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Company-Scholar Relations

SINCE many of the specific problems arising in respect to company-scholar relations have at various times been adequately and even brilliantly described, the preliminary part of this paper will simply synthesize what we professional business historians have, up to now, had to say about these problems. Next, I want to share with you some of my experiences on the Burlington job, and then, in concluding, take the liberty of making a few observations which may, hopefully, be helpful to anyone planning to write a company history.

Let me say at once that I realize full well that company history is only one facet of business history, and I do not propose here to delve into the perennially intriguing subject of what business history is. But however broad or narrow our interpretation of business history may be, I think it safe to assume that we all agree that company history is one basic ingredient thereof, and that the company-scholar relationship is a vital part of that ingredient.

First, then, what have we business historians found to be what I should like to call the "standard problems" in company-scholar relationships, and what have we done formally to solve them? Well, my text has already been distinctly stated in one sentence of a paper that Dr. Stanley Pargellis gave before the Economic History Association in 1944. Said he: "Scholars and businessmen can understand one another only if they understand some of the fundamental differences between them."¹ I might say that this talk of 1944 was a follow-up of Pargellis's ground-breaking address presented before the Newcomen Society in 1943 entitled "The Judgment of History on American Business."² Taken together, these two talks were designed to and, in fact, did alert anew both the business community and professors to the possibilities of business history. What he had to say, indeed, was very much in my own mind when I drew up my first contract with the Burlington in 1949,³ and when Harold Williamson, in the early 1950's, suggested procedures for the preparation of a company history.⁴

¹Stanley Pargellis, "*The Corporation and the Historian*," an Address delivered at the Economic History Association, September 29, 1944, and published by the Newcomen Society, Princeton, 1944, p. 12

²"The Judgment of History on American Business," The Newcomen Society, Princeton, 1943

³Letter of Agreement between the C B & Q R R. Co. and R C Overton, April 19, 1949.

⁴Harold F. Williamson, *The Professors Discover American Business*, Evanston, n.d.

Later on, in 1955, James Soltow asked, and received replies from, some 39 companies as to why they had authorized the publication of a company history. It is notable that of the 58 reasons they gave, 47 concerned institutional publicity or usefulness to the company in relations with customers or employees. Only 11 responses indicated that the histories were authorized to make information available for scholarly and educational purposes.⁵ The point to remember is that over 80 per cent of the histories were written—so far as these companies were concerned—for public relations or employee purposes. Five years later Arthur Johnson and Barry Supple got back 83 responses from 221 firms questioned as to the value of company histories to the companies themselves. Twenty-four of the 83 stressed public relations value. Twenty-two other replies mentioned the usefulness of histories for employee relations, and 28 cited usefulness for reference purposes.⁶ These findings were confirmed at the meeting of the Business History Conference held at Harvard in the fall of 1961, and summarized in a special issue of the *Business History Review* in the spring of 1962. Relevant particularly to our purposes was the extremely frank article by Glen Perry entitled "Communication Between the Academician and the Businessman"⁷

Now then, what have we done in the way of solving the problems in respect to scholar-company relations that were outlined in these presentations? In brief, as scholars we have sought (1) to encourage personal contact with businessmen, (2) to regularize our company relations by contract, (3) to share unforeseen problems, and (4) to assist companies with current problems where historians can be helpful.

So far as personal contact is concerned, scholars have participated in such affairs as the Dupont Conferences that began in 1950, and in company training programs such as those on the Illinois Central. And on countless occasions we have worked on company premises to get that 'feel' of the company that is so essential for anyone undertaking to write that company's history. In doing these things, historians have disproved the fantastic notion that if a scholar sets foot inside any company, or gets to know its people, he will, *ipso facto*, be unduly influenced or, perish the thought, become a 'kept historian'. Rather, the historian has accepted the more obvious idea that to understand and write convincingly about any company he must professionally acquire some identification with it and develop empathy, though not necessarily sympathy, for the

⁵James H. Soltow, 'The Business Use of Business History', in *Business History Review*, vol. XXIX, no. 3 (September, 1955).

⁶Arthur M. Johnson and Barry E. Supple, 'The Businessman Speaks to Historians', in *Business History Review*, vol. XXXIV, no. 2, (summer, 1960), p. 243.

⁷*Business History Review*, vol. XXXVI, no. 1, (spring, 1962); Perry's article is on pp. 87-97.

ideas that make the company tick. Now mark you, understanding on the part of the historian *does not* imply agreement with whatever he discovers. It *does* mean that he can comprehend and transmit the substance, meaning, and relevance of what he finds.

Second, there has been a definite effort on the part of professional historians to identify and regularize the scholar's points of contact with a company. Let me tick off the steps that Northwestern's Committee on Business History have felt essential: First, they say, spell out the terms under which the author is to prepare the history; second, make provisions for working space and facilities at the company; third, designate a company officer to serve as liaison between the author and the company, and, fourth, agree on a cut-off date for the full historical account. Finally, provision must be made for review of the manuscript by designated company officers and for its return to the author within a reasonable length of time. In order that the atmosphere for such a work may be propitious, all personnel of the company must be notified that the history is being prepared and urged to co-operate with the author and his staff. Personnel should be encouraged to call attention to any documents or material that may be relevant, and provision made for interview with older or retired employees.⁸

Once these steps have been taken, and the scholar progresses in the actual research and writing, experience has shown us that as a third step he must, pretty much on an *ad hoc* basis, seek to explain to and share with the company such problems as the inevitable matter of bulk and the matter of a central pattern and order of priority in writing. Let me say just a few words about these two points which are really closely associated: Nearly all companies big enough, old enough, or significant enough to warrant a history have records measured in tons. No one historian or even a team can read them all even if, as seldom happens, such records are neatly gathered in one place, and if, as more infrequently occurs, they are calendared. There must be selection. Hence, there must be, on the scholar's part, an established pattern of priorities and viable techniques of sampling. Furthermore, however complete company archives may be, the scholar must constantly go to external sources to explore those attendant circumstances so necessary to understand in order to establish the relevance of his particular topic to the society in which the company has operated. The success with which the scholar can work out these problems is dependent in no small degree on the extent to which he can get the company to understand his problems and to help him solve them, both in terms of patience and in terms of funds.

Finally, throughout a scholar's term of working on a company history, he

⁸Williamson, *loc. cit.*, p. 14

must be willing to hold the company's hands to some extent. That is, — and I am sure all of us who have written company history have found this to be true, — we have on occasion had to pause to dig up some bits and pieces of historical information that the company wants for current and sometimes pressing reasons. This hand-holding can at times be costly in time and effort; hence it must be kept within reasonable bounds and possibly should be regulated by the contract. Yet such effort is, if reasonable, another means of contributing to company confidence in the historian and is thus one significant, if minor, aspect of company-scholar relations.

In summary, then, I would say that business historians in the last twenty-five or thirty years have been assiduous in exploring and spelling out the identifiable problems inherent in company-scholar relations and have taken positive steps on various fronts. I should say that companies have, in return, been increasingly willing not only to open their records, but to assist in having their histories written.

Now, at this point in the original draft of this talk I had a solid seven pages on the recent Manchester-Kennedy imbroglio with which, I am sure, you are all more or less familiar. It seemed to me that if you could substitute a public company for public figure, this serio-comic opera offered a rather enlightening analogy for our purposes. But limitations of time permit only a series of quick observations: First, the original agreement between Manchester and the Kennedys, signed March 26, 1964, apparently was so vague as to be subject to varying interpretations. All parties eventually recognized this fatal defect, and after the shooting was all over, Allan Nevins cited it as a major cause of the trouble. Second: Apparently the original contract did specify that the family had the right to review the manuscript *and* — of critical importance — to make such amendments or deletions as they saw fit. The trouble was that neither Jackie nor Bobby read the manuscript but relied on a shadowy corps of advisers who, naturally, disagreed amongst themselves and with the author; this led to the abortive lawsuit, and eventually to the out-of-court settlement of January 16, 1967, under which (a) the author altered seven out of 654 pages, (b) the notes and manuscript were sealed up for 100 years, and (c) the Kennedys withheld their endorsement of the resultant product.⁹ The moral of all this is, I think, too obvious to warrant stating. And finally: The central point of conflict was between the right to privacy on the one hand and the right of the public to know all the facts on the other. In five learned comments about the affair printed in the January 21, 1967 issue of *Saturday Review*, an economist, a publisher, a teacher and two lawyers gave their views on this dichotomy and, as might be expected, reached no consensus at all except that despite their vary-

⁹*New York Times*, January 17, 1967. Cf: *Ibid.*, January 30, 1967.

ing views on the legal and moral issues involved, they agreed that in practice there must be, in such matters, a certain amount of give-and-take or, to put it otherwise, mutual recognition of the opposite party's interests¹⁰ This, I may say, I found to be true in my experience with the Burlington, and I now propose, against all the foregoing background of professional precautions and Kennedy high-jinx, to take you behind the scenes of my own experience with that company

The tale of the C. B. & Q. and Dick Overton began in the spring of 1935, some 32 years ago when, with the first year of my graduate work at Harvard drawing to a close, Professor Merk sent me across the river to ask Professor Cunningham, of the Business School, what railroad might conceivably have its land grant records and, much more to the point, have a president who would be willing to make them available for a doctoral thesis. The answers were forthcoming almost immediately: the Burlington and Ralph Budd. After all, that company had never been bankrupt and so, presumably, it might have its records. More important, it was well known that its president had a lively interest in history. Hence that very afternoon Mr. Cunningham sent off a letter to Chicago. Within a week the reply was back; I was referred to the company secretary and given, in good railway terms, the green light.

The next steps are revealing: I wrote the secretary explaining my needs and hopes; he replied that all the company's existing records concerning its three-million acre land grants could be sent to me in one large-size manila envelope. Incredulous, I wrote directly to Mr. Budd, cited the secretary's reply, and asked whether I might come out that summer and look for records myself. Mr. Budd replied, "Yes;" I had his permission to look anywhere. That one-sentence letter proved to be all the passport I needed, and during the deathly hot summers of 1935 and 1936 I scoured the premises in Chicago, Burlington, Omaha, and Lincoln. Before I left Cambridge, incidentally, the keen-eyed librarian of Baker Library, a certain Dr. Arthur H. Cole, encouragingly and rather grandly said he hoped I would bring back to the Baker whatever I could find. I have often wondered just how many invitations of that sort he issued after the fall of 1936 by which time, to make a long story short, I had found somewhat more than you could put in a manila envelope.

True enough, there wasn't much beyond summary accounts in Chicago, but Burlington, Iowa, had been the land agent's headquarters for that state. At first nothing could be discovered. But one evening, somewhat discouraged, I gravitated to a switch-tender's shanty and there a certain Mr. Marshall, with some 40 years of service behind him, recalled that there was an attic room in the main station where, he recalled, some old records had been stored. Bright

¹⁰*Saturday Review*, vol I, no 3 (January 21, 1967), pp 18-29.

and early the next morning I collared the janitor, and we trudged up some back stairs to a grimy hall, dimly lit by a tiny dormer window. One door, without any handle, was visible. We got a crowbar, pried the door open, and found ourselves in Stygian darkness. Eventually, we rigged up a long extension cord, and our one light revealed a room about 20 feet square lined with tightly-packed shelves. What did we find? Every single journal, ledger, plat book, and contract record of the entire Iowa grant, plus all the correspondence over a 20-year period with everyone who had ever bought an acre from the company. To be sure, the Iowa grant was only some 300,000 acres, but the whole record of it was right there, together with a score of pine chests each about the size of a foot locker containing the president's correspondence and other memoranda for the last quarter of the nineteenth century. The drama of this find was repeated at Omaha a month later. There we had to break down a basement partition to reach similar records for the much larger Nebraska grant. Eventually, we packed up some twelve tons, which, quaintly enough, the company shipped off to the Baker Library as waste paper. Unfortunately, I was not in Arthur Cole's office when the Boston and Albany railroad telephoned him that a freight car of records awaited his pleasure. He was no man then, any more than he is now, to flinch. He had the car shunted to a side track near the Library, and had every item cleaned, sorted, and shelved for me. And there, in Baker, I sat down and wrote *Burlington West* in the winter of 1938-39.

There are perhaps one or two obvious morals to this tale. Don't ever believe even the most high-minded company when they tell you they don't have records. Get permission from the president to look, and then be sure you have some place, preferably a library, where you can deposit what you find.

The story of how and under what circumstances *Burlington West* was published can be briefly told. After completion of the manuscript in 1939 I could not, thanks to the Roosevelt Depression, find a teaching job. So, in October of that year I tucked the manuscript under my arm and went to Ralph Budd to see whether he would hire a historian. He, being the man he was, read the bulky thesis from beginning to end and wound up by hiring me as his executive assistant. One of my first jobs was to write a brief pamphlet history, some 40 pages long, for the company's 90th birthday. From the historian's view, perhaps, this was a form of hand-holding. But it must be emphasized that I had been hired as an all-purpose assistant, with history as a distinct sideline. Eventually, two printings of that little *First Ninety Years* totalled some 100,000 copies, more, I assure you, than of anything I have ever written or hope to write.¹¹

Once that was out of the way, the company agreed to let me prepare, on

¹¹R. C. Overton, *The First Ninety Years*, Chicago, 1940.

their time, my thesis for publication adding, for the period after 1906 when the last lands were sold, a chapter of general history based on the pamphlet. In this form the book appeared in 1941.¹² The company neither asked for nor exercised any right of review whatsoever in respect to the manuscript. After all, the 'boss' had read the thesis, and the added material covering the most recent 35 years had already been published. A very simple agreement among the Harvard Press, the railway, and myself provided that there would be a printing of, as I recall, 4,000 copies, half of which were to be distinctively bound and labelled as the 'Railway Edition.' These the company could and did buy at a 40 per cent discount from the retail price. This was the book's sole form of support, and the company recovered a good part of its investment by reselling their copies at a special rate to their employees. Since I was then working for the company and had prepared the book for publication on their time, I took no royalties on it at all. This, then, was a happy experience all around, and I cannot refrain from mentioning the sequel: *Burlington West* went out of print some 15 years ago, but it is being republished in a hard-cover library edition by Russell & Russell this month to sell, amusingly enough, at nearly three times the original cost.

In 1945 I left Burlington to set up the Department of Business History at Northwestern. But in 1947, with the C. B. & Q. centennial just two years off, Mr Budd asked me to do another pamphlet, this time of 64 pages to be entitled *Milepost 100*.¹³ Even though this was to be a straight consulting assignment on a per-deim-plus-expenses basis, I was reluctant simply to undertake a popular pot-boiler. Hence, I said I would do it only if Mr. Budd would permit me to go through all the minute books since the company began and take notes on a scale that would permit their being used as the basis for a full-length history if and when I should get around to writing it. To this he agreed, so I spent 18 months taking notes which were, of course, to prove invaluable. Once *Milepost 100* was out of the way early in 1949, I entered into my first contract with the company for a one-volume general history.¹⁴

That 'Letter of Agreement' was less than two pages long, but it included what accumulated wisdom we business historians had garnered the hard way until then. The first sentence was the most basic. It said, simply, "You will have access to all company records." And it went on to say I could utilize all facts, provided they were not libellous or defamatory and if they did not create a "clear and present danger" to existing persons or to the company. Lest there be any trouble over these interpretations, it was provided that if there were any

¹²R. C. Overton, *Burlington West*, Cambridge, 1941.

¹³R. C. Overton, *Milepost 100*, Chicago, 1949.

¹⁴Letter of Agreement between the C.B. & Q. R. R. Co. and R. C. Overton, April 19, 1949. The quotations in the paragraphs immediately following are from that contract.

disagreements, we should consult with each other and then arbitrate. Now note: All this pertained only to facts, and since facts were ascertainable, there never was any disagreement that could not and was not settled by consultation. Actually, the company saved me from many an error. Another portion of that first paragraph provided,—and I think wisely,—that any current negotiations or controversies between the Burlington and the government, shippers, or others were to be reported in summary form only as the company approved. This, of course, was to take care of what I considered “history in the making,” and as matters finally worked out, I used my access to all company records only for the first century, 1849-1949, and then clearly told the reader, in a Prologue to the Epilogue, that the story of the most recent 15 years was tentative and based only on publicly available sources.¹⁵ This effectively put all current matters on a basis acceptable to the company and on a basis that was understood by the reader. There were other reasons for my adopting this course which I shall explain later.

The second substantive paragraph of our contract of 1949 provided that I should have freedom of interpretation of the facts, but that the company could express any varying viewpoint in a footnote which should be clearly labelled as being Burlington’s viewpoint. Now please note, the company retained no right to alter or delete my interpretation. All it could do was to express its own ideas; perhaps because the officers were reluctant to spotlight any matters about which they were less than enthusiastic, they never once used this right. What they actually did when they disagreed I shall describe in due course.

This same paragraph of our contract provided that at any time the company could have access to my notes, but that these notes would, nevertheless, remain my property. In other words, unlike the arrangement in the now-famous Kennedy-Manchester settlement, these notes cannot be sealed up. They are, I might say, constantly in use by me and by my qualified graduate students, and more than once, in what I consider legitimate hand-holding, I have dug into them to provide the company with data they desired. The final sentence in this paragraph of my 1949 contract provided that I should indeed “submit” my manuscript to the company, but with the all-important proviso that 30 days only were to be allowed for reading each 150 pages. Thereupon, my manuscript had to be returned to me. Please note: Submission did *not* carry with it, as in the original Kennedy-Manchester agreement, the right to amend or delete. It was simply, as my contract said, for comment. Neither facts nor interpretations in my manuscript could be or were changed unless, in my *own* judgment, I thought they should be.

Publication was specifically provided for. By the next paragraph of our

¹⁵R. C. Overton, *Burlington Route*, New York, 1955, p. 555

original contract it was spelled out that I should choose the publisher "with advice of the Burlington." As it turned out, this meant that I approached half a dozen publishers and returned to the company with my recommendation as to which one I would choose and why. On this matter the Burlington accepted my advice so that a contract with Knopf was signed in 1952. My agreement with the company went on to provide that the Burlington should specify within 30 days of the selection of a publisher how many copies it would take, whereupon I should try to secure the best bulk or wholesale price I could get on such copies. As it turned out, for reasons I shall give shortly, these matters were not settled until years later, but in due course Burlington took 5,000 copies out of a total run of 10,000, and since I voluntarily relinquished my royalties on the copies they took, they secured the books at approximately half the retail price. And, as in the case of *Burlington West*, they either gave their books away within the industry or resold them to their employees for precisely what they paid for them. My contract provided that the copyright of *Burlington Route* would remain with me, but that, and Knopf agreed to this, the company could republish any three chapters or 75 pages at any time.

The next following paragraph of my 1949 Burlington agreement provided, in effect, that I should be paid for time spent on the project on the same basis as a professional salary, and that I should be reimbursed for the necessary secretarial, travel, and other expenses upon submission of monthly vouchers. The railroad further agreed to furnish maps, drawings, and photographs as well as the cuts and plates necessary for printing. There was never any real difficulty about any of these clauses although they were amended by mutual consent several times. The final substantive paragraph had a less happy fate: It provided that the manuscript should be completed by October 1, 1950, except that in case of illness or by mutual agreement the date might be extended, but no later than June 1, 1951. And thereby hangs a tale by itself.

I went to work, in the spring of 1949, but even with the vast notes from *Burlington West* and the pamphlets, plus the transcription of the minutes, it became increasingly apparent that the job was far bigger than I had supposed. The railway accepted this fact, and on April 3, 1951, extended the original contract and support for another three years, that is, to June 1, 1954.¹⁶ But then, late in the spring of 1951, a curious thing happened: I had by then completed the story up to about 1875, had finished a chapter on the 1888 strike and on World War I, and a summary of the Colorado & Southern - Fort Worth & Denver City. This last attracted the attention of the company because they were then contemplating a corporate and financial simplification of the Texas company. Could I, they asked, convert my C and S - Fort Worth material into a

¹⁶Letter of Agreement between the C B & Q R R. Co and R. C. Overton, April 3, 1951

book which, they thought, might garner some goodwill, especially in Texas where the absentee control from Chicago was something less than popular? Well, it was clear that the major Burlington work would take years at best. Here was a chance to get out a book in a relatively short time which would, I thought, be worthwhile in itself, serve as an earnest of what was to come, and, at the same time, fulfill a strong company desire. The fact that I also had first and exclusive access to John Evans's papers—a story in itself—and, as did others, access to the Grenville Dodge papers, made the project irresistible. So, for better or worse, I took two years, teaching full-time meanwhile, and produced *Gulf to Rockies*, published by the University of Texas Press in the fall of 1953.¹⁷ This job was done, mind you, within the provisions of the 1949 agreement and the 1951 extension, and with nary a hitch. Never, I might say, did I enjoy writing anything so much. Evans and Dodge were colorful, and perfect foils for each other. The story seemed to write itself, and when it was done both the railroad and I were happy with the results. The hitch, which neither of us fully appreciated then, was that when *Gulf to Rockies* appeared, there were only six months left to go on my extended agreement concerning the system history.

To complete the big book in that time would have required a minor miracle. As it was, domestic emergencies followed by a major operation made any work impossible until the summer of 1956, by which time all my funds payable under the contract were exhausted, and even the monumental patience of the Burlington was wearing thin. To make matters more complicated, I was then living in Vermont and teaching at a prep school, acting as a consultant for the Association of American Railroads, teaching summers at Williams, and trying to keep up learned society contacts. But when I trimmed these activities to a minimum, the railway, in March, 1957, agreed to extend additional support on a per-page basis. It was provided that if I did not have a final draft for the period 1849-1949 delivered to the publisher and the railway by September 15, 1963, the company could demand all my notes and materials and engage another author to complete the work.¹⁸ Fortunately for all concerned, and despite an intervening operation and re-adjustment of the terms of support, this deadline was met. Precisely a year later—on September 15, 1964—the Epilogue, back matter, and Index had been completed and, with the rest of the manuscript, handed to both the publisher and the railway. Then began the long grind of seeing the manuscript through the press. The completed book was officially published on July 12, 1965.¹⁹

¹⁷R. C. Overton, *Gulf to Rockies*, Austin, 1953.

¹⁸Letter of Agreement between the C.B & Q. R.R. Co and R. C. Overton, March 1, 1957.

¹⁹R. C. Overton, *Burlington Route*, New York, 1965.

I wish now to say something about the unforeseen problems, those that could not be characterized as "standard," since they were not contemplated by any of our agreements. It was precisely these unexpected problems that, from time to time, made both progress and mutual understanding painfully difficult. But by way of preface, let me make several points crystal clear, for what I have to say next is in no way, shape, or manner in the spirit of recrimination, but merely an analysis of concrete situations to see whether we can learn anything from them: In the first place, in 1949 the Burlington and I entered into an agreement, in good faith and with mutual confidence, to produce an honest and comprehensive history of the Burlington, and I am certain that at no time did any officer of the company lose sight of this objective. But there were, inevitably I think, differences as between certain officers of the company and myself as to what constituted "an honest and comprehensive history," and as to what the most appropriate means for achieving it were. These, I want to emphasize, were honest differences of opinion, and they arose from the simple fact that I looked at matters primarily from the scholar's viewpoint and they, with one notable exception, primarily from the corporation's viewpoint. In the second place, I believe that many of the most serious difficulties of all arose not because of these differences of opinion, but because of temporary breakdowns in or interference with the normal channels of communication and liaison. For this both the company and I must share the blame. And finally, in 1949, when my original agreement was signed, I estimated that the book would be finished in 1951 and that it would cost, for services and expenses, approximately "x" dollars. As it turned out, it took roughly *eight* times as much time and *eight* times as much money to complete the project, and although the job included *Gulf to Rockies* as an unexpected by-product, it was obviously a bigger and longer undertaking than anyone contemplated at the outset. It was too much to expect that my gross miscalculations should have been viewed with calm equanimity by the company.

Let us turn now to what actually happened in respect to these three areas of unforeseen difficulties and see what we can learn from the experience. First as to our differing expectations: What I wanted, and eventually got, was a truly comprehensive treatment that would leave out nothing I deemed essential or significant and would also clearly tie in the purely Burlington story to the attendant economic, social, and political framework. I wanted, above all, to produce a work that my fellow historians—and Ralph Budd—would accept as sound history and that the general public would find readable. What many in the company wanted, on the other hand, was an on-the-spot account limited strictly to Burlington doings, suitably purged of anything whatsoever that might hint of outright mistakes, and generously larded with anecdotes, pictures, and

the like that would appeal to, among others, the vast audience of railway buffs and the casual but well-heeled reader who wanted entertainment.

This divergence in expectations lead to some contretemps that are more amusing in retrospect than they were at the time. When it came to access to recent records, for example, early in 1954 I started to make a systematic inventory of the still-current executive files. One highly-placed officer, backed up against his file cases, spread out his hands in dramatic fashion and announced that I could never touch his files so long as he lived. Well, as it happened his contribution to the company had been minimal, so maybe it made little difference, but it was then that I decided to cut the in-depth research off at the 1949 century mark which, as it happened, coincided with the beginning of the then-current administration. True, as even a company lawyer advised me at the time, I could, under my contract, have forced even this obdurate and self-important official to open his files. But aside from the probable unimportance of their contents it was clear that it would be ticklish handling anything about the existing administration. Furthermore, not all the records were assembled, not enough time had passed for a balanced view, and, finally, I knew and had worked with most of the officers. On all these counts, then, I left the detailed account of the 1949-1964 period to the historian of the railway's second century and simply summarized the story from publicly available sources. But I insisted, in the Prologue to the Epilogue, upon saying what I was doing and why. To this explanation, I may say, certain officers objected. My readers, they said, would never know the difference. Granted, some might not, but the people I respected most would have, and so would I. That's why, over company objections, page 555 says what it does.²⁰

But what of the manuscript itself? Well, certain officers of the company tried to insist, for example, that telling the story of the railway during the wartime periods from a national standpoint was ridiculous and unnecessary. They agreed, as a case in point, that Chapter 26, an overview of World War II, was all very fine, but had little or nothing to do with the Burlington, and should therefore be omitted to save time and money. And this, despite the fact that in wartime any one railroad was but part of a mighty economic mobilization effort whose policies and direction were national in character.

These same officers felt, and probably still feel, uneasy because of the emphasis I put on what was, at the time, freely referred to as the "Revolution of 1875." They were, and may still be, afraid of what some ostensibly respectable great-grandsons and great-granddaughters might think of their elders. And they felt so despite the fact that in 1875 the details of this affair were widely known and publicized, despite the fact that the effect of the Revolution was

²⁰*Ibid*, p. 555.

to alter permanently the thinking and procedures of Burlington's top management, and despite the fact that the company cleaned up its own house without having to be brought to account by the courts, the legislature, or the public

These same officers wondered why I needed to include a bibliography at all or why, in distilling the original manuscript from 2,375 pages to some 800, I could not simply do a cut-and-paste job instead of a fresh rewrite. In fact, one officer ordered a hapless public relations man to take three of my long draft chapters and cut them down by 75 per cent. This the man did in 15 hours, and then by algebra the officer figured out that I should be able to do the entire rewrite in a few weeks instead of the many months it took. Fortunately, an objective scholar, whom Mr. Murphy (who succeeded Mr. Budd as president in 1949) respected, characterized the public relations man's job in terms that effectively removed it from serious consideration.

Well, these are just some of the unforeseen difficulties that arose on this score of differing expectations. They were, in the end, all resolved as I wished, but only after the expenditure of countless hours and many a sleepless night. The moral from these particular situations is, perhaps, that it is simply too much to expect a scholar and a businessman to agree—if left to their own thinking—on the *kind* of a history one should have. I shall have more to say about this shortly.

What about the various breakdowns in liaison? In my case, one basic aspect involved Ralph Budd and was caused totally by extraneous factors. He was, I may say, the principal liaison between myself and the company until his death early in 1962. For the first five years of the project, 1949-1954, I was resident in Evanston and able within an hour to meet and talk with him or any other company officer. From 1954 to 1961, however, I was in Vermont, and from 1961 on in London, Ontario. This was bound to, and did, make communication difficult. Until 1954 Ralph Budd was in Chicago, but thereafter in California. This in no way hampered my links with him; scores of letters passed between us, and we visited each other both in California and Vermont. He read and commented on every line of the long draft and of the first six chapters of the final version. But his being in California meant that he could not serve as my day-to-day link with the company. So long as he came to Chicago for occasional board meetings, this situation was not crucial, but after his resignation from the board in May, 1958, it became a heavy handicap. His death early in February, 1962, nearly proved fatal to the entire project and probably would have had not Harry Murphy then been willing to step decisively into the breach in April of that year. In other words, from the spring of 1958 until the spring of 1962, various officers simply interjected themselves into the situation much in the manner of sidewalk superintendents. Once they were removed, and

mutually acceptable liaison was re-established with the man at the top, our relations went forward on an even keel. The moral, I am sure, is self-evident.

Now what about my faulty and foolish predictions as to how long the book would take and cost? I should have known better. There were and are in existence some 20,000,000 pieces of paper with decision-making implications concerning the Burlington. This is a conservative figure. I should have known that one piece found would lead me to another, and that even if I could, by judicious selection and sampling, read only one per cent of this avalanche of paper, which is about what I did, it would take more like ten than two years. And I should have realized *and explained to the company* that the task of writing a truly literate work was a bit tougher and more time-consuming than composing a popular pamphlet. Purple passages do not just occur. They are the result of painful and tedious rewriting, rethinking, and rephrasing. This I should have realized and tried to explain. I could not, of course, have foreseen domestic commitments and surgery that, all told, happened to put me out of commission for two or three years. But because I did not come to grips with all these facts until about 1958, my standing as a prognosticator and producer fell to the vanishing point with virtually everyone on the property. Ralph Budd understood the situation and tried, as best he could from California, to explain matters to Chicago and to keep me undisturbed at my task; eventually Harry Murphy did the same thing.

But it was hardly strange that several officers with little or no comprehension of what the problems were utterly lost patience. One official I went to see in Chicago simply pounded his desk, literally, and demanded to know only one thing, the date on which the book would be done. Another, in what I suppose was a perfectly sincere effort to protect the company, circulated a memorandum to the president and others in the spring of 1957 to the effect that I was living a relaxed country life in Vermont and not attending to business. Still another one phoned me long distance one day and insisted I tell him how many pages I could write each day. When I quite honestly but untactfully replied that I had once typed 20 pages in a day and then spent 20 days on one page, he thought that I was both flippant and frivolous!

The moral: In making a contract for a major undertaking such as this, leave time and cost open-ended at first. That is, provide for a pilot period of say two or three years after which mutual reappraisal and replanning can take place. And in making any contract, allow for unforeseen personal contingencies, and if necessary for temporary suspension of the agreement if caused by factors genuinely beyond the control of either party. Next, as I said before, deal exclusively and closely with the chief executive. I would, in fact, make it mandatory that personal conferences be scheduled between author and either the president

or a mutually acceptable liaison man every six months at least, with the corollary that all author-company contacts flow through that channel. For if any other officer, however well-intentioned, can query and distract the author whenever he sees fit, the inevitable result is crossed wires, lost time, and bedlam in general.

Well, I think I have said enough about my own unforeseen difficulties. Perhaps there were more than the average share in this case, but I honestly don't think so. At any rate, if I had known, and had been astute enough to convince the company, of such considerations in 1949, I am willing to bet that the book would have been out four or five years sooner than it was.

Now, let me recapitulate: We have taken a look at some of the formal findings we as professionals have made about scholar-company relations over the past 25 years or so. We have then taken a quick triangulation from the Kennedy-Manchester affair as a preface for discussing my own experiences with the Burlington in order to observe in concrete terms how these company-scholar relations can and sometimes do operate in practice. What conclusions can we draw and what recommendations seem justified?

My first conclusion, and I firmly believe it to be basic to this whole discussion, is simply this: Whereas a scholar and a company may and often do agree that the *preparation* of a company history is a good thing, there is little evidence if any that they will, if left to their own devices, agree as to *why and how* it is to be done. Put otherwise, apart from agreement about the ultimate objective, the *normal* state of affairs is one of substantial difference and downright misunderstanding as to priorities, ways, and means. I stress the word 'normal,' for in my opinion there is no apparent reason why the scholar, given his background and order of values, and the businessman, given his training and aims, should agree.

After all, the scholar, by and large, is quite properly dedicated to finding out the truth regardless of where his search for it may lead him, and regardless of how unpalatable that truth may be if and when he finds it. Furthermore, as compared to the company executive, he is in no hurry. It is better, he thinks, to make no decision at all than to make the wrong one.

The businessman, on the other hand, is interested in individual and corporate success. Now don't misunderstand me: I am *not* saying the businessman is disinterested in truth. He knows, perhaps better than anyone, that honesty pays, and I am convinced, on the basis of long experience, that the average businessman is just as honest as the rest of mankind, scholars included. But let's get back to the point: If the businessman is to stay in business, he must strive for individual and corporate success. To a large degree, success is measured by profits even though it is a great mistake to assume that profits are the only ingredient of the sort of success I mean. Countless businessmen are driven by

such rather noble motives as creating something better or cheaper for mankind, improving their community, and the like. Men like Bernard Gimbel and J. S. Kresge, both of whom died only recently, did far more than just chase the almighty dollar. Yet both of them, and hosts of others we all could name, were dedicated primarily to individual and corporate success. Were they honest? They certainly were. But did that necessarily mean that they wished to seek out and publish every significant truth about Gimbel's and Kresge's? My guess would be definitely not. And why not? Because some of these truths quite simply might not promote corporate success, or at least not in the opinion of the usual self-appointed guardians of the corporate truth, generally the company general counsel and, perhaps, the public relations officer. If there is any question as to the current impact of an historical fact, they reason, leave it out. Why not, they ask, let the dead bury the dead? Finally, businessmen have an inborn sense of urgency that the scholar finds hard to understand. Constantly businessmen must make decisions at fixed times and, to be blunt, sometimes making any decision is more important than making the right one. Consequently, the businessman expects the scholar to do his research and write his story and tell in advance precisely when he is going to be finished. After all, if the businessman can meet his deadlines, why can't a scholar? In truth, historians and businessmen simply do not think alike!

My second conclusion is really a corollary of the first: Since disagreement over the *implementation* of a business history project is inherent and, I think, inevitable, it is utter nonsense to suppose that this disagreement will somehow vanish into thin air simply because both parties are enthusiastic about having a history. I would go further: I think that most, if not all, of the headaches that have not infrequently characterized scholar-company relations have occurred precisely because each party has blithely assumed, without really thinking it out, that his opposite number would somehow, during the course of the undertaking, come around to his way of thinking. This assumption, I believe, is pathetically naive.

This leads me to the recommendations which I have already hinted at. Wouldn't it be more sensible to recognize these inherent, ingrained differences frankly at the outset and, in effect, see what can be done to "contain" them? Could not the businessman, for example, accept in advance the idea that the scholar will inevitably want, among other things, to write for his own kind, and in doing so relate his subject to his setting, provide at least a modicum of documentation, and include a bibliography? And cannot the scholar be co-operative enough to include more local color and anecdotes and pictorial material than perhaps he would do if left on his own? Can't the scholar and businessman in advance brief each other as to how and why they feel as they do about time?

Can't they as well clearly explain to each other where their basic responsibilities lie so that, hopefully, the businessman may comprehend just why the historian's standing with his fellow historians is so very important to him, and so that the scholar may understand why the businessman must consider the board to which he is responsible? Can't both of them agree, say, on a cut-off date for carrying the story in depth to avoid the pitfalls of current instant history? And then can't they relax and really enjoy the one thing they do have in common, the desire to produce a history?

I firmly believe that a frank dialogue of this sort at the outset, and the making of an agreement on the basis of it, could contribute enormously to a real improvement in the climate of company-scholar relations. After all, the people involved on both sides are usually men of intelligence and goodwill who will readily recognize and respect different viewpoints *if they are laid on the line in advance*. If we can simply dispel the emotional awkwardness that so often clouds the initial confrontation of the highly professional scholar on the one hand and the highly successful businessman on the other, I think we can convert suspicion into mutual respect and establish invaluable insurance against subsequent disappointments. At least, I submit, that line of procedure is well worth the good old college try.