

Verbundkatalog Kalliope

Mann, Erika

o.O., 1961-05-04

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May 4, 1961

Miss Kay Brown
MCA Artists Ltd. Agency
598 Madison Avenue
New York 22, N.Y.

Dear Kay Brown, -

congratulations once again - loads of them - to you and myself on the Perkins-deal. Let's only hope the lawyers won't succeed in messing things up. I am just a little frightened because ~~now~~ Mr. Sherman requires all of a sudden my poor signature under both, The Basic Agreement, and the Amendatory Agreement, although I have not only informed him repeatedly that my mother is the sole legalized executrix of the Estate, while I am merely authorized to do all the dealing (what a splendid job it is, too!). Besides I've let it be known that I am until further notice residing under the above address which doesn't in any way prevent Mr. Sherman from going right ahead and addressing the most important communications to Kilchberg. Our house there happens to be closed for the time being so that I can merely pray the attorneys won't insist on having a second look at the legal documents authorizing my mother. I further pray that the part you'll be playing in the finalization of the new contracts will be as decisive as possible. I am resting convinced that Paul Sherman is an outstanding lawyer. But a bit of plain common sense in addition can't do any harm whatsoever, and that, (this has been my creed for decades) is exactly what the most outstanding lawyers are rather lacking in. They have to, I suppose. Or else, they wouldn't be that outstanding.

By now, everything has been settled, as far as we are concerned. I've sent all the papers to my mother who is presently vacationing in Italy, and she'll send them right on with her signatures attached. As for the "clause" which constituted Mr. Rubinstein's final demand, I wrote you on March 30 that I didn't "honestly think 'Filmaufbau' could have been made to sign it" and that it "gave me the creepy feeling that Mr. Bloomgarden was ~~now~~ set on blowing the whole to blazes." I still doubt that Filmaufbau will agree to sign. For, no matter how theoretical said "clause" may be meant to be, it literally means that the "Procuder not only acquires

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the right to utilize the German screen play but is also entitled - should he so desire - eventually to sell the entire German motion picture lock, stock, and barrel, conception, direction and all. I don't for a moment believe that anything of the kind would or could ever happen. This I explained at great length to Herr Abich who, however, happens to be a law student himself and is consequently somewhat touchy when it comes to signing things which don't practically mean what they say or practically fail to say what they mean. I keep sticking to prayers, as well as to your help. Most probably - never mind the extreme efficiency of prayers - it is your help that I am mainly counting on.

He thought of

Kindest wishes. My cure here isn't likely to end before the beginning of June. Nor is it likely to make me a great deal healthier until the after-effects which I have some experience of - will set in. Well, it's all within a life's work.

Yours as ever

cordially,

