

Verbundkatalog Kalliope

Mann, Erika

o.O., 1960-09-23

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

Dr. H. Kaestlin
Bahnhofstrasse 3
Zürich

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

"CONFESSIONS OF FELIX KRULL"

Dear Miss Brown, -

I have now studied the draft of the proposed agreement regarding "FELIX KRULL" with great care and in great detail. Generally speaking, the draft is undubitably a very well considered and thoroughly thought out document.

There are only two points which, I think, call for further clarification:

1. In contrast to the decisions we reached in New York, no terms are specified concerning the possible sale of Mr. Bloomgarden's musical to the films and concerning my clients' participation in any such sale. As you will surely remember, the following terms had been agreed upon:

The Estate of Thomas Mann was to receive 20% of all takes, with a minimum sum of \$ 50 000 guaranteed.

In addition, various possibilities, such as options etc. were discussed and agree upon.

You will find it understandable that my clients could not possibly enter into an agreement which includes the possible sale of the musical to the films, without being certain of their rights in case the musical were actually sold.

2. Under paragraph 2, 1, the Estate is called upon to warrant that "there has never been any claim... involving the title, ownership or copyright in the Work or the rights granted hereunder."

Ridiculously, though, there has been one such claim. A man, calling himself John Kafka and residing in Hollywood, did claim that a short story he published in 1930 in a German illustrated review had been illegally used by Thomas Mann. Not being a novelist, Herr Kafka -

or so he says - failed to sue Thomas Mann when the novel was published. As soon, however, as the film was about to open, Herr Kafka did sue the producers. His short story embraced about ten or twelve typewritten pages, and two German courts refuted his claim that it had anything to do with Thomas Mann's novel or with the film based on the latter.

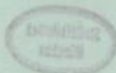
I enclose not only the two relevant verdicts, but also a raw translation of the final court's summing up. I also give it as my considered opinion that Herr Kafka couldn't possibly stand the slightest chance if he should be fool enough to try and reopen a thing which does not deserve to be called a "case".

Let me hope, dear Miss Kay, that we may now be able to come to definite terms.

Miss Erika Mann tells me that she is busy trying to get the German producers to name a moderate fee which they should get now regardless whether or not the German screen play were being used eventually. Everybody in Munich appears to be ill with angina. After Herr Hellmann, now Herr Abich (president of Filmaufbau) fell victim to the disease. Even so, I feel confident that Miss Mann will very soon succeed in obtaining his terms.

As ever with kindest regards,
yours very sincerely

PS. In order, perhaps, to amuse you, as well as Messrs. Rubinstein, Bloomgarden and Perkins, I enclose a photostatic copy of Herr Kafka's deceased short story. No doubt, you'll find the author's claim as ludicrous as did the two German courts.



"CONFESSIONS OF FELIX KRULL"

him

a film based on the
"Krull" - musical

As for the music, Herr Abich would also want at least \$ 1500 but is not as yet in the position to say whether those rights may be transferred at all. Unfortunately, not only the composer's own rights but also the rules of the GEMA organisation enter the picture at this juncture, and while Herr Abich promises to investigate immediately, he dare not now touch the music lest the composer or GEMA holding responsible.

Personally, I should suggest that Mr. Rubinstein desist from his (or Mr. Bloomgarden's) desire to obtain the right to use the music. I doubt very much that any prospective producer of ~~the film which is to be created by~~ Mr. Bloomgarden should ever dream of using the German screen play. But even if he should, he would certainly be glad to dispense with the music which really doesn't contain anything particularly original and which is not, generally speaking, up to American standards. So why complicate matters now on account of a subject so remote and so unimportant.

Nevertheless I shall let you hear from me as soon as Herr Abich's investigations regarding the music have resulted in anything conclusive.

Dr. Kaestlin has sent me his letter to you, as well as his raw translation of the second - and last - German court's summing up. Let me hope that he succeeded in clarifying matters.

As ever, with kindest regards,
yours very sincerely,