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Mann, Erika

o.O., 1961-06-13

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June 13, 1961

Mr. Paul J. Sherman
MCA Artists, Ltd. Agency
598 Madison Avenue
New York 22, N. Y.

Dear Mr. Sherman, -

enclosed find copy of our nightletter to Tony Perkins.

Thanks for your kind, though distressing letter. Of course, you realise full well that my letter of September 3, 1960 was written at a time when we were still made to think that "Omnia" film (the distributors) and not Filmaufbau (the producers) were handling the possible prolongations of any and all licences for the showing of the German "Krull"-motion picture subsequent to June 30, 1965. Once Omnia had definitely established the fact that it was Filmaufbau and not themselves who had to decide these matters, I took the question up with Herr Abich who firmly declared that he could not under any circumstances forfeit his firm's right to show the "Krull"-film as long as our contract provided. Consequently, the final version of The German Motion Picture Agreement was phrased as it was while my letter of September 3, 1960 had long since lost any legal standing.

After receipt of your letter of June 9 I immediately called Herr Abich in Munich only to learn again that it was legally impossible for him to give away any rights which he failed to possess personally but which belonged to "Filmaufbau GmbH Göttingen". Owing to Filmaufbau's continued interest in all matters connected with Thomas Mann's work as well as my own cooperation, Herr Abich declared himself ready to try and get the okay of his partners. I do hope that he will succeed.

However, no hope, well-founded as it may be, ever amounts to anything remotely resembling certainty, and so, with a heavy heart, I took it upon myself to send the required cable. Naturally I did so only after having discussed the matter with my mother. There was no sense in discussing it with Dr. Kaestlin, as this was not a legal affair but a risky decision which we had either to take or to leave.

Well, - take it we did. And it is not too much to say that our decision was determined to a ciseable degree by our feeling of moral obligation to MCA. As one never knows just when the psychological moment for any given person to sign any given contract may have passed, we didn't want to risk Perkins to do what Bloomgarden did, and though we ~~was overworked and tired~~ tired out ~~and~~ by Bloomgarden's steadily increasing requests and demands, we realised that MCA, too, must have had a very great deal of trouble. In sending the cable to Perkins we mainly meant to express our appreciation for all that MCA had done. Should it, however, occur to Mr. Perkins or his lawyers

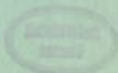
had been thoroughly

to raise anyone additional question or to make anyone additional objection, we should most definitely throw the whole thing out of the window, without being sure whether by doing so we might not even have achieved a good riddance.

Please give my very kindest regards to Kay Brown.

I am as ever

yours cordially,



Copy of nightletter sent June 12, 1961 to

Anthony Perkins c/o Greenbaum, Wolff & Ernst
285 Madison Avenue
Newyorkcity

Reference made to Felix Krull 'Basic Agreement' and Amendment.
As inducement to your executing these agreements, Estate
Thomas Mann warrants and represents that Krull German motion
picture shall not be shown anywhere in world in any and all
media subsequent to June 30, 1965. Estate will take all steps
necessary to effect warranty at own cost.

Foregoing is made with full knowledge of your reliance thereon.

Katharina Mann, Executrix of the
Estate of Thomas Mann

Erika Mann