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Mann, Erika

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February 19, 1963

Miss Kay Brown
Ashley-Steijer Inc.
555 Madison Avenue
New York 22, N. Y.

Dear Kay, -

thanks for your notes concerning Landau, as well as for your letter of February 14.

Concerning that communication, I should think that Lucy Kroll didn't get the right person at Knopf's. Helen Lowe-Porter was a very close personal friend of Alfred's who'd be certain to know what rights - if any - the late Lowe-Porter or her daughter is holding in the translation if and when same is being used for a dramatization of the novel. Personally and according to my experiences, I don't believe that the daughter would have anything to do with the play. Helen Lowe-Porter was payed a lump sum for her work and that was that. I do think, therefore, that the Vaughans should go ahead on the assumption that everything is alright. To make absolutely sure, however, I am writing to Knopf with even mail. In his contract with Lowe-Porter there has to be some mentioning of the translation's being put to use for purposes other than publication of the book. Should there be no such clause Lowe-Porter's daughter would have nothing to say, financially, regarding the dramatization.

As for the title of the play, the Vaughans are, of course, at liberty to choose or invent any title they see fit. What I was preferring to was merely Thomas Mann's credit on all posters, programs, ads etc. There the English title has to be used - or else nobody would know what book by T. M. the play was actually based on. "Based on THE HOLY SINNER" by Thomas Mann". Were the credit to refer to something like THE CHOSEN ONE, nothing but confusion could possibly result.

I am now returning the signed contracts with the understanding that the play is to remain as it was with Lowe-Porter's translation to be used.

I am sorry that Landau is out of town but somewhat doubtful whether he hasn't lost interest anyway. The third party whom I mentioned presents a complicated set up. So I'd better explain:

A block called Robert Littman (Hugh French Agency, 9405 Brighton Way, Beverly Hills) was granted an option on DEATH IN VENICE in September 1961. He permitted the option to lapse but has ever since been most anxious to re-acquire it. He'd been the first party in America ever to be seriously interested in the property which is why the option provided for a contract financially rather unsatis-

factory and not satisfactory in other respects as well. We were to have no "approval" whatsoever - either regarding the screen play or the director or the lead with the sole exception that Littman was obliged to employ a first rate, world renowned actor for the lead. He is kept cabling me for the past few months, saying that he had now succeeded in getting an excellent treatment, and when I replied that a mere treatment wasn't enough for The Estate, he cabled again informing me that José Ferrer was ready both to direct the proposed film and to play its "hero". Simultaneously and without mentioning Littman, Ferrer approached us - i. e. Knopf - through his agent, Mr. Riskind. Thus our problem is twofold:

1. By no means do we intend simply to renew the option but should want to obtain entirely different terms. 2. It seems questionable whether Littman ought to be in the thing at all. Without any doubt Ferrer would be able to get one of the big companies behind him without Littman as a dearly paid mediator. A third consideration should not be overlooked either: Ferrer, though an excellent actor were he belongs, isn't really the type for DEATH IN VENICE. In addition, it isn't - generally speaking - a good thing for a man to direct an ambitious film and to play the lead. In the case of Ferrer, I believe this to be proven. He made a smash hit in MOULIN ROUGE and was very successful in CYRANO both of which pictures he did not direct. On the other hand, THE GREAT MAN which he directed as well as acted in was very little heard of, and I doubt that it was a success. Question: Could Ferrer be made to play and not direct or to direct and not to play? At any rate, he would have to understand that any contract that might be drawn up would have to have very little similarity with the option contract as originally granted to Littman. The big studios - as far as I know - don't go in for percentages but prefer a straight buy. Landau, an independent producer, as you know, had offered to pay \$ 10'000 plus 10% of all grosses anywhere on earth. These are the same terms agreed upon between Landau and the O'Neill Estate, and they would have been acceptable to us. Should a straight sale be envisaged I don't think the price should be less than \$ 30 000 with \$ 25 000 as an absolute minimum. Besides we should have something to say about the screenplay. Actually, while I wouldn't have had any veto power, there was a clause in Littman's option contract guaranteeing that I should be employed "in an advisory capacity".

If and as soon as Landau is out, you might care to approach Riskind and to ascertain just how matters stand. I believe DEATH IN VENICE to be about our most interesting property, and we'd rather postpone selling than letting ourselves in for a possibly poor film.

Something else: A German actor friend of mine is very eager to make a film out of T. M.'s story "Tristan". Unfortunately TRISTAN has a sanitarium for a background and would thus clash with the planned film version of THE MAGIC MOUNTAIN. For this reason I told my friend that he couldn't get the film rights just now and, talking the thing over, we hit upon the idea of having a play instead. Now, there has been an American play - if I remember correctly, by a man called Berkowitch which was performed on Broadway in 1939 or 1940. The play was an utter failure but my parents who saw it thought it quite good. Hence I should very much like to obtain a copy of the play and to see what might be done. Could and would you get me that copy? Possibly, nothing would come of it but there is a distinct chance that something might. My friend, a very famous actor, in German speaking lands is always having a lot of offers and would therefore have to decide just as soon as possible. So time is of the essence.

Id 11 e3
Karl Dhomr

As soon as I have heard from Knopf regarding the translation
I shall right again.

Meanwhile I remain with warmest regards

XXIV/30

yours cordially,

