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Visual Library

October 5, 1961

Mr. Harold A. Fendler
333 South Beverly Drive
Beverly Hills, California

Dear Mr. Fendler:

Thanks for your letter of September 14, as well as for the enclosed agreement.

Regarding your questions:

1 We shall be glad to have your firm act as escrowee and shall accordingly instruct you as soon as the contracts are ready to be signed.

2 All necessary documentation - including English translations - concerning my mother's legal status as executrix of The Estate will be forthcoming at the same time.

3 There is no necessity for a court order approving the option agreement and the execution of the final documents.

4 "Death in Venice" was published in the U.S. by Alfred A. Knopf (501 Madison Avenue, New York 22) who also secured the American copyright. The publishers will readily furnish you with the required data.

5 "Death in Venice" was published in countless countries but no publisher anywhere could possibly prevent or impair the grant of rights referred to in the proposed agreement.

That much for your questions.

Now I'd like to ask some of my own: Having never dealt with an American motion picture firm, we've never signed away any rights "forever and all time". In Germany, for instance, the motion picture rights - even if and when "worldwide" - acquired by a producer usually revert to the "seller" 10 years after the opening of the film with 12 years being the limit. From Appendix A. I gather that the "forever" formula is customary in the U.S. and shall advise my mother to that effect.

Consequently, however, I deem it all the more important that we should be somehow protected against the possible sale of the rights to any other party,- a sale that might yield substantial profits to your clients without in any way augmenting our own earnings. Such a sale might take place at any time after the signing of the contracts; it might mean that not your clients but an entirely different group of people would produce the film - or, alternatively, that many years from now a re-make might be agreed upon between your clients and some other firm from which deal we would not benefit.

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So far, all our motion picture contracts contained a clause stating that the "purchaser" was not entitled wholly or in part to sell the rights except for the purpose of financing the production. Nor was any of our partners ever permitted to produce more than one motion picture which he must cease to show 10 (or, at the most, 12) years after the opening.

According to Appendix A., it would seem impossible for us to obtain any limitation in time. But surely, there ought to be a clause (Appendix B., perhaps), a), that any re-sale of the rights would at any time require our approval while, b), we'd participate in any gain resulting thereby.

Needless to say I can only give you a rough idea of what's on my mind but feel confident that you'll understand.

In view of the very moderate price agreed upon, these questions do matter. Hence I should be much obliged if you'd come forward with the respective answers which, I trust, will be found satisfactory.

Sincerely yours,

ERIKA MANN

Münchner Stadtbibliothek DFG

P.S.

While I ~~trust~~ expect the final contract to assure us of the closest possible adherence of the screenplay to the ~~X~~ original story the option agreement fails to give any such assurance. Moreover, it would ~~surely~~ most probably serve our mutual interests [your clients' and our own] if ~~there were some provision according to which~~ the writer or writers of the screenplay were currently to consult with me ~~before and during~~ ~~as to the best~~ regarding their work. This ~~isn't meant to imply~~ does not mean that I am trying to obtain any ~~sort~~ kind of veto right. I merely believe that having successfully written the screenversions of „R. H" „F. K" [~~though Mr. Thoeren's~~ though we gave the credit to the late Robert Thoeren, it was actually I who did the job] an „B" I might well be of service.

~~Perhaps~~ In order not to disturb the option contract as it now stands, your clients would perhaps agree simply to write me a letter ~~regarding~~ confirming both their intention truly to ~~base~~ ~~have~~ the screenplay ~~confor to th~~ on the story and to grant me some sort of advisory status.

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