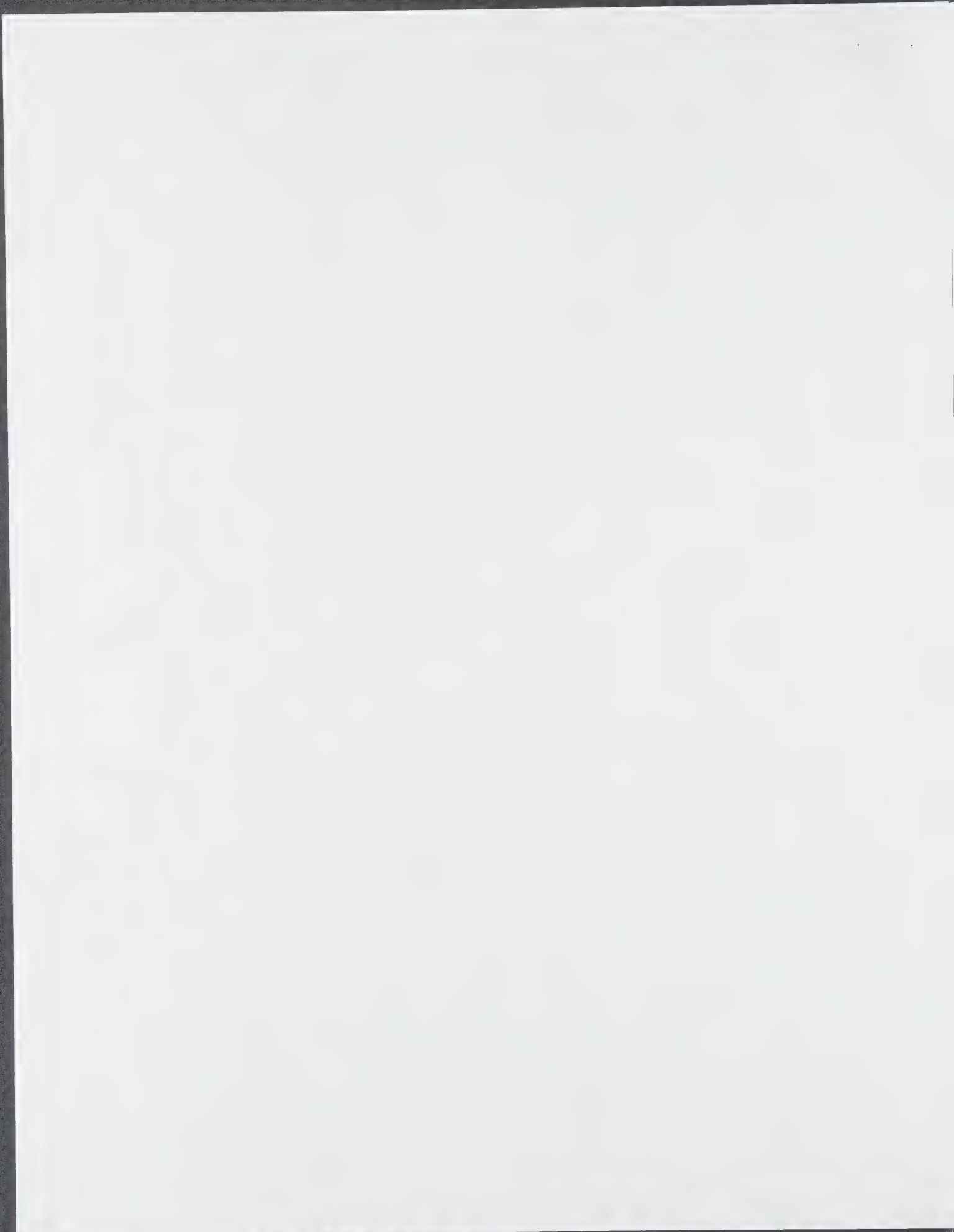
- 1-24 Plaintiffs hereby adopt by reference and incorporate herein Paragraphs 1-24 of Count I by and for Paragraphs 1-24 of this Count II.
25. The Defendant, WILLIAM B. JENSEN, individually and in his capacity as Editor of The Bulletin, knew or should have known of the Defendant ROCKE'S agreement with Plaintiff JOHN H. WOTIZ to submit an article for publication, and Jensen knew or should have known of the existence of the Rocke Publication Agreement.
26. Immediately prior to the date that the Defendant ROCKE withdrew his article from publication by the Plaintiffs, the Defendant JENSEN repeatedly and openly expressed his bias against the theories and scholastic abilities of the Plaintiff JOHN H. WOTIZ, and the Defendant ROCKE was aware of this bias. A copy of one of his letters in this regard is attached hereto as Exhibit D.
27. The Defendants HIST and ACS knew or should have known that, at the above-mentioned time, neither ROCKE nor JENSEN were members of the Division, and HIST and ACS knew or should have known that JENSEN was Editor of The Bulletin and that ROCKE was Associate Editor of The Bulletin.
28. Despite their knowledge of the aforementioned facts concerning ROCKE and JENSEN, the Defendants HIST and ACS failed to take any action to insure that articles submitted to The Bulletin





were properly peer-reviewed and edited by qualified, unbiased persons.

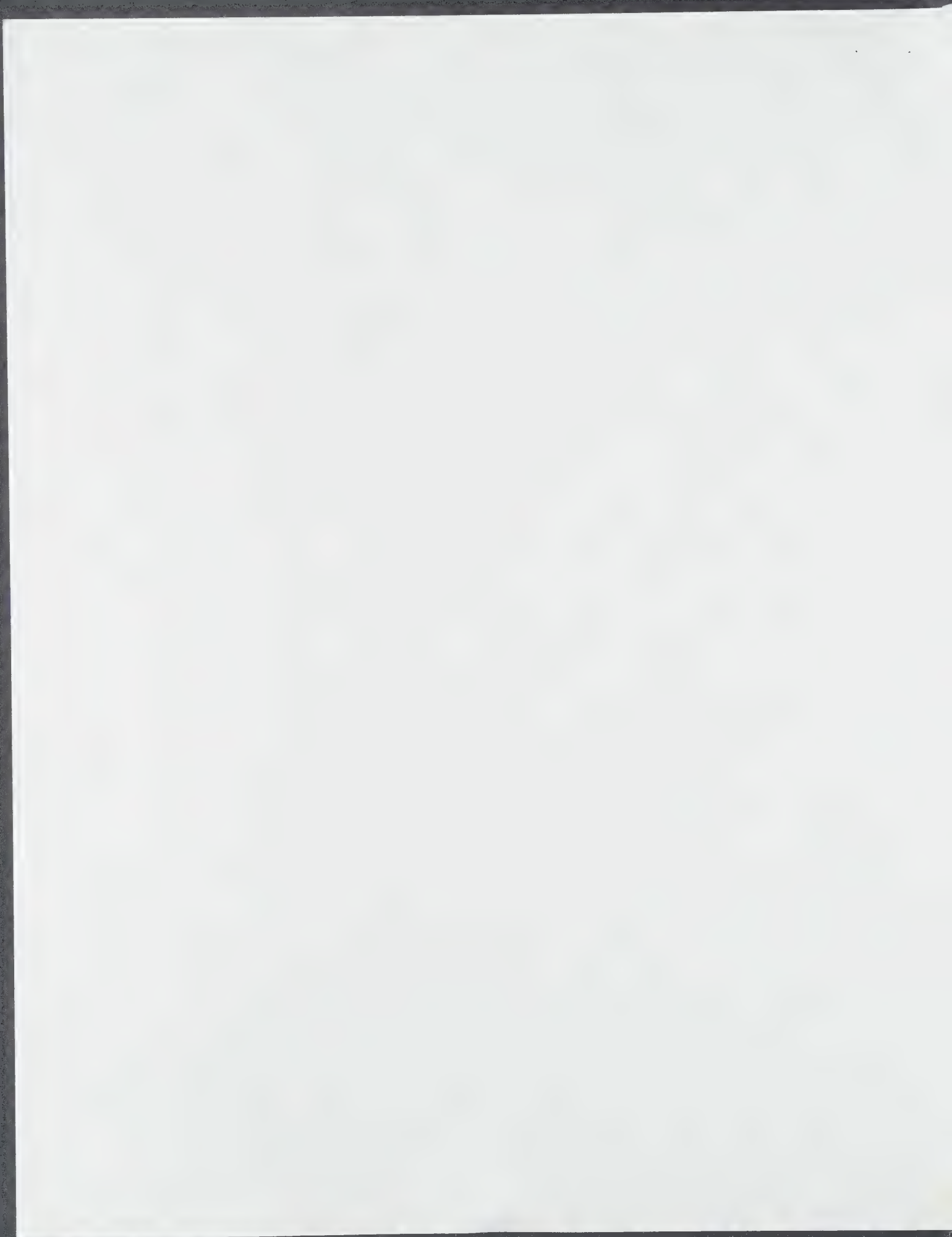
29. Prior to the publication of Roche's article in The Bulletin, the Plaintiff JOHN H. WOTIZ repeatedly notified the Defendants of his objection to its publication.
30. Notwithstanding their knowledge of Roche's aforementioned agreements with Plaintiffs and with Springer-Verlag, the Defendant JENSEN, individually, and the Defendant HIST and ACS, by and through their agents, intentionally acted to interfere with said agreements, in the following ways:
  - a. The Defendant JENSEN caused the Defendant ROCKE to withdraw his article from publication in Plaintiffs' book;
  - b. The Defendants encouraged the Defendant ROCKE to submit his paper for publication in the Bulletin for the History of Chemistry, of which the Defendant JENSEN was the Editor and the Defendant ROCKE was the Associate Editor;
  - c. The Defendant JENSEN edited and published substantially the same said article without acknowledging the prior agreements between the Defendant ROCKE and Plaintiffs and without attempting to negotiate with Plaintiffs for the release of their exclusive rights to publish Roche's paper;
  - d. The Defendants HIST and ACS failed to exercise due supervision and guidance to prevent Roche's article from being published without the Plaintiffs' permission; and,





- e. Despite Plaintiffs' repeated inquiries into the publication of Roche's article in The Bulletin prior to its publication, the Defendants refused to investigate or otherwise act on Plaintiffs' objections and honor Plaintiffs' exclusive rights to publication, and Defendants refused to ensure that Roche's paper was peer-reviewed by unbiased, qualified persons.
31. As a result of the actions of the Defendants JENSEN, HIST, and ACS, the Defendant ROCKE did not honor his agreements with Plaintiffs and with Springer-Verlag and instead withdrew his article from publication and later published substantially the same article in The Bulletin.
32. The Plaintiffs, GLENVIEW PRESS and JOHN H. WOTIZ, have been damaged by the actions of the Defendants in the following ways:
- a. Plaintiffs have lost profits due to fewer sales of the book without Roche's contribution;
  - b. The Plaintiff JOHN H. WOTIZ was humiliated and has suffered damage to his reputation in the scientific community; and,
  - c. Plaintiffs have been forced to retain an attorney and pay for his reasonable services.

WHEREFORE, Plaintiffs GLENVIEW PRESS, INC., and JOHN H. WOTIZ demand judgment against the Defendants, WILLIAM B. JENSEN, individually and as Editor of The Bulletin for the History of Chemistry, THE DIVISION OF THE HISTORY OF CHEMISTRY OF THE AMERICAN



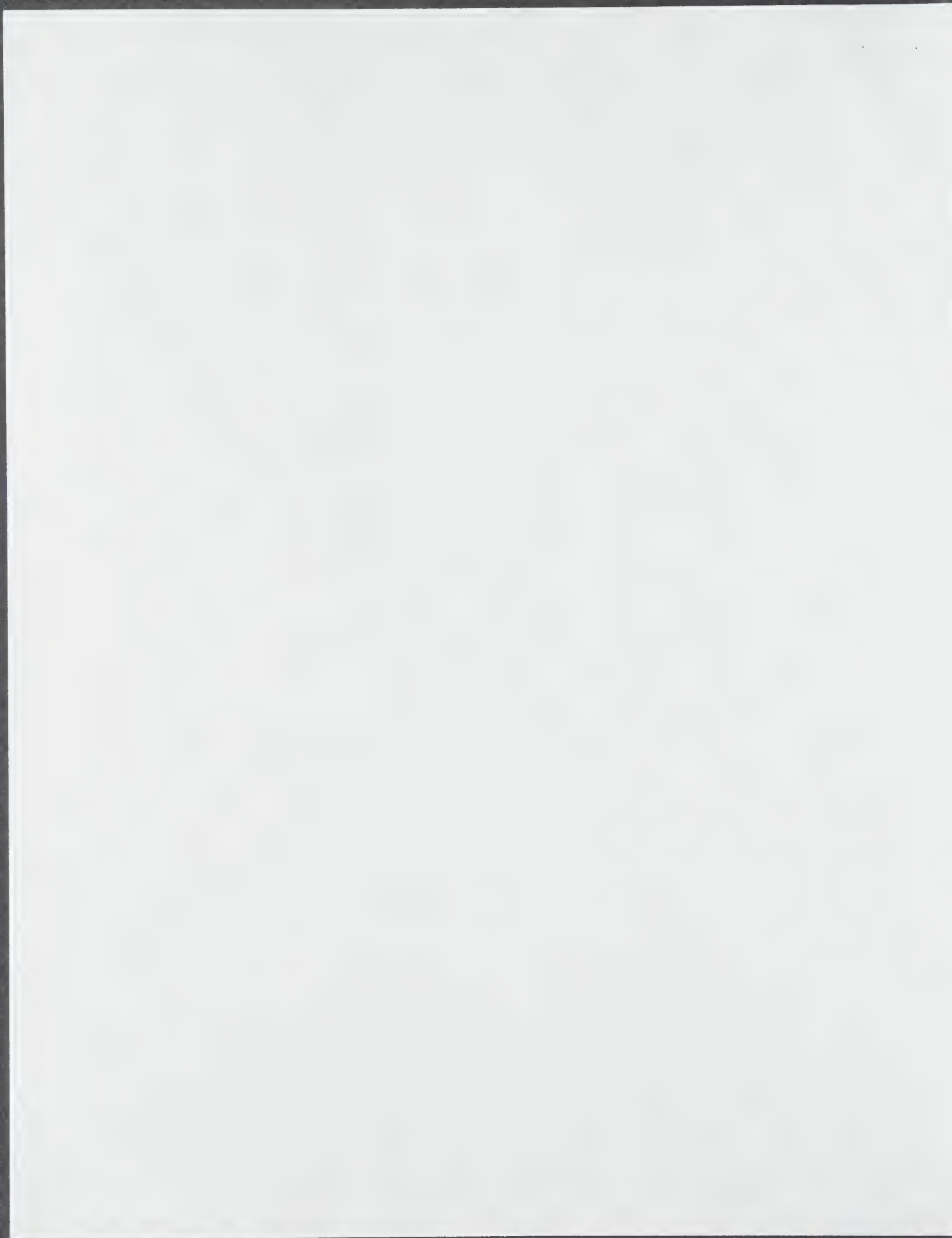


CHEMICAL SOCIETY, a foreign corporation, and THE AMERICAN CHEMICAL SOCIETY, a foreign corporation, jointly and severally, in an amount in excess of \$15,000.00, plus attorneys fees and costs of suit.

PLAINTIFFS DEMAND TRIAL BY A JURY OF TWELVE.

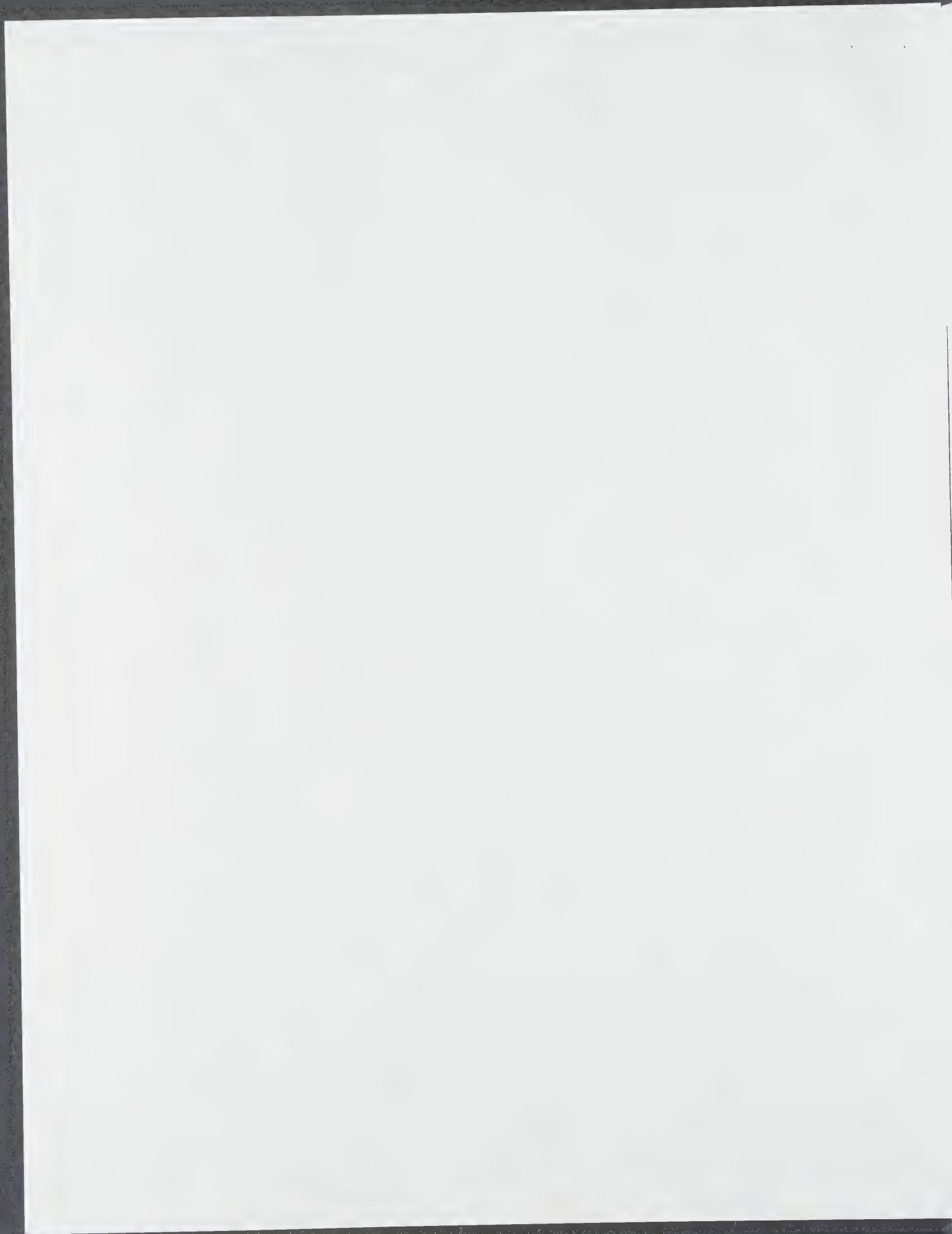
### COUNT III

- 1-24 Plaintiffs hereby adopt by reference and incorporate herein Paragraphs 1-24 of Count I by and for Paragraphs 1-24 of this Count III.
25. Plaintiff JOHN H. WOTIZ was at all times the Editor of the Kekulé book in which the Defendant Rocke agreed to publish his article.
26. As Editor of the aforementioned book, Plaintiff JOHN H. WOTIZ made substantial editorial comments and revisions to Rocke's proposed article.
27. The aforementioned editorial comments and revisions constituted valuable intellectual property of the Plaintiff JOHN H. WOTIZ, for which he was entitled to recognition and/or compensation.
28. When the Defendant ROCKE later published substantially the same article as he had previously submitted to the Plaintiffs, he adopted and incorporated a significant number of the editorial comments and revisions contributed by the Plaintiff JOHN H. WOTIZ.



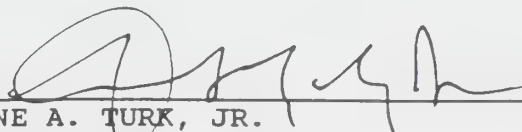


29. In his article published by The Bulletin, the Defendant ROCKE failed to recognize, acknowledge or otherwise compensate the Plaintiff JOHN H. WOTIZ for the aforesaid editorial comments and revisions.
30. In The Bulletin publication, the Defendant ROCKE failed to acknowledge that said article had been accepted for publication by Plaintiffs.
31. Prior to allowing his article to be published in The Bulletin, Rocke failed to compensate or otherwise seek a release from Plaintiffs.
32. Then and there Plaintiffs were been damaged by the actions of the Defendant ROCKE in the following ways:
  - a. Plaintiff JOHN H. WOTIZ was humiliated and suffered the loss of reputation in the scientific community which he would have otherwise would have gained had Rocke acknowledged the valuable contributions of JOHN H. WOTIZ;
  - b. Plaintiffs would have benefitted from mention of their book, The Kekulé Riddle, in the article, by reason of increased sales of said book; and,
  - c. Plaintiffs have been forced to retain an attorney and pay for his services in order to enforce their property rights.



WHEREFORE, Plaintiffs GLENVIEW PRESS, INC., and JOHN H. WOTIZ demand judgment against the Defendant, ALAN J. ROCKE, in an amount in excess of \$15,000.00, plus attorneys fees and costs of suit.

PLAINTIFFS DEMAND TRIAL BY A JURY OF TWELVE.

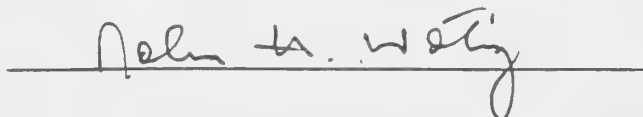


\_\_\_\_\_  
GENE A. TURK, JR.  
P.O. Box 99  
Carbondale, Illinois 62903-0099  
(618) 529-5549  
Counsel for the Plaintiffs

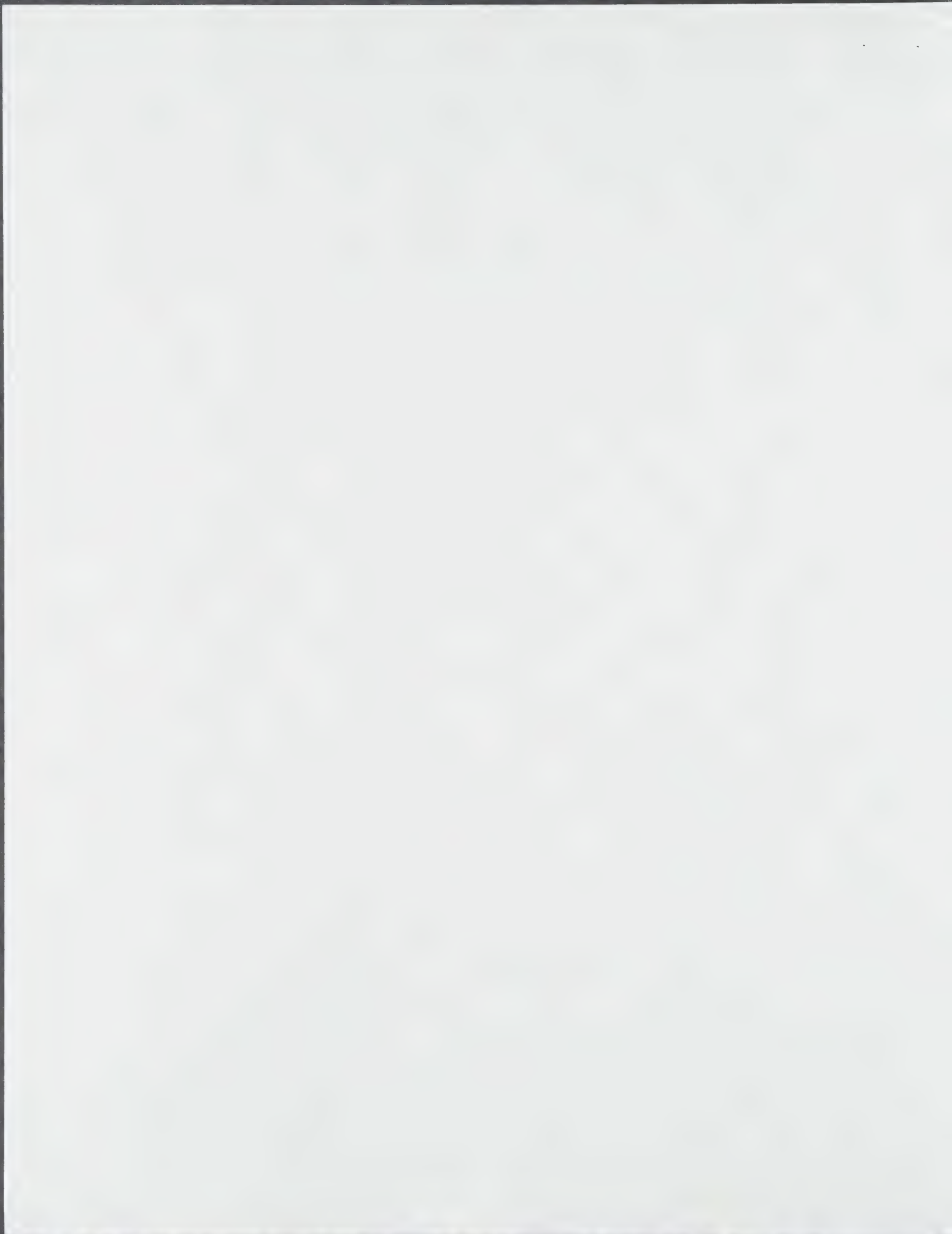
VERIFICATION

Under penalties as provided by law, the undersigned certifies that the statements set forth in this Complaint are true and correct, except as to matters therein stated to be on information and belief and, as to such matters, the undersigned certifies as aforesaid to truly believing the same to be true.

Signed and sworn this 10th day of November, 1994.







Springer-Verlag New York Heidelberg Berlin

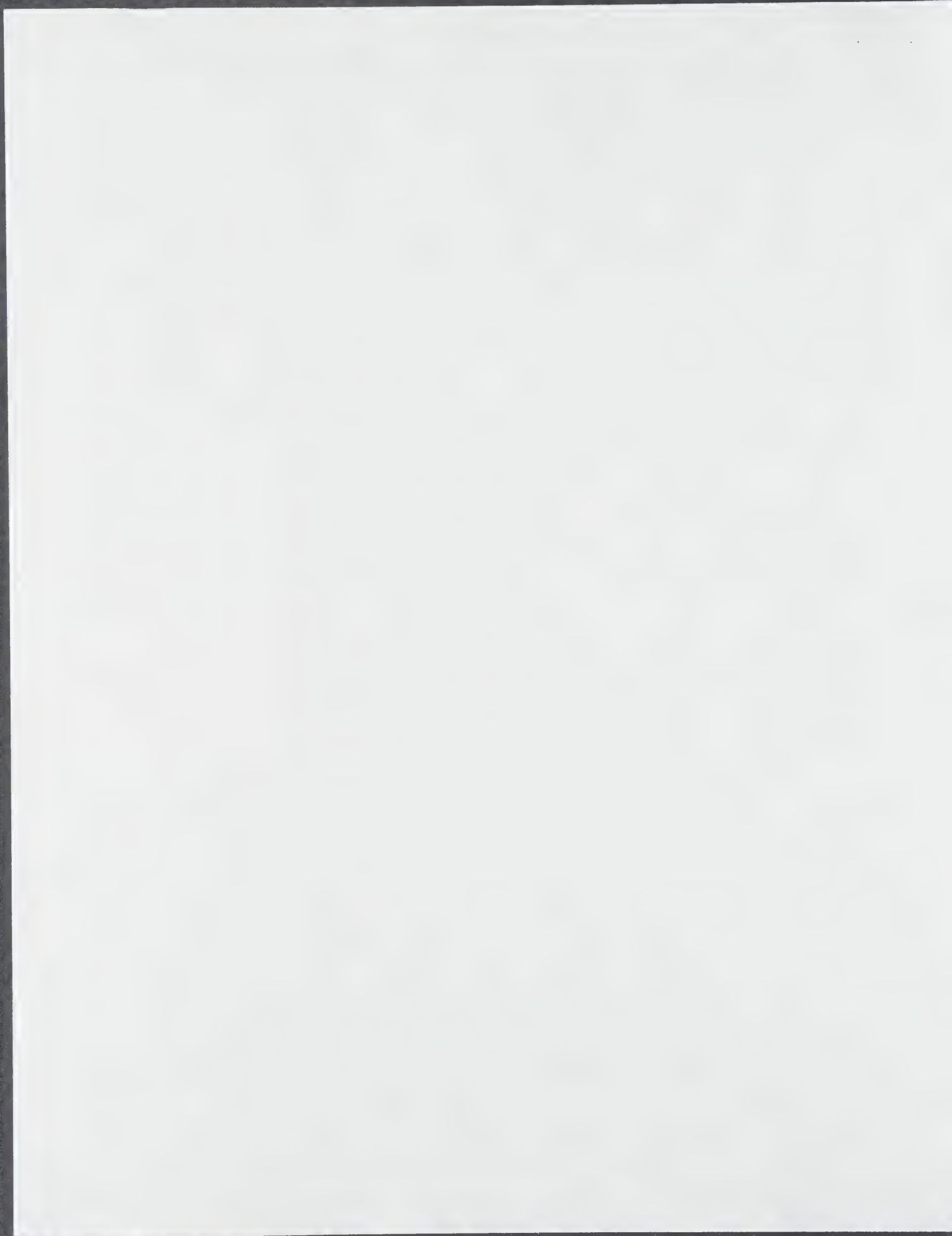


# Publishing Agreement

The following agreement has been approved, executed and delivered by and between:

John H. Wotiz  
Department of Chemistry & Biochemistry  
Southern Illinois University  
Carbondale, IL 62901

[hereinafter called the **Editor**] on the one part and Springer-Verlag New York Inc. in cooperation with Springer-Verlag GmbH & Co. KG Berlin Heidelberg [hereinafter called Springer-Verlag] on the other part.





**1. Agreement to Publish**

The Editor agrees to be responsible for delivery for publication by Springer-Verlag and Springer-Verlag agrees to publish (subject to the terms and conditions of this agreement) a work provisionally entitled

The Kekule Benzol Fest 100 Years Later

(the "Work").

**2. Editor's Functions**

The Editor shall arrange with suitable individuals or entities for preparation of contributions for the Work (the "Contributors"). Each Contributor shall enter into an agreement with Springer-Verlag confirming that all rights in and to the Contributor's contribution shall belong to Springer-Verlag, either on the basis of a work made for hire agreement or on the basis of an assignment of rights, and otherwise incorporating all provisions required by Springer-Verlag for such agreement. The Editor is not the agent of Springer-Verlag and has no authority to make binding commitments on behalf of Springer-Verlag in connection with the Work. The Editor shall perform the editorial work necessary to make the contributions suitable for inclusion in the Work, including review of the scientific or scholarly validity of the material contained in each contribution and shall prepare such additional material for the Work as may be required. The Editor shall deliver each Contributor's Agreement, together with all written permissions required pursuant to such agreement, to Springer-Verlag on or before the date specified in Paragraph 4.

**3. Rights Granted**

The Editor and Springer-Verlag agree that all material created by the Editor for or in connection with the Work, including compiling, editing or revising material supplied by any Contributor ("the Editor's Contribution") has been specifically commissioned by Springer-Verlag and constitutes a "work made for hire" within the meaning of the Copyright law of the United States, and that all rights in and to such Editor's Contribution, including the copyright therein in the United States and throughout the world, shall belong to Springer-Verlag. In addition, the Editor hereby irrevocably grants and assigns to Springer-Verlag any and all rights in and to such Editor's Contribution which the Editor may have, or may be found to have, at any time, including any copyright therein in the United States and throughout the world. Springer-Verlag shall have the right to record this agreement with the Register of Copyrights of the United States. The Editor acknowledges that he/she has no rights in or to any material created or supplied by any Contributor or in connection with the exploitation thereof other than the rights to receive royalties specifically set forth herein, that Springer-Verlag will have the sole and exclusive right to print, publish and sell the Work throughout the world, all rights in and to all revisions or versions or subsequent editions of the Work in all languages and media throughout the world and shall be the proprietor of the copyright in the Work throughout the world. Springer-Verlag shall register the Work in the Copyright Office of the United States in its own name within three months after first publication.

**4. Manuscript Preparation and Delivery**

The Editor agrees to deliver to Springer-Verlag not later than 1 November 1990 two copies of the manuscript of the Work including text and all necessary photographs, line drawings, diagrams, or other illustrative materials, all of which shall be acceptable to Springer-Verlag in content and form. In the event that the Editor anticipates being unable to make timely delivery of the Work, the Editor shall so inform Springer-Verlag and Springer-Verlag may then agree to another date or may terminate this agreement, in its discretion.

The manuscript shall consist of

- (i) approximately 350 typewritten, double-spaced pages of text, tabular matter, and bibliography suitable for use as printer's copy and
- (ii) approximately 35 black-and-white photographs, line drawings and diagrams suitable for direct reproduction.

If the manuscript contains any material protected by the copyright of others, the Editor shall deliver to Springer-Verlag with the manuscript written permission from the copyright owner to reproduce such material in the Work, and the Editor shall be responsible for any costs that may be associated with obtaining such permission.

**5. Production of the Work**

Springer-Verlag shall publish the Work at its sole expense within a reasonable time after delivery of an acceptable manuscript and other required materials in accordance with Paragraph 4. The manner and style of publication of the Work including its price and all aspects of publishing or licensing others to publish editions or versions of the Work or subsidiary rights in the Work shall be determined by Springer-Verlag. Printing plates, films, negatives, and any illustrative material commissioned by Springer-Verlag shall be the exclusive property of Springer-Verlag.

The Editor will proofread the galleys and page proofs and check the illustration proofs for accuracy. Alterations or additions (other than corrections of errors caused by Springer-Verlag, the typesetters, or the printers) may be made only with the permission of Springer-Verlag, and the cost of any alterations or additions which exceed 10% of the cost of composition will be charged against the Editor's royalty account.

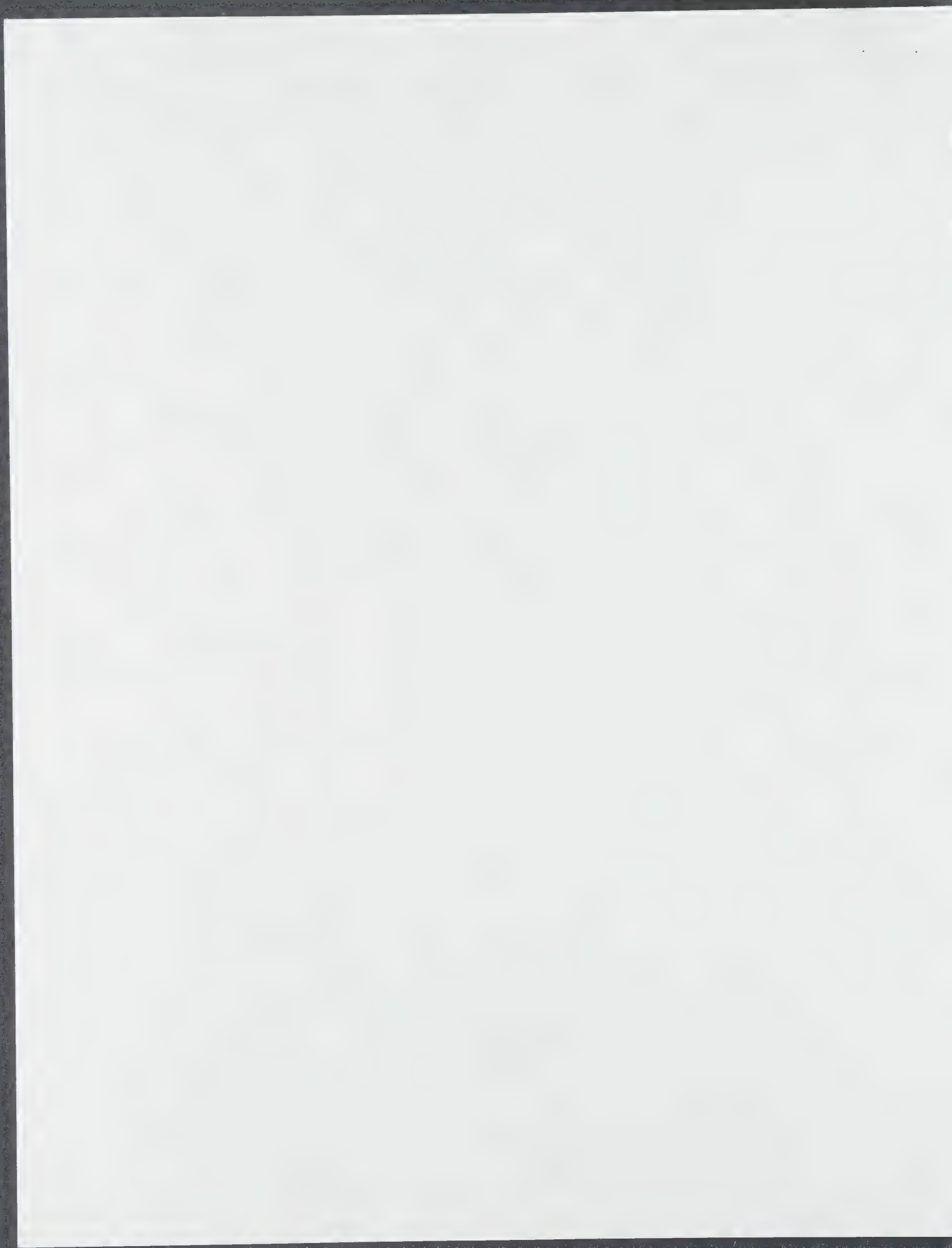
Unless otherwise specified in this agreement, within a reasonable time following receipt of page proofs the Editor shall deliver to Springer-Verlag a typewritten double-spaced manuscript for the index.

**6. Multiple Editors**

When the Editor is more than one person, the word "Editor" as used in this agreement shall apply collectively unless otherwise indicated. Each coeditor shall be bound by all provisions of this agreement, and unless otherwise specified, all coeditors shall share equally in all benefits and all obligations of this agreement.

**7. Royalty**

Springer-Verlag will pay the Editor a royalty of five percent (5%)



based on the list price (not including any value added or similar tax components) established by Springer-Verlag on all copies sold throughout the world less returns except for sales described in this paragraph under "Royalty Limitations."

Unless otherwise specified in this agreement, Springer-Verlag shall not be required to make any royalty or other payments to any Contributor.

Accounting will be made in April for the preceding calendar year, and payments due the Editor will be remitted at that time.

**Royalty Limitations:** In the event of special sales (defined as sales made at discounts which exceed Springer-Verlag wholesale discount schedules to customers whose normal business is other than wholesale or retail book distribution), the Editor's royalty will be at the initial royalty rate stated above based on the proceeds realized by Springer-Verlag from such sales.

No royalties shall be paid on free copies given by Springer-Verlag to the Editor or to any contributor or on copies given for review, promotion, sample or other similar purposes, or on returns. Should Springer-Verlag at any time have damaged or unsold or return copies of the Work on hand which are not salable on the usual terms, it may dispose of such copies, and if sold at or below cost, no royalty shall be paid.

Springer-Verlag may establish a reasonable reserve against total royalties due to provide for returns of unsold copies from its distributors. When copies of an edition are returned after issuance of a subsequent edition, royalty offsets may be made against the new edition to the extent of such returns.

**8. Editor's Copies/Discount**

The Editor shall be given free of charge 5 copies of the published Work. The Editor may obtain directly from Springer-Verlag additional copies of the Work for personal use and not for resale at a discount of 33% from the list price.

The Editor may purchase directly from Springer-Verlag for personal use and not for resale other Springer-Verlag publications at a discount of 20% from the list price.

**9. Licenses**

Springer-Verlag shall have the exclusive right to exercise or to license third parties to exercise any and all rights in the Work in all forms, languages, and media throughout the world and shall divide net proceeds received from such exercise of rights or licenses equally with the Editor.

**10. Reprints**

Springer-Verlag may publish reprints of the Work unchanged except for incidental corrections, in hard or soft cover, subject to the terms and conditions of this agreement, and will make every reasonable effort to notify the Editor of its intention to do so.

**11. Updated or Revised Editions**

Whenever Springer-Verlag in good faith determines that an updated or revised edition is desirable, it will inform the Editor and request the preparation of the manuscript for the updated or revised edition of the Work within a reasonable and mutually agreed-upon period of time. Should the Editor be deceased or unable or unwilling to prepare the manuscript for the updated or revised edition, Springer-Verlag may make such alternative arrangements as it deems appropriate, subject to consultation with the Editor (if available) concerning the possible selection of a Revisor and compensation to be paid to such Revisor. Any compensation paid to the Revisor will be charged against the Editor's royalty account and shall be in the discretion of Springer-Verlag, based on Springer-Verlag's determination of an equitable allocation in light of the scope and extent of the revisions.

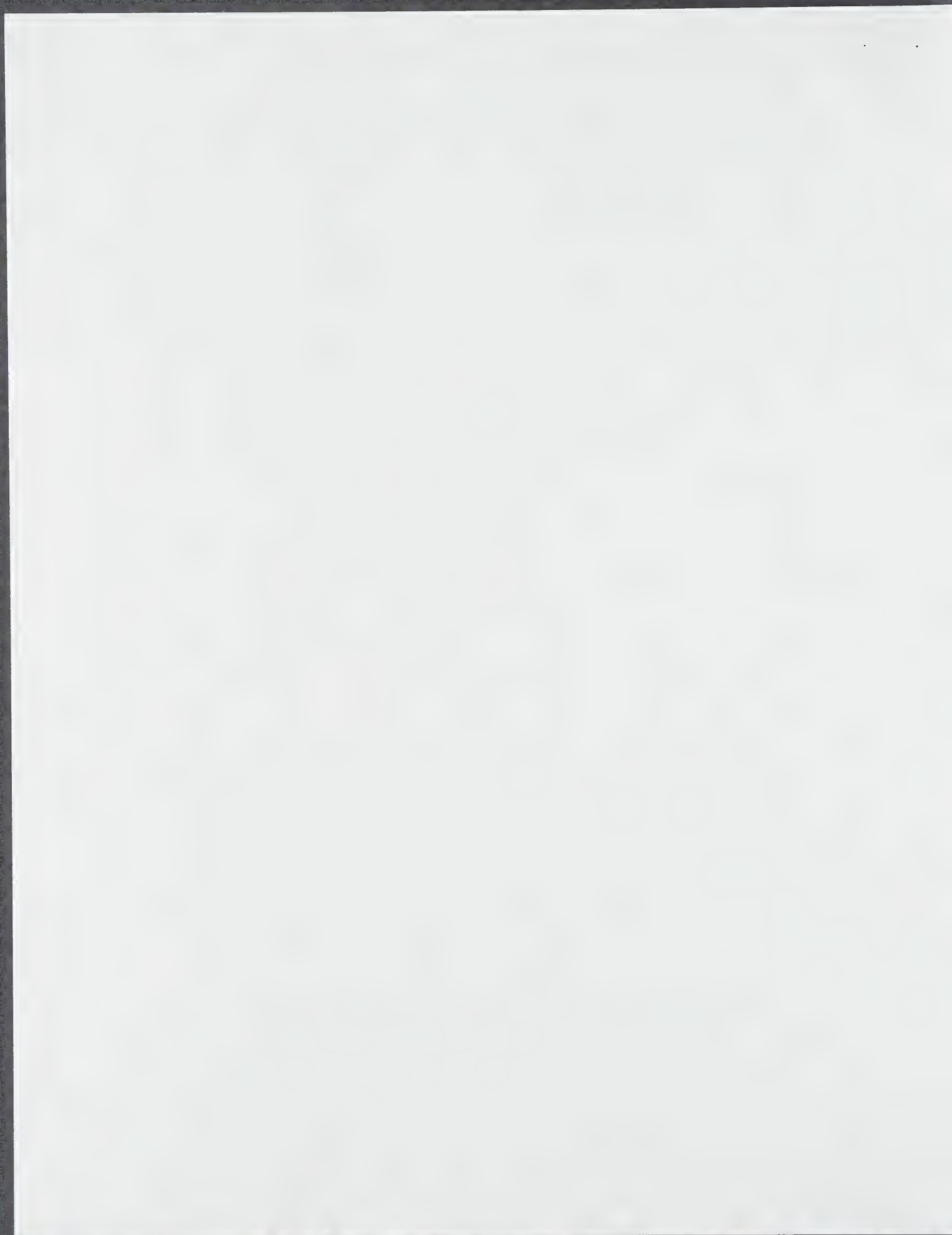
**12. Warranty**

The Editor represents and warrants that he/she is the editor and proprietor of his/her contribution to the Work, that he/she has not granted or assigned any rights in the Work to any other person or entity, that such contribution is copyrightable, that it does not infringe upon any copyright, trademark, or patent, that it does not invade the right of privacy or publicity of any person or entity, that it does not contain any libelous matter, that all statements asserted as facts are true or are based upon reasonable research for accuracy and that, to the best of the Editor's knowledge, no formula, procedure or prescription contained in the Work would cause injury if used or followed in accordance with the instructions and/or warnings contained in the Work. The Editor will indemnify Springer-Verlag against any costs, expenses, or damages which Springer-Verlag may incur or for which Springer-Verlag may become liable as a result of any breach of these warranties. These representations and warranties shall survive the termination of this agreement and may be extended to third parties by Springer-Verlag.

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John H. Watig Date 9/12/1989  
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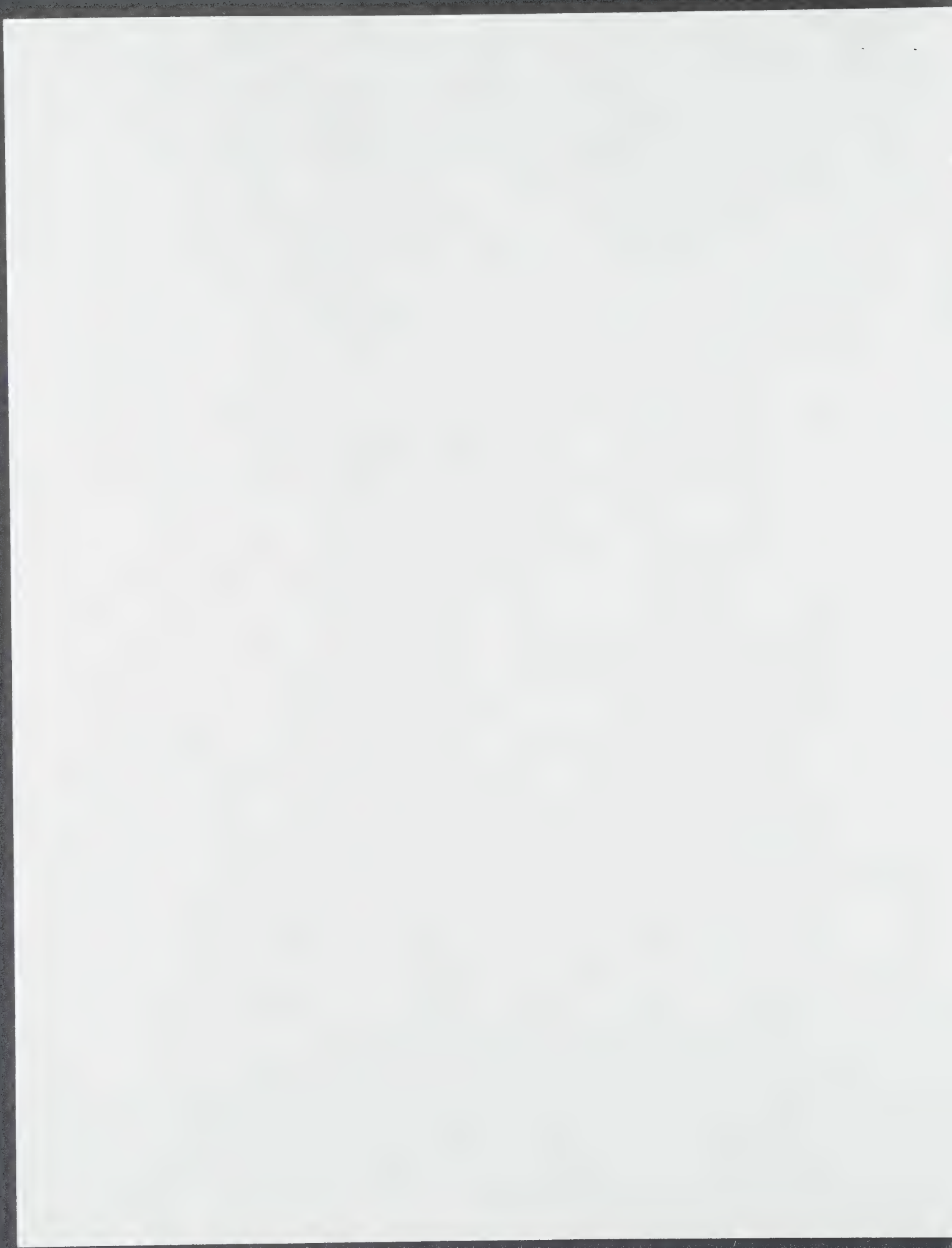
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Charles H. Doering Date 21 Aug. 1989  
Springer-Verlag New York, Inc. - Editor

Ch. Doering Date 8/14/89  
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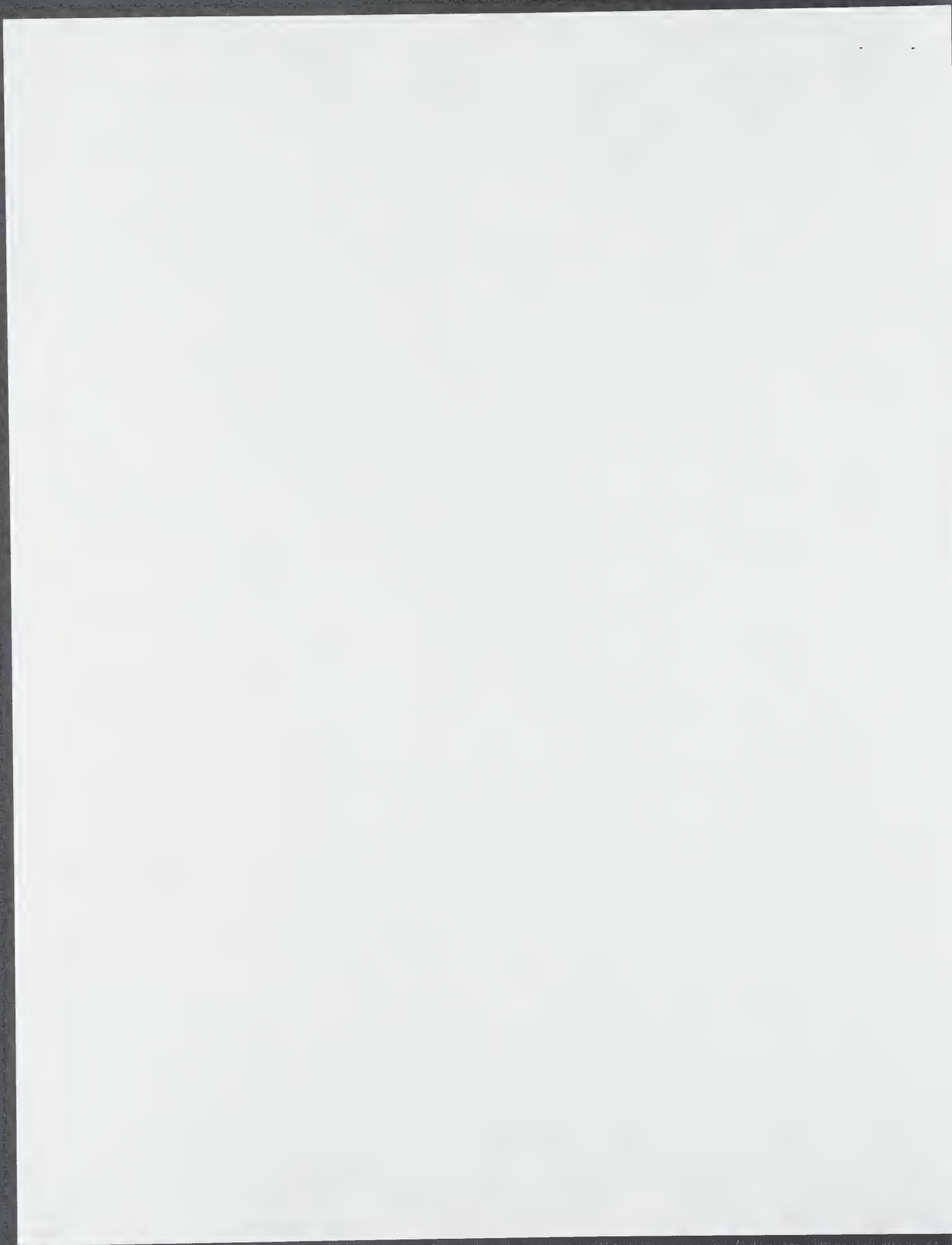
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*Alan Rocke*  
Contributor \_\_\_\_\_ Date 3/6/90

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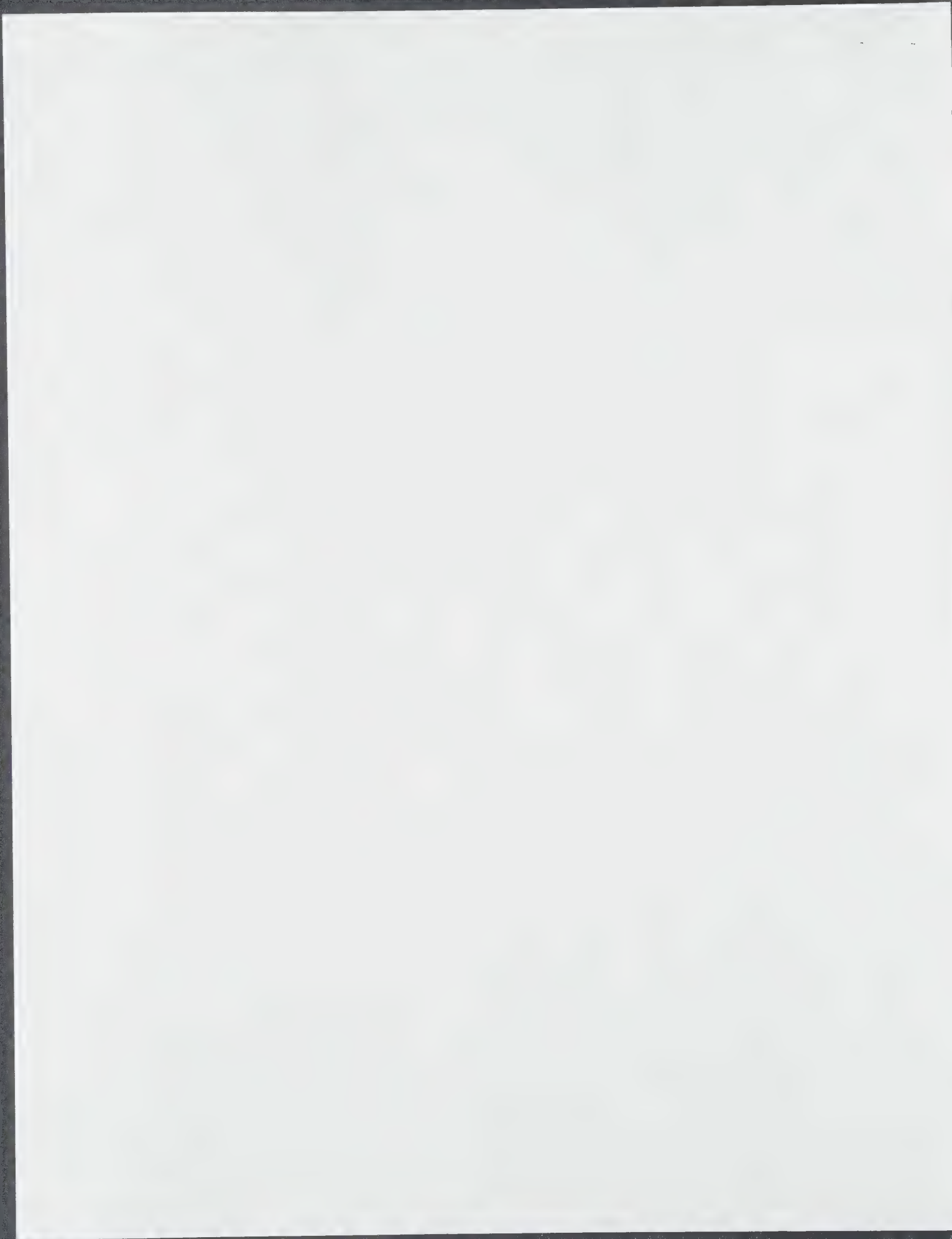
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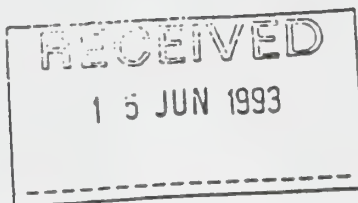
Date March 9, 92

HANS-ULRICH DANIEL  
President and CEO





University of Cincinnati



Department of Chemistry

Mail Location 172  
Cincinnati, Ohio 45221-0172  
Phone (513) 556-9200  
FAX (513) 556-9239

To the Editor  
Chemistry in Britain  
The Royal Society of Chemistry  
Burlington House, Piccadilly  
London, W1V 0BN  
Great Britain

8 June 1993

Dear Sir:

There are three issues I would like to raise relative to the recent coverage of the so-called Loschmidt controversy in the pages of *Chemistry in Britain*:

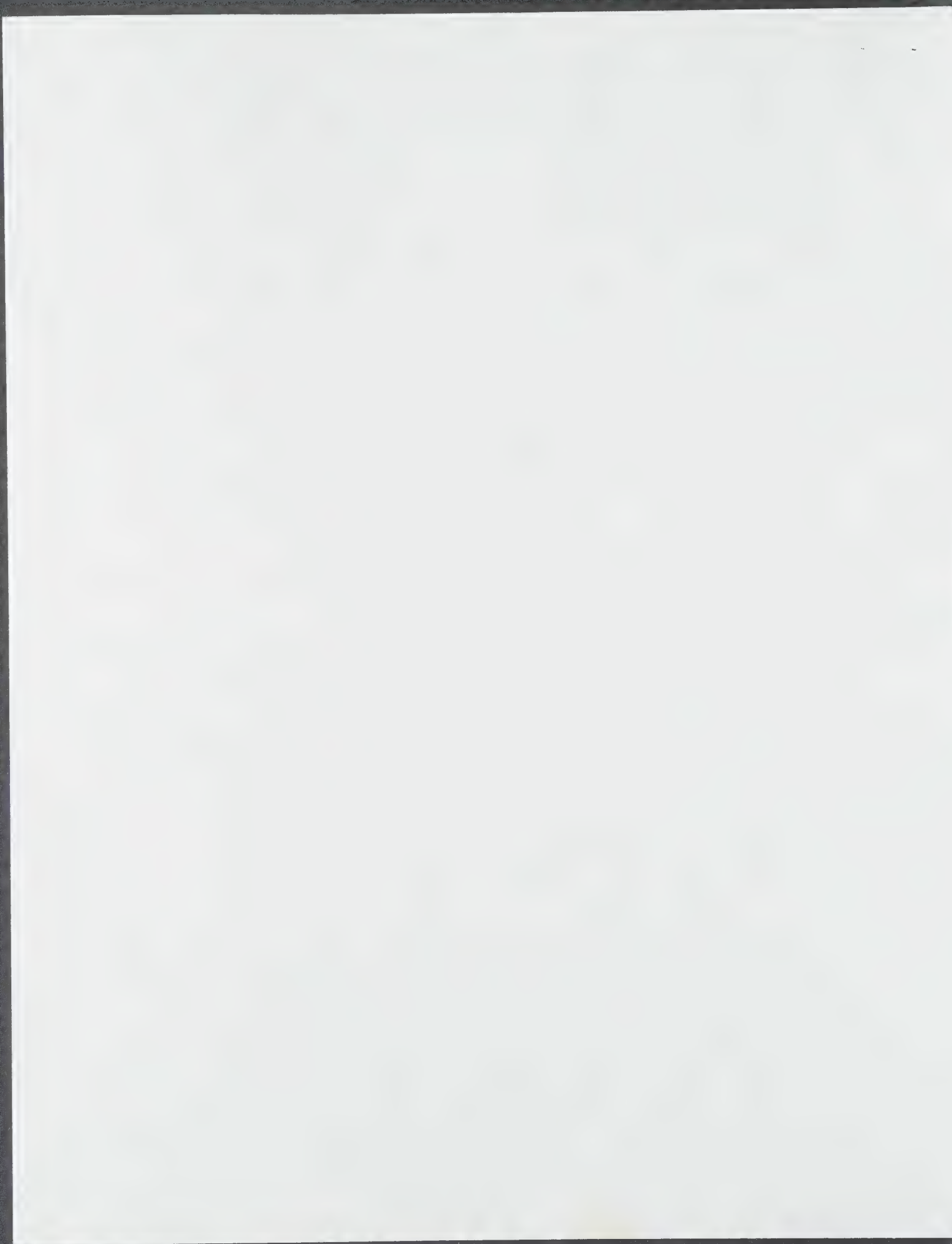
1. In support of Dr. Rocke's rebuttal of the claims of Noe and Bader (1993, 29, 401), I would like to point out that a similar rebuttal appeared in the pages of the *Bulletin for the History of Chemistry* nearly four years ago (1989, 4, 29) in an essay book review of Bader's reprint of both editions of Loschmidt's booklet. Like Dr. Rocke, this review pointed out that the only explicit structures proposed by Loschmidt for the carbon system of benzene corresponded to a diallene chain and to a system of two fused cyclopropane rings and that he rejected both, opting instead for an agnostic approach to the internal arrangement of the  $C_6$  nucleus. After quoting Loschmidt's explicit admission of ignorance regarding the actual structure, the review concluded that:

"The symbol referred to in the quote is a large circle and like all the circles in Loschmidt's formulas, it stands for a two-dimensional projection of the spherical domain of influence for the atom in question. In other words, the benzene circle in Loschmidt's formulas does not stand for a ring of six carbon atoms but for the spherical domain of a large, undifferentiated, hexavalent pseudoatom or "element" composed in some unknown manner of six carbon atoms. Because this aromatic pseudoatom persists unchanged in the structures of other aromatic derivatives, there is no reason to speculate on its internal structure and Loschmidt proceeds to use it to successfully write the formulas for 121 aromatic derivatives."

In short, Loschmidt used his large circle symbol in much the same manner as we currently use the letter  $\phi$  to abbreviate the phenyl group in our modern formulas. The review further pointed out that the circle symbolism used by Loschmidt is not the brilliant anticipation of modern space-filling molecular models claimed by Noe and Bader but rather a reversion to the circle symbolism used by John Dalton 50 years earlier. Likewise, their assertion that Loschmidt is a forgotten genius does not bear up under close scrutiny. A quick examination of four specialist monographs on the history of valence theory and chemical symbolism and seven general histories of chemistry found on the shelves of my office showed that Loschmidt was mentioned in all of them, largely as a result of the efforts of Kekulé's biographer - Richard Anschütz.

2. The citation of schema 229 by Noe and Bader in their short response to Rocke's rebuttal has no bearing on their claim that Loschmidt proposed a cyclohexatriene-like internal structure for the  $C_6$

Exhibit D



nucleus. As any student of coordination chemistry knows, when introduced to the use of isomer-counting as a way of justifying Werner's hypothesis of an octahedral arrangement of six ligands around a central atom in a  $AB_2L_4$  species, so-called "ortho", "meta" and "para" isomers appear for the alternative planar case even though the central atom, A, has no internal molecular structure. Even more serious is the incomplete quotation of Anschütz by Noe and Bader in an attempt to imply that he supported their interpretation of Loschmidt's formulas. The complete quotation is as follows:

"... four years before August Kekulé, Loschmidt considered the benzene nucleus as a structure containing the six carbon atoms in a cyclic formation, *a structure which he thought originated from the fusion (literally, 'a layering') of two trimethylene rings* (italics added to indicate deleted portion)."

By deleting the italicized portion of this quote, which is an obvious endorsement of Dr. Rocke's position, Noe and Bader have engaged in what can only be described as a deliberate attempt to mislead the reader.

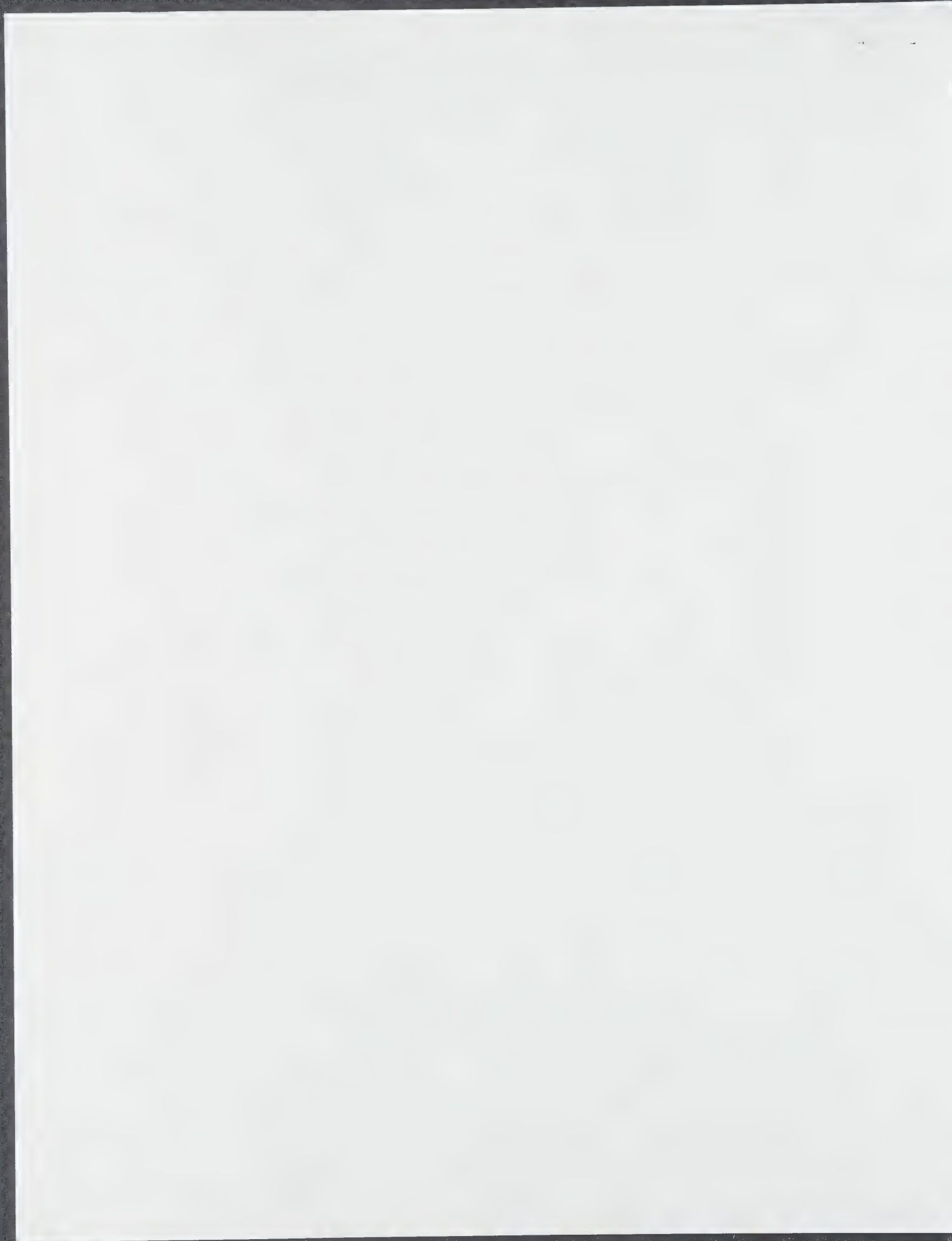
3. Finally, I would like to raise the question of why *Chemistry in Britain* apparently engages in a double-standard when it comes to the publication of historical articles versus current research articles. If you received a popular article dealing with current research in which highly questionable claims were made (e.g., transmuting lead acetate into gold chloride in a test tube) and further noted that the authors had no previous claim to expertise in the field and that none of the claims summarized in the article had been previously published in recognized, peer-reviewed journals, I have no doubt that you would hesitate to publish it and certainly not before having it properly reviewed by experts in the field. Yet by publishing both the Noe-Bader article and the earlier claims of Wotiz and Rudofsky concerning Kekulé's dreams, you have done just that in historical terms, as I cannot believe that either of these articles were reviewed by recognized historians of chemistry. By presenting these "historical hobby horses" to the chemical community as legitimate historical controversies you do the community the disservice of grossly misrepresenting their status among legitimate historians and you do the history of chemistry community an even greater disservice by wasting their time in having to refute and clarify what was never controversial and never unclear in the first place. If it is the intent of *Chemistry in Britain* to provide its readers with interesting and informative articles on the history of chemistry, then as editor of a history of chemistry journal I would be happy to provide your staff with a list of qualified authors. If, on the other hand, the intent is to increase your readership by engaging in a sort of tepid academic yellow journalism, then, in the same capacity, I can also provide you with a list of persons who have been knocking on our door for years with an entire herd of equally dubious hobby horses, ranging from the supposed charlatanry of Lavoisier and Linus Pauling, to the homosexuality of Justus Liebig and the duplicity of Charles Darwin.

Best Regards



William B. Jensen  
Oesper Professor of the History of Chemistry  
Department of Chemistry  
University of Cincinnati





## R. CORYDON FINCH, P.C.

ATTORNEY AT LAW

402 EAST VIENNA STREET - ANNA, ILLINOIS 62906

618/833-8578 FAX 618/833-5805

May 11, 1995

VIA FACSIMILE  
(618) 457-5063

Mr. Gene A. Turk, Jr.  
Attorney at Law  
P. O. Box 99  
Carbondale, IL 62903-0099

RE: JOHN H. WOTIZ V. ALAN J. ROCKE, ET AL.

Dear Mr. Turk:

Please be advised that as local counsel for the American Chemical Society (ACS), we have been authorized on behalf of Alan J. Rocke, William B. Jensen and the Division of the History of Chemistry of the American Chemical Society (Division), as well as the ACS itself, to propose a full and final settlement of all claims by Dr. Wotiz against these parties, their successors and assigns. This offer of settlement specifically responds to your letter dated January 19, 1995, to Mary Lou Rouhandeh, and your conversation with me on April 24, 1995, and anticipates a comprehensive settlement agreement as follows:

1. Dr. William Jensen will voluntarily resign as editor of the Bulletin for the Division (Bulletin).
2. Dr. Jensen will have no further connection with the Bulletin or hold any governance or committee position in the Division through December 31, 2000. Thereafter, he may fully participate in any role or activity of the Division and/or the Bulletin.
3. Dr. Jensen will write an apology which will appear in the first edition of the Bulletin under its new editor.
4. Dr. Alan Rocke will voluntarily resign as associate editor of the Bulletin.
5. Dr. Rocke will have no further connection with the Bulletin or hold any governance or committee position in the Division through December 31, 2000. Thereafter, he may fully participate in any role or activity of the Division and/or the Bulletin.
6. Dr. Rocke will write an apology which will appear in the first issue of the Bulletin under its new editor.

F. Y. I.

over

John

I am leaving for  
Europe on 6/4


Mr. Gene A. Turk, Jr.  
May 11, 1995  
Page -2-

- 7. The Bulletin will publish a full-page advertisement approved by the Editor for Dr. Wotiz's book in all issues of the Bulletin printed for a period of three (3) years beginning January 1, 1995, through and including December 31, 1997.
- 8. A one (1) column advertisement (1/3 page) approved by the Editor of Dr. Wotiz's book will be placed in one (1) issue of Chemical and Engineering News between June 1, 1995, and December 31, 1996.
- 9. Dr. Wotiz shall dismiss with prejudice the pending Illinois litigation and will not file any other claims in any other jurisdiction.
- 10. Dr. Wotiz will separately release, indemnify and hold the other parties harmless from any claims which have or could have been made against the other parties.
- 11. The terms of the Settlement Agreement shall be kept confidential.  
The terms shall contain such other terms and conditions as are usual and customary for like agreements.

I will be pleased to draft the Agreement upon Dr. Wotiz's acceptance of these terms and conditions.

Sincerely,

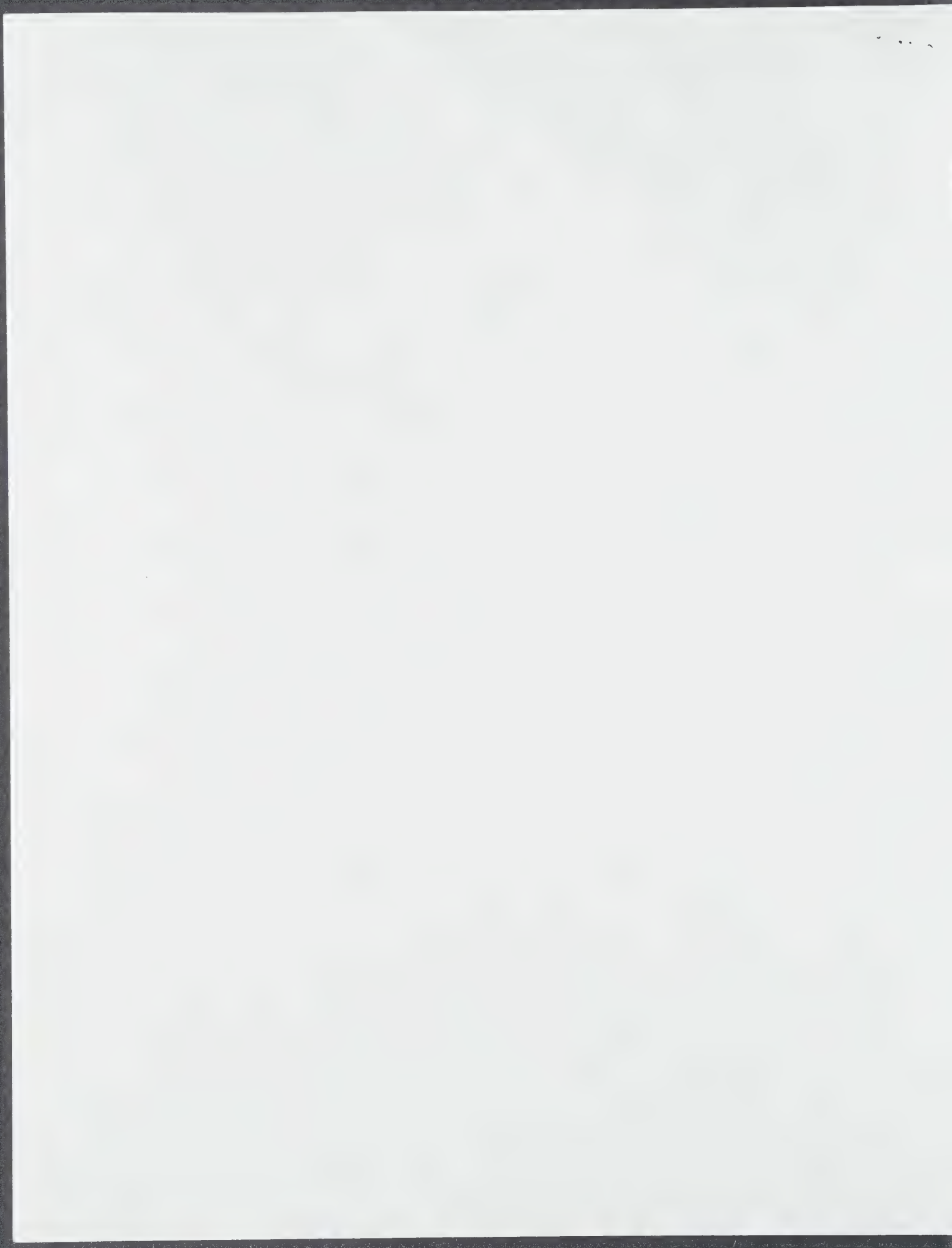
R. CORYDON FINCH, P.C.

BY:   
R. CORYDON FINCH

RCF:dkm

- cc: John K. Crum, Ph.D.
- Martin D. Saltzman, Ph.D.
- William B. Jensen, Ph.D.
- Alan J. Rocke, Ph.D.
- William J. Butler, Jr., Attorney at Law
- Jerome C. Schaefer, Attorney at Law





**GENE A. TURK, JR.**  
*Attorney At Law*

licensed to practice in:  
Illinois  
Florida

P.O. Box 99  
Carbondale, IL 62903  
(618) 457-0555  
Fax: 457-5063

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May 15, 1995

BY TELECOPY: 833-5805  
AND REGULAR MAIL

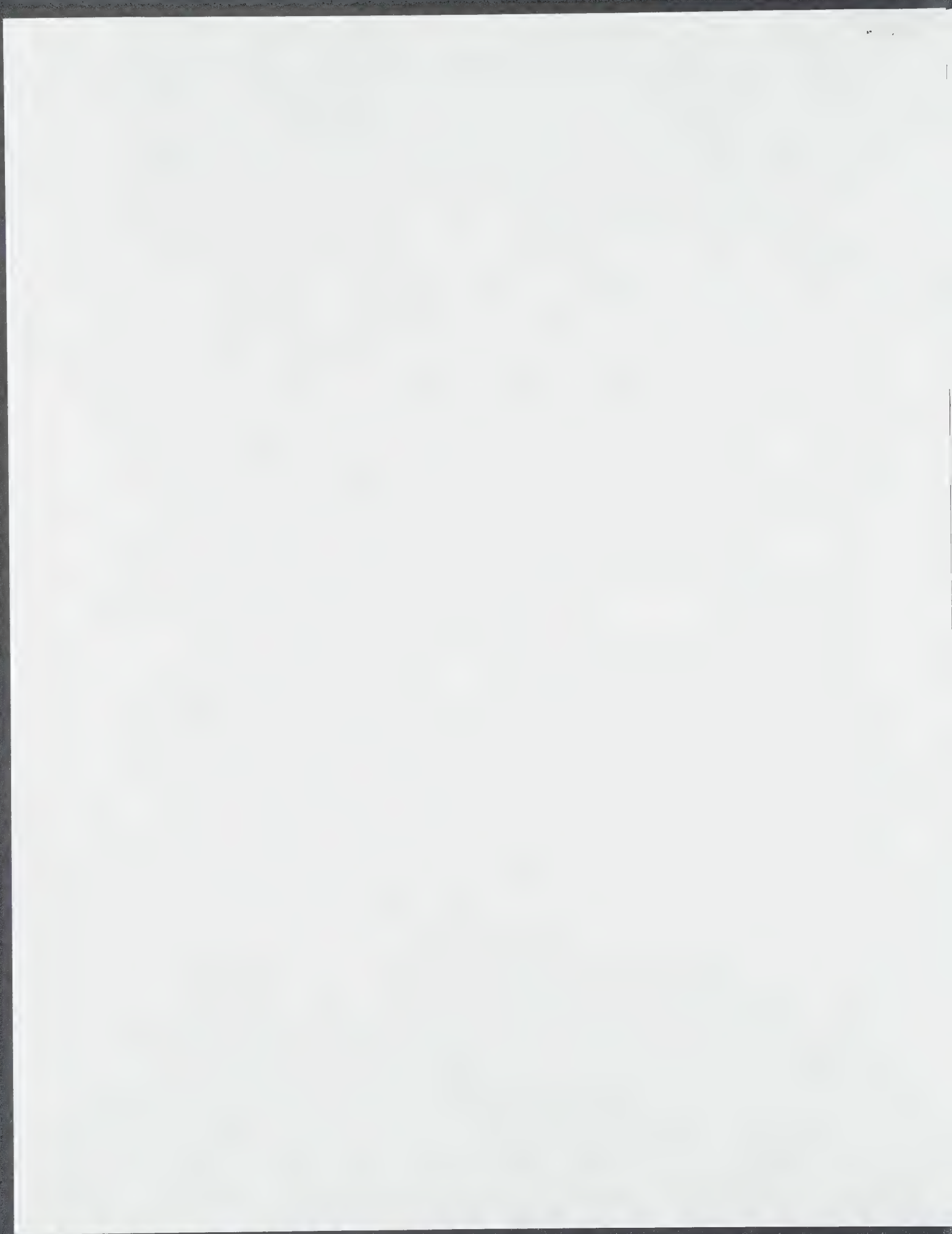
R. Corydon Finch, Esq.  
Finch & Karraker  
402 Est Vienna  
Anna, IL 62906

**Wotiz v. Rocke et al.**

Dear Cord:

In response to your clients' settlement offer dated May 11, 1995, my client has directed me to propose the following:

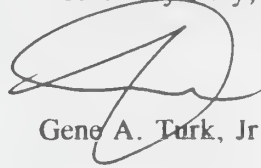
1. Dr. Wotiz accepts the settlement terms, in principle, with respect to the non-monetary aspects of this dispute, provided that all letters, advertisements, and other publications you propose to publish are first submitted to him and approved by him. In addition, the notice in the C & E News should be a half-page advertisement.
2. Dr. Wotiz requires that Alan Rocke submit to him copies of all correspondence with Springer-Verlag and with Strunz, to be used by us only in case Dr. Rocke does not otherwise comply with all aspects of the settlement.
3. Dr. Wotiz also requires some form of monetary compensation for his injuries. He has incurred substantial legal expenses and was subjected to humiliation before his peers. At a meeting of the ACS History Division Executive Committee, members responded to Dr. Wotiz's concerns with cries of "shame, shame." For reparation, we are demanding \$25,000.00 as settlement for all remaining issues, for all defendants. Of course, it makes no difference to us how the defendants allocate that sum among themselves.
4. Should these terms not be acceptable to all defendants, Dr. Wotiz would remain



amenable to settling with only the ACS and the History Division upon similar terms as previously outlined in your May 11 letter.

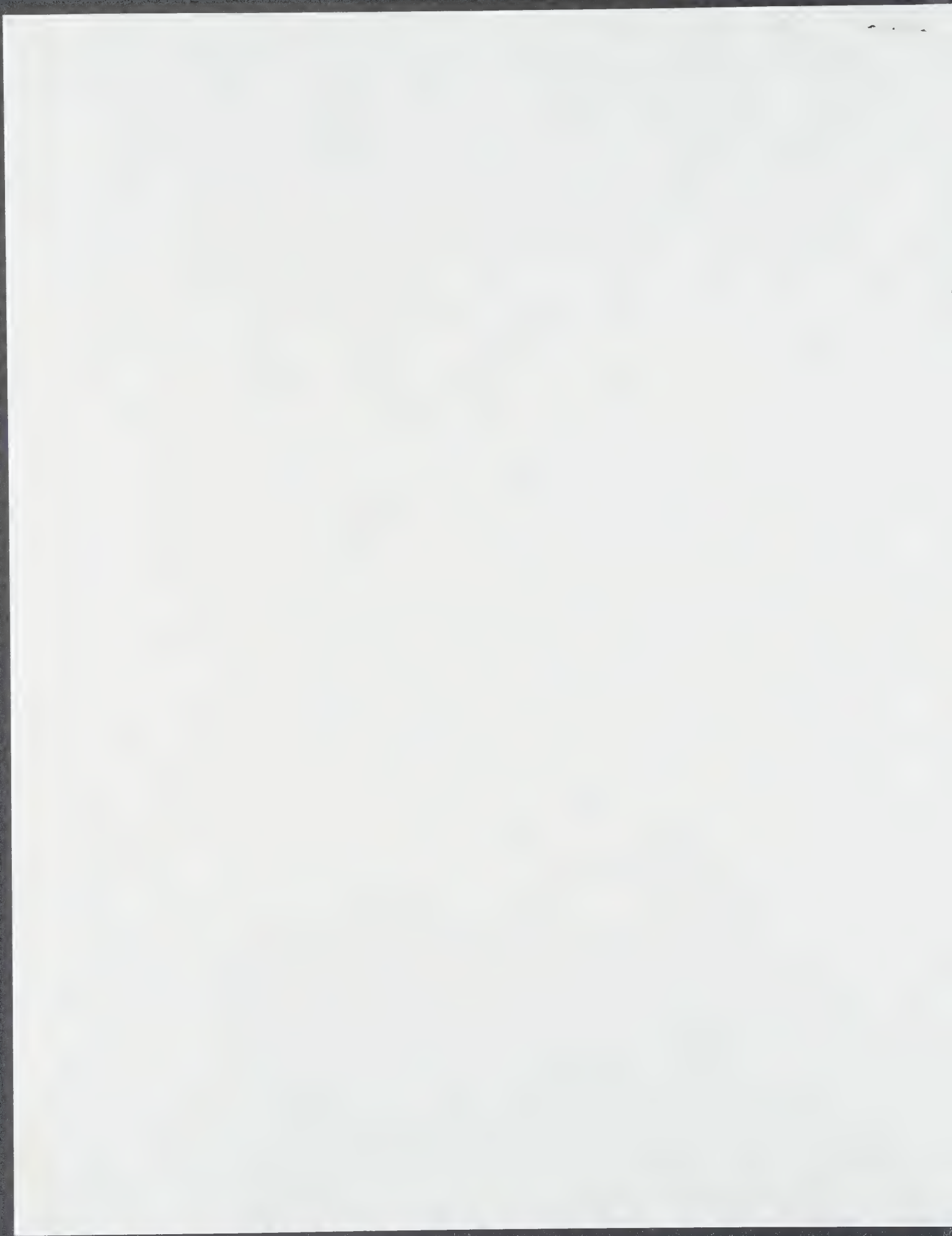
Please advise me at your earliest convenience of your clients' reply. As I have previously made known to you, Dr. Wotiz has authorized me to re-file this suit in Cleveland. I have located local counsel there and I am negotiating terms of representation. The Ohio attorneys are anxious to file suit, so I need to find out rather soon whether you and I can accomplish a settlement.

Yours very truly,

A handwritten signature in black ink, appearing to read "Gene A. Turk, Jr.", written in a cursive style.

Gene A. Turk, Jr.





FAX FROM

DR. ALFRED R. BADER  
Suite 622  
924 East Juneau Avenue  
Milwaukee, Wisconsin 53202  
Telephone 414-277-0730  
Fax No. 414-277-0709

618 453 6406

3/10/93

To: Prof John Wotiz

I could not reach Steve Bianca until this morning.

Your book will be listed in the Alarich catalog, and he will have the flyer at the stand in Newark.

I was surprised when Steve told me that George Kauffman refused to review your book. I wonder why.

I'll give many talks on Lopchwid - in the South, Michigan, Ohio, England, Scotland, Würzburg & Berlin, and will of course hand out your flyers.

Best wishes

Alfred





**John H. Wotiz, President**

Glenview Press, Inc.

P. O. Box 492

Carbondale, IL 62903-0492, USA

TEL. 618-549-4220; FAX 618-453-7346

February 18, 1993

Dr. Stephen J. Branca  
Director, New Products / R & D  
Aldrich Chemical Co., Inc.  
P. O. Box 355  
Milwaukee, WI 53201

Dear Stephen,

May I suggest that the *Aldrich Chemical Co.* displays the *Kekulé* book at the March 28-April 2, Denver ACS meeting at their exposition booth?

I would be pleased to supply you, at no cost to you other than shipping costs, the promotional brochures. Please note that I am also giving you permission to tape over the *Cache River Press* mailing address with the *Aldrich Co.* purchasing information, in the same way as we altered it for the direct purchase from the *Glenview Press* (see enclosure).

How many brochures would you like to receive? Your early participation is desirable since I'll be out of the country from about March 19 to April 16. Where and to whom should I send the brochures?

Sincerely,

John H. Wotiz  
President, Glenview Press

JHW/clf

Enclosure

cc: Mr. Jim Brien

bcc Bader

Alfred, I'll be submitting a paper to be presented at HIST at the Chicago ACS meeting, Aug. 22-27, "Kekulé's Riddle Solved". May I encourage you to present a <sup>Leuschmidt</sup> paper, back-to-back. Together we shall make a stronger impact.



