

Verbundkatalog Kalliope

Mann, Erika

o.O., 1961-02-06

Nutzungsbedingungen

Bei zahlreichen Dokumenten auf monacensia-digital.de sind die Urheberrechte bereits abgelaufen. Sie sind gemeinfrei und dürfen ohne weitere Rücksprache mit der Monacensia weiterverwendet werden. Bei den Dokumenten, bei denen noch Urheberrechte bestehen, müssen für eine Weiterverwendung stets die Rechteinhaber*innen angefragt werden sowie eine Publikationsgenehmigung der Monacensia eingeholt werden. Das Zitatrecht bleibt hiervon unberührt.

Zur Erteilung einer Publikationserlaubnis wenden Sie sich bitte an:

Monacensia im Hildebrandhaus
Literaturarchiv
Adresse: Maria-Theresia-Straße 23, 81675 München
E-Mail: monacensia.literaturarchiv@muenchen.de

Terms of use

The copyrights for numerous documents on monacensia-digital.de have already expired. They are in the public domain and may be reused without further consultation with Monacensia. In the case of documents for which copyrights still exist, the copyright holders must always be contacted for further use and publication permission must be obtained from the Monacensia. The right to quote under copyright law remains unaffected by this. To obtain permission for publication, please contact:

Monacensia im Hildebrandhaus:
Literaturarchiv
Address: Maria-Theresia-Straße 23, 81675 München
E-Mail: monacensia.literaturarchiv@muenchen.de

February 6, 1961

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

Re: "Felix Krull"

Dear Mr. Sherman:

Many thanks for your kind note of January 26, as well as for the copy of the "Minimum Basic Production Contract of The Dramatists Guild".

Concerning 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 3) 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'".

In accordance with our telephone conversation and upon your request I also furnish you 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. Copy of a letter I wrote to Alfred A. Knopf asking him to obtain and directly to forward to MCA all necessary data concerning the "KRULL" Copyright registration in Washington.
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 the 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".

Motion Picture This means, of course, that FILMAUFBAU are entitled to show their film until April 30, 1967, - a fact not clearly covered by the German 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.

Let me hope, dear Mr. Sherman, that everything has now been taken care of so that the contracts may presently be signed by all concerned.

As ever,
yours very sincerely,

ERIKA MANN

