



CENTER FOR SCIENTIFIC CREATION

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August 11, 1994

Dear Peter,

Steve Austin and I have exchanged the letters in Attachment C. We also had a short phone conversation on August 4th. It appears it is time for you to look at our respective proposals for endnote 40 and decide how the errata sheet and future printings of Steve's book will read.

Attachment A is my latest proposal for endnote 40; Attachment B is Steve's. In my letter to Steve, dated 5 July, I explained in detail the errors in endnote 40 and why they should be corrected. Steve's response is in his letter dated 25 July. He took no specific exception to anything in my letter, but was very concerned that my proposal was too long to fit in the space presently occupied by endnote 40. Although our agreements, written and oral, did not mention this constraint, I have considerably reduced my proposal of 5 July so it will fit with minor typesetting adjustments. If endnote 62 were removed, it will fit with room left over.

Another disagreement Steve had was my proposing the deletion of endnote 62, which gives Steve's arguments for changing the name Grand Lake to Canyonlands Lake. On page 5 of the 5 July letter, I described the problems endnote was causing and will cause. Since our written agreement did not mention endnote 62 or its potential for conflict and confusion, I will not contest endnote 62. However, to lessen the confusion, I will need to discuss it in 30,000 to 60,000 copies of a book I will publish within six months. This factual discussion will not violate our written agreement. It may invite questions that Steve would prefer to avoid. I believe Attachment D will remind you that I talked at length to at least the mediators about "Canyonlands" needing an errata sheet.

Attachment D may help us recall how that and one other subject developed at our mediation. The day after our mediation, I began writing down in as much detail as possible my recollection of what everyone said. The more I recalled and placed in sequence the more I could recall. After several days of this, I was surprised at how much was captured. That lengthy memorandum is how I coherently and accurately informed my three board members of what happened. Attachment D is an extract of several paragraphs from that personal memo that relate to our present work. One of many reasons I went to the trouble of writing this memo was for it, or any part of it, to be a starting point so others at the mediation could correct my recall of what was said. Your comments and corrections to Attachment D are welcome.

It is a shame I had to spend time making this personal record. The mediation should have been taped—by CCR if no one else. Memories leak rapidly. Following paragraph 33 of the *Rules of Procedure for Christian Conciliation*, I wrote Kathryn about this need on 25 April but never got a response. It was only 24 hours before the mediation that I learned that Steve and Henry had

signed the mediation agreement. (Actually they signed it days earlier.) In the rush to purchase a plane ticket, purchase a voice-activated tape recorder, and cram three days worth of preparation into the 24 hours available, I neglected to raise the question again. As I wrote Kathryn, "Simply knowing that a record exists of the arbitration will minimize future misunderstandings."

New subject. Kathryn called on 8 August and complained that I had not drafted a copy of the letter that will be sent to 50 people. I told her that it was to follow Peter's approval of an errata sheet. She said no; it was to be simultaneous with the approval of the errata sheet or even sooner, and I should do it immediately. She said that if this had been done, it might have prevented the spreading stories that I described in my 1 August letter. (It could not have, since you, Peter, were unavailable for the month of July to approve it. Steve also said he would have serious time constraints for weeks after our mediation.) I told Kathryn our written agreement (Attachment F) did not specify that the letter was to be done simultaneously with the errata sheet; in fact, the 1-2 order of those two tasks in the agreement implied the sequence. She responded that the written agreement she drafted did not say it should not be simultaneous. Kathryn argued that it made the most sense for the letter to precede the errata sheet. She then told me what "the innocuous letter" (her words) should say: that Steve and I met in good faith to discuss our professional concerns, we're working together for an amicable settlement, we have a tentative agreement on how to eliminate the most difficult areas,

Based on what the key 50 people probably already know, this will sound like drivel and will fuel the rumor mill. These are astute people who can read between the lines: editors, society and organization presidents, authors, researchers on the Grand Canyon, a film producer, etc. What they want and need to know are not platitudes, but accurate information: how this squabble was resolved, and the origin of the Grand Canyon explanation. That means the errata sheet should be approved first. Let's not paper over the issues with nice sounding words. When you read Attachment D, you will recall the "process" I laid out at the mediation when you asked me for a proposal. I believe you will also recall I used the word "process," talked about the three steps of the process, and basing the letter on the results of the approved errata sheet.

Kathryn then emphasized the wording in paragraph 2 of our agreement, "A letter will be drafted *regarding the concerns discussed in mediation.*" The errata sheet, in her opinion, is not one of "the concerns discussed in mediation." I disagree; it's the heart of it. Unless the errata sheet is approved before the letter is drafted, how will these 50 key people ever learn the final story on our controversy or how the breached dam theory came about? If an innocuous letter went out before the errata sheet was approved, it would stimulate even more questions every month that I could not answer right away. And after the errata sheet came out, I would either have to contact Steve and ask his permission to answer, or I would have to tell them to buy Steve's book and hopefully find an errata sheet inside.

Kathryn's interruptions during her recent phone call prevented me from explaining some of this logic. Although I did not mention it at the mediation, having the letter come after the errata sheet is approved is an excellent incentive for both Steve and me to adhere to our agreements—oral and written. Nevertheless, Peter, you are the person who must rule on the timing of this letter, and I will do whatever you decide.

Right now I am taking a beating in the rumor mill, and my silence is making it worse. Last Saturday I received a letter from a French speaking friend in Quebec expressing surprise at what he is hearing about me. Of course, my response will not mention the controversy. For examples of the rumor mill, see my letter of 1 August. I sincerely regret one of my three board members talking "out of turn." I let him know my displeasure, and he regrets his involvement. His excuse was that he was angry hearing Russell Humphreys say that Humphreys thought I

had taken material from Austin. Humphreys, who is very outspoken and frequently invective, is one of the 50 who needs to get a detailed letter with the enclosed errata sheet. If he does not, my problems have just begun, and this would be a good case study for your courses, Peter, on how not to resolve a scientific dispute.

I will honor our written agreement, but I am disappointed in what was written and signed in haste. Kathryn insisted at the very end of the mediation that the written agreement was final, and she would entertain no arguments about it. When I mentioned to Kathryn one problem with the agreement, she said we could have another mediation. I respectfully submit that the signers certainly can amend their agreement by mail, if we all agree. Some provisions are so awkward or wrong that we can probably agree on changes. The handwritten changes on Attachment F are a first cut at this. For example:

1. In 2d, if we cannot agree on the wording of the 50-person letter, it makes no sense for you, Peter, to sign it, and ICR to mail it. What I recall you saying at the mediation, with firmness in your voice, was that you would sign and mail it in that circumstance.
2. Our acknowledged oral agreements at the mediation should carry the same force as the written ones. For example, in contrast to 4, we said that board members and those in our organizations could be told what happened. This was something Henry wanted, so he could tell the 50 people at ICR. Both Henry and I also have a responsibility to keep our board members apprised of everything of importance.
3. Paragraph 5 is unrealistic and awkward. Visualize Steve or me after a presentation with 50 people crowding around, and one person asks, Who came up with the explanation for the Grand Canyon? Will Steve or I have to go to the nearest phone to call the other, or will we have to get the questioner's name and address and write him after we called or wrote for permission? Or, visualize a similar question being asked on a radio talk show. The listeners would wonder why Steve or I was not forthcoming. Did we have something to hide? A factual and complete errata sheet, easily available, keeps everyone "singing on the same sheet of music." Both of us should be able to disseminate quickly and efficiently the truth of the matter. I recommend paragraph 5 read, "The errata sheet (but not the letter) may be given or described to anyone who *requests* it. Except for the errata sheet in Dr. Austin's book, it will not be given to anyone who does not request it."

In summary, Peter, please decide on the errata sheet and the timing of the letter to 50 people. Also, please consider the three amendments immediately above. Thank you for serving as our mediator, and for your careful preparation for our mediation.

Sincerely,



Walter T. Brown, Jr.

cc: Steven A. Austin
Kathryn Blankenship

Attachments:

- A. Brown's proposal for endnote 40
- B. Austin's proposal for endnote 40
- C. Correspondence between Brown and Austin, 5 July 1994 - 5 August 1994
- D. Some paragraphs from Brown's personal memo of the mediation
- E. The current version of endnotes 40 and 62.
- F. The written agreement and some proposed changes.

Brown's Proposal:

ERRATA SHEET

for

Grand Canyon: Monument to Catastrophe

Editor: Steven A. Austin

Replace endnote 40, page 109 with the following:

The concept that some ancient lake breached somewhere and dumped enough water to carve the Grand Canyon has an interesting history. In 1861, [John Strong] Newberry proposed that smaller canyons below the Grand Canyon formed by dam breaching. Newberry was the geologist on the Ives expedition of 1857-58, sponsored by the U.S. War Department to study the lower Colorado River. ("Geological Report," in J. C. Ives, Report Upon the Colorado River of the West [U.S. 36th Cong., 1st session, House Executive Doc. 90, pt. 3, 1861], 154 p.)

In 1936, Howel Williams provided evidence of a former large lake east of the Grand Canyon, in what is now the valley of the Little Colorado River. He called it "Hopi Lake." ("Pliocene Volcanoes of the Navajo-Hopi Country," *Geological Society of America Bulletin* 47 [1936]: 111-172).

During the early 1980s, Stephen A. Austin wondered whether Hopi Lake could have breached the Kaibab Plateau and formed the Grand Canyon. He favored this because of some similarities the Grand Canyon had with the smaller eroded region that resulted from a dam breaching at Mount St. Helens in 1982.

In 1986, Bernard E. Northrup proposed in two paragraphs that a large ice age lake somewhere behind the Colorado Plateau played an important role in the formation of the Grand Canyon. ("There Really Was an Ice Age," *Proceedings of the Second International Conference of Creationism*, Vol. 1 [Pittsburgh, Pennsylvania: Creation Science Fellowship, Inc., 1986]), 93-100.) Northrup wrote that this lake, which he called Lake Kapaiowitz, was east of the Grand Canyon at 9000-foot elevation. The specific location of the lake or breach was unstated.

Edmond W. Holroyd, III, recognized that a lake bigger than one of the Great Lakes could be contained upstream of Grand Canyon if the Canyon was blocked approximately at the 5600-foot elevation at the Grand Canyon Visitor's Center. ("Missing Talus," *Creation Research Society Quarterly* 24 [1987]: 15,16).

In 1989, Walter T. Brown, Jr. in proposing the Hydroplate Theory, also proposed mechanisms on how several related events led to the formation of the Grand Canyon: the global flood, the formation of buckled mountains, plateaus, and the removal of the flood waters. (*In the Beginning* [Phoenix, Arizona, Center for Scientific Creation, fifth edition, 1989], 58-83). The rapid drainage of the flood waters from the continents left all continental basins filled with water—forming many post-flood lakes, some at high elevation. Brown discovered where a very large lake, at an elevation of 5700 feet, once occupied much of southeastern Utah and parts of Colorado, Arizona, and New Mexico. Brown named it Grand Lake. It, together with Hopi Lake and others at higher elevations, breached in sequence like "falling dominoes," forming many canyons, including the Grand Canyon. Brown claims the breach of Grand Lake occurred between what is now Vermilion Cliffs and Echo Cliffs, carving out the large funnel shaped flume separating those two cliffs.

In 1990, Austin proposed that the Grand Canyon formed when Hopi Lake breached through the Kaibab Plateau. (*Grand Canyon Field Study Tour Guidebook*, April 28-May 6, 1990 [Santee, California, Institute for Creation Research, 1990], 75-78). From 1990-1993, Austin acknowledged the former existence of Grand Lake, but in 1994 suggested that it was 100 feet higher and should be renamed Canyonlands Lake.

In 1990, Northrup clarified his thoughts written four years earlier. While he once felt the breach occurred at the Kaibab Plateau, he now agreed "that Walter Brown is correct in proposing that the Vermilion Cliff/Echo Cliff uplift was the barrier behind which the ice waters impounded." ("Discussion," *Proceedings of the Second International Conference of Creationism*, 2 [1990]: 125-126.)

In 1993, Michael J. Oard raised five objections to Austin's proposal. ("Comments on the Breached Dam Theory for the Formation of the Grand Canyon," *Creation Research Society Quarterly* 30 [1993]: 39-46). Oard, at that time, was unaware of Brown's "Grand Lake Explanation," which answered the five objections.

Would be dropped if Austin did change "Canyonlands" back to "Grand"

Attachment A

Austin's Proposal:

ERRATA SHEET
for
Grand Canyon: Monument to Catastrophe
Editor: Steven A. Austin

In endnote 40, page 109, replace the words:

Later, after reading Austin's 1988 field guidebook, Walter T. Brown, Jr., offered specific details to the theory

with the words:

A theory concerning the breaching event, including names and locations of lakes, was offered by Walter T. Brown, Jr.

SOME PARAGRAPHS FROM BROWN'S PERSONAL MEMO OF THE MEDIATION

[Some words in this memorandum were not spoken or read during the mediation, but are included for clarity or amplification. When those words are not obvious from the context, they are placed in brackets.]

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Opening Issues

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Peter asked all the mediators to meet privately outside. As they left, I asked Kathryn if audio taping was permitted. She pointed to the tape recording of the 18 September 1988 radio broadcast I had mailed her, thinking I was asking about it. [Apparently, she had not reproduced and distributed it.] When she realized I was asking about taping the mediation, she said, "No, it is confidential."

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Private with Brown

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Judge Crickard asked what I thought should happen. I said that one obvious thing no one should dispute concerned the name Grand Lake. I gave it that name in the summer of 1989. Austin used it from 1990 until his new book came out six weeks ago. In that book, he now called it Canyonlands Lake. That will confuse people. We are talking about the same ancient lake, but now there are two names. [Austin says there are subtle differences in their boundaries—very subtle, indeed.] I explained that in science once it is realized that two different names describe the same theory, phenomena, or entity, the first name takes precedence. I gave as an example the names Apatasaurus and Brontosaurus, each thought to describe a different dinosaur. The Brontosaurus is the dinosaur shown on the gasoline sign. When it was realized after a century that the wrong head had been placed on the Apatasaurus and it was really a Brontosaurus, the rules of precedence dictated that the name associated with the earlier find should be used for both. Therefore, Austin and Morris should put out an errata sheet making that amendment to Austin's new book. I said that endnote 40 had about five other errors of fact bearing on our dispute. They should also be corrected in an errata sheet. Crickard asked if that would resolve the dispute. I said it would resolve about 70% of it. The rest involved false and damaging statements from Austin that I had plagiarized from him. [We never had time to discuss those at the mediation.]

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Greg said that Austin may have come up with the name Grand Lake independently of me. I replied that when Austin first used the name in 1990 I considered that unlikely possibility. Greg thought it was a very natural name, and Austin might have come up with it himself. I told them that the matter was resolved when Austin told me he had gotten the name from me. [See Austin-to-Brown letter, dated 21 June 1993, first paragraph, second page.] At another point, Greg said Austin's ideas may have preceded mine, but he hadn't written them down. I told Greg that in the business Austin and I are in, our oral presentations are almost always taped. I have hundreds of such tapes, as I'm sure Austin does. Therefore if he only talked about it, he should have some taped record of it. I have frequently asked him for such a record, but have received nothing. [The Grand Canyon comes up often in the speaking that Austin and I do.]

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Private with Morris and Austin.

For the next 45 minutes the mediators talked privately with Morris and Austin, while I collected my thoughts in the lobby. It suddenly hit me that I had never heard of a scientific dispute involving priority ever being decided in court. The Newton-Leibnitz controversy over calculus, the Darwin-Wallace controversy over organic evolution, and the Newton-Hook controversy over gravitation came to mind. The textbooks have discussed these unresolved controversies for centuries. It behooves

Attachment 17

us to resolve this less significant controversy while all the facts are in front of us.

We were dealing with alleged plagiarism, not copyright infringement. I had used the two terms almost interchangeably, but now realized there was a huge difference. Lawyers speak of copyright infringement; academicians and scientists speak of plagiarism. A student who is caught plagiarizing will often be kicked out of a course or a school. If a student took someone's unique idea and claimed it as his own, he would get little help from the law which says he did not commit copyright infringement. At West Point, a plagiarism charge is usually ruled on within hours, and someone convicted of it is removed from the dorms before sunrise. Our dispute concerns *scientific ethics*, not legalities. Pursuing plagiarism in science has been a hot issue in congress recently, especially in Congressman Dingle's committee dealing with the NIH (National Institute of Health). I was invited back into the mediation room.

Proposing a Process

When I sat down, Peter asked if I had any proposals. I said I did, but first explained my thoughts while waiting in the lobby [the previous two paragraphs]. Then I said there is a process that if followed will resolve most of our dispute.

The first step in the process was for me to draft an errata sheet to be placed in all unsold copies of Austin's latest book on the Grand Canyon. Austin would probably disagree with some of what I wrote, but he could raise his objections to one of the mediators (such as Peter) who would make the final decision. [I used Peter as an example, because he was the only mediator who had done his homework.] Austin asked if we could make the change when the next edition came out, which he thought would be soon. I proposed that if less than a 1000 copies of the book remained, it could wait until the next edition. All future editions would carry the same information. In this way, we would not have to contradict each other in our respective books. Within a year, I will print a new edition. Everyone seemed agreeable.



I proposed that we should only communicate with Peter in writing, and always send a courtesy copy to the other person. That seemed agreeable. Morris said he would not need to be in the process; it was between Steve and Walt. With more discussion, we likened the process to having Steve as the author, I was a peer reviewer, and Peter was the editor. Peter wanted Austin and me to interact with each other until no more could be accomplished. Then he would make the decision.

As the next step, I then said that many had already gotten the book, or prior *Guidebooks*, that did not have the errors corrected. To solve that problem, there should be a note, derived from the errata sheet, placed in *Acts & Facts*. Morris quickly responded; "absolutely not." [*Acts & Facts*, which has a monthly mailing of 100,000 - 200,000, generates most of ICR's donations. Since progress was being made, I thought it best to avoid that battle and move on to the last step of the process.]

As the final step, I would draft a letter, based on the approved errata sheet. It would be sent to a small number of people who I knew had a special interest in this controversy. Austin and I would interact as we did with the errata sheet; Peter would make the final decision. Up to fifty people would be sent copies, and I would pay the postage. Peter suggested that both Austin and I sign the letter. If either refused, Peter would sign and mail it. Kathryn began to draft up an agreement that Austin, Morris, and I would sign before the mediation ended. This we did in a rush at the end of the mediation, once the wording was agreeable to all. Morris was reluctant to sign it. Kathryn insisted that he do so, and he did. She said that she would type it up the following day just as it was then written. No changes would be made.





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MEDIATION AGREEMENT

1. The parties agree to develop a rewording for footnote #40 on page 109 of Grand Canyon Monument to Catastrophe.
 - a. Dr. Brown will suggest a rewording of the footnote.
 - b. Dr. Austin will respond to the suggested rewording.
 - c. Peter Robinson will draft the final language based on the input from Dr. Brown and Dr. Austin.
 - d. An errata sheet will be inserted in each book if there are 1000 or more copies left to be distributed of the current printing.
 - e. The changes will be incorporated in future printings.
2. A letter will be drafted regarding the concerns discussed in mediation. This letter will be circulated to a list of approximately 50 people proposed by Dr. Brown.
 - a. Dr. Brown will draft the letter.
 - b. Dr. Austin will respond.
 - c. A joint letter will be signed by both Dr. Brown and Dr. Austin and will be written without letterhead, and mailed by Dr. Brown.
 - d. If agreement about the wording of the letter cannot be reached, then Peter Robinson will draft a letter based on the input from Dr. Brown and Dr. Austin. Peter will sign this letter and ICR will mail the letter.
3. The parties agree they would like to build a mechanism for future collaboration. Details of this collaboration will be developed in the future.
4. Communication regarding disputes between the parties will not be circulated to anyone.
5. To answer inquiries about the origination of the "Breached Dam Theory," for the erosion of the Grand Canyon, the party receiving the inquiry will ask the other side for permission to mail the errata sheet or the letter (See Number 2 of this agreement) to the person making the inquiry.
6. All Participants to this mediation agree that plagiarism within the scientific community is a serious concern and that neither organization condones plagiarism.
7. All parties agree not to make comments that will attack the others integrity.
8. The parties agree to communicate with each other about scientific disagreements in their theories if they have communicated this disagreement to other Creationists.

page two of the Brown/
Austin, Morris agreement

9. This mediation agreement will be shared within each organization on an "as needed" basis.

Signed this June 21, 1994

Walter T. Brown

Henry M. Morris

Steven A. Austin