

Verbundkatalog Kalliope

Mann, Erika

o.O., 1961-05-04

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May 4, 1961

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

Re: FELIX KRULL

Dear Mr. Sherman, -

thanks for your letter of April 27th with its various
enclosures .

I am very glad about the Perkin's settlement and shall,
of course, do everything in my power to get it completely
ready as soon as possible.

Fortunately, the somewhat astonishing performance by
Kermit Bloomgarden's attorneys who "mislaid" the German Motion
Picture Agreement signed by Herr Abich has been counteracted
in advance by myself. I was still holding two additional signed
copies of said agreement and am hence able to meet your re-
quest.

As for the signatures you require, I made it quite clear
that while I am authorized to deal, my mother, Mrs. Katharina
Mann, is the sole legalized executrix of the Estate. I sent
you each and every legal document confirming this, and you
kindly returned the photostats in question. Let me hope that
your memory will serve you well enough to assure Mr. Perkins'
attorneys of the truthfulness of all this!

With your permission, I have altered the original contracts
merely with regard to the erroneous reference to "a short story"
entitled 'Felix Krull'. Now, I am sending the whole bunch ^{of them}
to my mother who is at present vacationing in Italy but who is
certain to send them right on. As it seems remotely possible
that you or Mr. Perkins' lawyers might want my signature in
addition, I am also signing everything there is.

Concerning my alterations re. the title of the work, I've
made them only wherever the actual transfer of rights is meant.
Where, on the other hand the title is ^{merely} ~~only~~ a question of bil-
ling I left the original document untouched, as the title of
the book in its entirety might prove to be too long for that
purpose.

For the rest, there had been two features of the agreements which MCA had settled in our favour with Mr. Bloomgarden:

a) Originally, the Basic Agreement provided that "Unless the Producer receives leadsheets of the music and lyrics for six (6) musical compositions for the Play within eighteen (18) months from the date hereof, this Agreement shall terminate subject to the provisions of Paragraph 10.3 hereof." It was understood that the time period of 18 months should be shortened to one of 4 months, as has been actually done in the novel version of the Agreement. (Page 5, par. 5)

b) The second alteration, however, agreed upon by Mr. Bloomgarden has not been made. It concerned Billing and figures on page 13, par. 16. According to the new arrangement between MCA and Kermit Bloomgarden, "The credit given to the author of the work (i.e. The Owner) shall appear in size type equal to the size type used for the credit given to the Bookwriter, Composer or Lyricist...." The novel Agreement fails to live up to this novel arrangement. Once more it refers to a "credit... in size type at least one quarter of the maximum size type used for the credit given to the Bookwriter, Composer or Lyricist...".

Not, as if we really minded. It is simply that we are making a concession and that we want Mr. Perkins' attorneys to know that we are doing just that.

With kindest regards,

dear Mr. Sherman,

as ever

sincerely, yours

Enclosures

