

Verbundkatalog Kalliope

Mann, Erika

o.O., 1960-08-13

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August 13, 1960

Registered

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

"Confessions of Felix Krull"

Dear Miss Brown:

In the prolonged absence of Dr. Kaestlin who is producing a film way up in the mountains and proves to be all but inaccessible just at present, I thought I'd better get in touch with you directly so as to save valuable time.

Referring to Mr. Rubinstein's letter to you dated July 25 foto of which Dr. Kaestlin's office provided me with, we've now succeeded in clarifying all points in question - all but one. And even that one remaining problem which I shall go into at the end of this letter will be solved within a fortnight or so.

1.) Enclosed, please, find copy of our final agreement with the German producers, FILMAUFBAU, as well as *verbatima literal* translation of said agreement. You will notice that this agreement settles once and for all the question of any possible remake and limits FILMAUFBAU'S rights to the exploitation of the one existing film - with subtitles or in synchronized versions.

2.) Although Mr. Rubinstein is quite right in deeming the language of our contract with FILMAUFBAU somewhat ambiguous in parts, there is not the slightest doubt that all rights concerning "Felix Krull" are to revert to us on April 30th, 1967. I've always been certain of this but, in the face of Mr. Rubinstein's doubts, made doubly sure a few days ago by discussing the thing with Herr Abich (chief of FILMAUFBAU) who readily and solemnly confirmed that, a), his firm had acquired the rights for ten years only while, b), they had never dreamed of producing another version of any kind. Which is why we previously failed to refer to that particular clause in the contract, knowing full well that it was a mere routine clause, and why - among other reasons - now that we had to call FILMAUFBAU'S attention to it, we were let off so lightly.

3.) Herr Abich also confirmed that the exploitation of the existing film will have to cease at the latest on April 30th, 1967.

Should you require a written statement regarding my points 2 and 3 from FILMAUFBAU, I shall be glad to have Herr Abich sign a letter to the desired effect.

4.) We now arrive at the one point complete clarification of which had not as yet been obtained. For while the list submitted to you by Dr. Kaestlin appeared to limit the possible exploitation abroad of "Felix Krull" to the period ending with June 30th 1965, our contract with FILMAUFBAU did fail to recognise that limitation. Nor, despite all efforts, had either Dr. Kaestlin or myself thus far succeeded in making absolutely sure. Finally - today - I decided to approach Omnia Film (the distributors of Felix Krull abroad) directly, a step I long hesitated to take as there exists no contract between OMNIA and the Estate, OMNIA and FILMAUFBAU being the only legal partners in this particular context.

I learned that, unless stopped, i.e. compensated, OMNIA would indeed be permitted to show the film wherever they pleased up to April 30th 1967. However, the person in charge appeared quite inclined to settle. This is all the more understandable, as the film is even now doing poorly in the non-German speaking world and would hardly make an additional penny after the present licences have expired. I am to call again on Wednesday, August 17th and shall then be told what OMNIA wants. Quite possibly, their first bid would prove to be unacceptable. But then, anything they can get will be in the nature of a windfall which is why I do not doubt that an agreement is capable of being reached fairly speedily.

If I can manage I shall let you have FILMAUFBAU'S written confirmation of my points 2 and 3 simultaneously with my news regarding OMNIA. You will no doubt understand that it is always somewhat difficult to get action out of people who are not themselves directly interested in the deal in question.

Let me hope, dear Miss Brown, that this letter will ^{eliminate} satisfy - with the exception of the OMNIA problem - the justified scruples still harbored by Mr. Rubinstein. And let me also tell you how glad I am that once our initial misunderstanding had been cleared up we now so fully enjoy your invaluable cooperation.

I am sending a copy of this letter to Dr. Kaestlin, that is to say, I am sending a couple of horses in the vague hope that they may find him.

With best wishes

yours very sincerely



2/1/81

2 enclosures

Translation

"Confessions of Felix Krull"

Dear Miss Mann:

For the return to you of the remake rights for "The Confessions of Felix Krull" as agreed upon in our letter of July 16th, 1960, FILMAUFBAU is to be compensated as follows:

- 1.) If the planned "Felix Krull"-Musical runs for 6 months, the heirs of Thomas Mann are to pay to FILMAUFBAU the amount of DM 7 500.- . - Should the musical run for as much as one year, an additional sum of DM 10 000.- would be payable to FILMAUFBAU.
- 2.) Should a film based on the musical be produced, the heirs of Thomas Mann would have to pay another DM 10 000 to FILMAUFBAU provided the German screenplay were not to be used.
- 3.) Should the German screen play be used, the heirs of Thomas Mann would have to safeguard-visavis the prospective producers-the interests of FILMAUFBAU, owners of said screenplay.

Kindly return to us signed copy of this agreement, your signature representing the Estate's approval.

Yours very sincerely

FILMAUFBAU GMBH
(Abich)

