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Mann, Erika

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March 24 1963

Miss Kay Brown
Ashley-Steiger Inc.
55 Madison Avenue
New York 22, N. Y.

Dear Kay, -

José Ferrer has been here and we discussed "Death in Venice" quite thoroughly. He is truly in love with the story, has done a great deal of work not only on a treatment but on the screenplay proper, and I believe him capable of doing a first rate job. He is not, incidentally, set on both directing and playing the lead. Only if he should fail to find a suitable star might he want to play "Aschenbach" himself.

Like myself he had been dealing with Mr. Robert Littman of the Hugh French Agency, 9405 Brighton Way, Beverly Hills, California. And like myself he has found Mr. Littman a most unsatisfactory partner. Concerning the Estate, we've had an option contract with Mr. Littman which he permitted to expire. But while it was still valid he failed months after months to keep us informed about what steps - if any - were being taken. For all we knew the project was dead, yet the existing contract kept ruining other chances for us. Moreover, Mr. Littman saw fit to incorporate in the contract a point regarding which there had been full agreement between him and the Estate but which I had while travelling abroad without either files or secretary had erroneously defined. The entire correspondence speaks of "an amount equivalent to a hundred percent of the net profits received by Purchasers as their producer's share of all profits, directly or indirectly derived from distribution of said motion picture in Germany, based upon said literary work." Yet, on account of that error in one of my letters, the contract provides for a mere fifty percent.

I am mentioning this only in order to show you that Mr. Littman would not appear to be a desirable person to deal with.

Nor does Mr. Ferrer feel any moral obligation towards Mr. Littman and the French Agency. However, as Mr. Littman kept cabling and writing in an effort to re-acquire that option, I once sent him a cable saying that I'd promised priority to some "third party" (after I'd lost Ely Landau) but that I "hoped" matters might work out in the end. Well, as it goes, they are not working out, and I should be much obliged, if you'd write to Mr. Littman, informing him that he is given both Mr. Ferrer and the Estate to much reason for the severest kind of disappointment and that consequently we both prefer to do the film independently.

More important: I've told Mr. Ferrer that we should not be ready to close a deal identical with or similar to, the one concluded with Mr. Littman in 1961. Since then "Death in Venice" has become an object a lot of people are keenly interested in, just as since then the value

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Kurt Blum

of all our properties has greatly increased. I also told him, though, that - considering the fact that he is not planning to get a major company interested - we should certainly not be greedy but that financial terms must not be permitted to make the thing impossible for him.

Enclosed ~~must~~ find our original contract with Littman (and a man called Wookey from whom I have never heard). The main alterations I have in mind are the following:

1. This time there mustn't be an option contract but a straight buy.

2. Instead of \$ 12 500 we should want \$ 38 000 . Regarding this amount you'd have to fix certain installments. As discussed with Mr. Ferrer he'd like to produce the film in 1964 but would oblige himself to produce it not later than in 1965. Somehow the amount of \$ 18 000 ought to be paid in its entirety until and when the film goes into production with a certain sizeable sum payable upon conclusion of the contract.

3. All profits from Germany should go to the Estate. For the rest, we'd want to participate in all profits anywhere to the extent of receiving 5½%.

4. While Mr. Littman had most solemnly assured me that it was absolutely impossible in the US to get any sort of "approval", I've since learnt that this is not so. Actually, it was David O. Selznick who told me that "approval" was not only attainable but that in a case such as "Death in Venice" I should under all circumstances insist on getting it. From what he has told me and from what I have read I am convinced that Ferrer intends to be true to the story. On the other hand, he is obviously inclined to be too loquacious, and I should wish to be enabled somewhat to curb him. Of course, Mr. Reiskind would have to be assured that our confidence in José Ferrer is practically unlimited but that, even so and as a matter of principle the "approval" clause has to get into the contract.

5. § 10 of our original option contract with Littman provides for my employment in an advisory status in connection with the preparation of the screenplay. I should like that particular point also to be included in the contract with Ferrer. In this context some kind of salary ought to be agreed upon. I should want very little and leave it to you to get the matter settled.

And, once again: I think Ferrer will do his utmost to be fair and should the terms outlined above prove to be too tough for him you are authorized to settle for a little less.

Ferrer has flown to London today, will be in New York before this letter reaches you and intends to fly straight on to California. I take it, though, that he'll instruct Mr. Reiskind before flying home.

Happy hunting!

Yours as ever cordially

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