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Mann, Erika

o.O., 1961-02-16

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February 16, 1961

Paul Sherman, Esq.
MCA Artists, Ltd.
598 Madison Avenue
New York 22, N.Y.

Re : "Felix Krull"

Dear Mr. Sherman:

Late, though it is, may I not thank you very cordially for your kind note of January 26 as well as for sending me the copy of the "Minimum Basic Production Contract of the Dramatists Guild".

As you have probably guessed, it took some considerable time to collect all the material you asked for in our telephone conversation. Finally, my ships have come in and I am glad to furnish you today with:

1. Photostatic copy of my father's last will and testament plus two legalized documents designating my mother as executrix of said will and administratrix of the Estate.
2. The data under which the German copyright of "BEKENNTNISSE DES HOCHSTAPLERS FELIX KRULL" have been registered.
3. Letter from Alfred A. Knopf to me saying that he has given you the necessary information concerning the American copyright registration for "Krull".
4. The Agreement to be entered into as of the 15th day of November 1960 between KERMIT BLOOMGARDEN PRODUCTIONS, INC., New York, and FILMAUFBAU GMBH, GOETTINGEN.

While, as you will notice, said agreement has already been signed by Herr Hans Abich, President of FILMAUFBAU, it could not but slightly differ from the agreement prepared in New York:

I. Regarding point 1, para. c : This clause has finally been settled between "the Producer" and "the Owner", and under no circumstances will FILMAUFBAU GMBH be held responsible - financially or otherwise - for any claims arising out of an Agreement which they signed upon the "Owner's" urgent request and owing to certain special arrangements made by the latter in order properly to compensate "the Licensor" for the rights he is signing away. Needless to stress, the amount of \$ 1 500 would by itself never have sufficed to secure "the Licensor's" signature.

II. According to a letter addressed to myself, dated August 18, 1960, signed by Herr Abich and promptly forwarded to MCA, "all rights concerning 'CONFESSIONS OF FELIX KRULL, CONFIDENCE MAN' acquired by FILMAUFBAU will revert automatically to the Estate on April 30, 1967", after which date FILMAUFBAU "is not entitled ... to show their film anywhere, in any way, form or version, wholly or in parts".

This means, of course, that FILMAUFBAU are entitled to show their film until April 30, 1967, - a fact not clearly covered by the German Motion Picture Agreement. The clause inserted into the newly drafted agreement at the end of para. 2 will serve to protect FILMAUFBAU against any infringement upon their rights.

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re: II
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Concerning para. 2 (page 1) of the AGREEMENT to be entered into by and among KERMIT BLOOMGARDEN PRODUCTIONS, INC. and the ESTATE of Thomas Mann, let me explain once again and for all that there is only one work by Thomas Mann to be dealt with and that the title of said work is "CONFESSIONS OF FELIX KRULL, CONFIDENCE MAN". There is not and there has never been a "short story" entitled "FELIX KRULL" as stipulated in the contract. The error arose from the fact that Alfred A. Knopf, New York, included in a volume, "STORIES OF THREE DECADES" by Thomas Mann, the opening chapters (chapters 1 to 8) of the novel which was then still a fragment, and that he called those chapters simply "FELIX KRULL". There is not one word contained in the fragment which does not consequently appear in the novel, so that there can be no mentioning of two works, - "a short story entitled 'FELIX KRULL' and a novel entitled 'CONFESSIONS OF FELIX KRULL'".

May I therefore suggest, that any reference to "a short story entitled 'FELIX KRULL'" now contained in the AGREEMENT should be eliminated.

There is one more thing I should like you to consider:

While point 4 of the AGREEMENT ("Applicability of Dramatists Guild Contract") provides that "... the Producer's right to produce the play ..., shall be governed by this Agreement and by the terms and conditions of the Dramatists Guild Contract", there is no special mentioning of the Guild Contract's ARTICLE IX, Section 41. As there have been all those negotiations regarding the "Owner's" liability in the case of any unwarranted claims, - pourparlers which have been finally settled through reference to Section 41, it would appear to be both fair and reasonable, if said section were alluded to, say at the end of 2.1 Let me hope that this small addition which conveys nothing new but which would serve further to clarify a matter which proved so difficult in the past will be possible.

And that, dear Mr. Sherman, I sincerely believe, is that. May the AGREEMENT now be capable of being presently signed by all concerned.

Kindest regards.

Sincerely,

Enclosures:

1. Letter from Alfred A. Knopf
2. Data concerning German copyrights
3. German Motion Picture Agreement, signed by Hans Abich, President of FILMAUFBAU GMBH, Göttingen
4. Legalized document according to which Mrs. Katharina Mann has been authorized by the heirs of Thomas Mann in each and every way to represent the Estate as its executrix and administratrix (photostatic copy).
5. Thomas Mann's last Will and Testament (photostatic copy).

PS. Would you kindly return the photostats as soon as they have served their purpose.



German Copyright Registration for Thomas Mann's novel

"DIE BEKENNTNISSE DES HOCHSTAPLERS FELIX KRULL":

The final registration covering the above named title was made with regard to Thomas Mann's Collected Works by S. Fischer, Publishers, on October 16, 1960. The registration reads Class A - B Nr. 17938.

Note: all former German registrations, covering various fragments, are superseded by this final one.

