

SPECIES, MGM, Sil, The Ghost Train and the Frustrations of HR Giger PART II

by Joseph B. Mauceri-Macabre

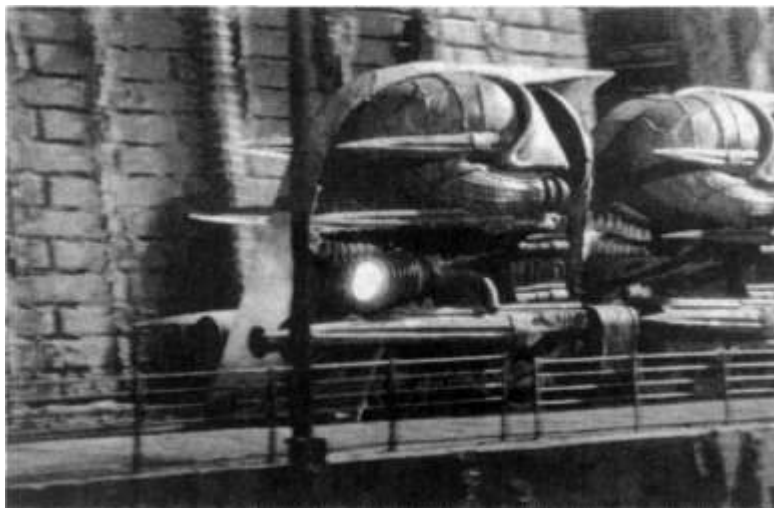
They say that time heals all wounds. That may or may not be the case here, but it certainly offers the opportunity to wrap-up some of dubious situations that remained unresolved when **SPECIES** was opening in theaters across the States. By time this second part sees publication, **SPECIES** will have been released on video, laser disc and seen by an even larger audience. It is not my intent to try to lay blame on any one person (or persons) as to why the film did not reach its full potential. Filmmaking is a collaborative process, and when there are numerous egos vying to influence the final film, the artistic inspiration often suffers dramatically. But I digress...

We left off in the last issue with the story of the Ghost Train as it arrived at Boss Films, in Los Angeles. Giger had included instructions on how to correct some of the minor problems with it and was waiting to see the test footage they would shoot of the nightmare scene he had written, storyboarded, and built the Ghost Train and station for.

The scene as it appeared in the film was a simple pass through, a total rejection of Giger's sequence. For those who remember it (not surprisingly many do) the jaws of the lead cars opened and closed, however the "vacuum-cleaner" arms were not activated. The rigid sequence shot by Boss forgoes Giger's concept of a biomechanical train that consumes living organisms. Test footage of Giger's storyboarded sequence was never even shot and the train only received an unreferenced eight seconds, unlike Sil's other nightmare sequence. It seems rather interesting that Giger's own test footage of the Ghost Train (Train, station, vacuum-arms, little Sils, etc.) as he envisioned it, while not in the film, was utilized by MGM for the electronic press kit. Personally, I found it rather misleading.

In a finalized version of a separate contract for the Ghost Train, Giger maintains all three dimensional merchandising rights. The studio only owns the rights to the train as it appeared in the eight second clip, and any merchandising reference to the Ghost Train can only be depicted

as in that eight second clip nor can that sequence or the idea of the train be expanded upon in any way. The studio holds the two dimensional rights, and can make no reference to Giger's storyboarded sequence or the way he shot it in his test footage. A unique clause of the contract provides Giger with the right to use the train



Giger's Ghost Train © 1994 H.R. Giger Photo: Sascha Serfoeozoe

again in any other future film or project of his choosing.

Giger was granted these concessions only because even MGM had to acknowledge that he was not being fully compensated for his creation. The earlier promise of \$ 100,000 had evaporated. Now, after Giger had borrowed and spent the \$ 100,000, which he was told had been allotted in expenses towards the fabrication of the train, MGM informed him that only \$50,000 was left in the budget. As a result, Giger lost \$50,000 in unreimbursed expenses already spent, plus the possibility of any creative fee for himself. However, Giger's "**The Mystery of San Gottardo**," the tale of the biomechanoids, has taken on a new addition. Rebecca, his antihero, is spirited away by the Ghost Train, which now is an important element in that story.

In early stages of pre-production Giger experimented with numerous poster designs for the film, ranging in scope from sculptural to paintings. He faxed one design, he intended to execute as a sculpture, to Mancuso. The design was a construction of forty-nine boxes, with the film title spelled out in the circumference boxes, the

typeface also being Giger's own design. In the center is a bust of Natasha Henstridge wearing Giger's design for Sil's tongue as a necklace. In the various boxes surrounding the bust are life-casts taken from the heads of the principals who worked behind the camera; such as Richard Edlund, Frank Mancuso, Jr., Steve Johnson, Denis Feldman, etc. After Giger realized his poster idea was unwelcome he convinced Mancuso and MGM to allow him to create it anyway as a signed-&-numbered seven color limited edition silkscreen in tribute to the behind the camera talent whose faces are, normally, never featured on film posters. Mancuso agreed with Giger that this would be a nice touch and helped to organize everyone's cooperation in obtaining the life casts.

When MGM finally saw the finished silkscreen they liked it so much that they requested the rights to do two billboards, one in New York and the other in Los Angeles. In concept a good idea, however they practically hid the one in New York by placing it in a seedy area of Forty Second Street, overlooking a parking lot. It seems that a more logical place would have been Times Square, an area that would have offered much greater exposure to the film and Giger. MGM also went ahead and plastered cheap poster reproductions of the silkscreen image all over Manhattan, something that was never discussed or contracted. This flagrant disregard for artistic integrity decreased the value of the limited edition, both for Giger and MGM. In addition, both the billboards and unauthorized posters failed to contain the promised credit line to Giger. MGM added further insult to injury by including a slide of the sculpture in the press kit for the film, again without Giger's credit.

In an effort to resolve this unauthorized exploitation without seeking legal remedy, Giger invoiced MGM for the reasonable sum of \$40,000, as an after-the-fact payment for their use of the image. Instead of accepting this as a graceful settlement the MGM legal department denied that this had been a joint venture limited to producing the silkscreens. They went on to



A scene from Sil's Ghost Train dream as conceived by H.R. Giger © H.R. Giger 1994

claim that their payment of the production costs for the silkscreens and the additional \$3,000 for the billboards entitled them to a full reproduction buyout. However, no documents exist transferring any additional usage rights to MGM to the silkscreen image (since no request had been made for any use other than the two billboards) nor had the \$3,000 yet been paid. The legal impasse finally broke when MGM backed off and made Giger a settlement offer of \$20,000, in total. Giger was forced to accept the offer in an effort to minimize his escalating legal bills.

MGM's flagrant disregard for Giger's contractual rights and artistic integrity became even clearer as SPECIES licensed products began to appear, especially the four part comic adaptation by Dark Horse Comics and the trading cards. To appreciate the nature of what happened it is important to cite the contract for Giger's Ghost Train, at this point. It states that, "MGM's merchandising rights with respect to the Train shall be limited to use of the Train only as it appears in the picture and then only in the following two-dimensional media... In no event shall the train be the exclusive or highlighted subject... nor shall such items contain any elaboration of a story involving the Train beyond the manner in which it appears in the Picture..., without Giger's prior written consent."

It is clear to anyone reading the comic adaptation that the Ghost Train does not appear in the same place as in the film, at the beginning. It makes its appearance in issue number four, towards the end. Additionally, artistic license was taken with the look of the Train, eyes had been added, and Sil appears in the scene not as the young girl in the film but as a partially transformed older Sil. The credits page of the comic only lists Giger's design credit for Sil and neglects to mention any credit at all for the

design of the Train.

When Giger's agent questioned the editor of the series as to these infractions his response was as follows:

"The 'runaway' Ghost Train appearing on page three of Dark Horse Comics' SPECIES #4 was approved by MGM without any raised concerns related to H.R. Giger's creation. Dark Horse was not advised the train's copyright belongs to Giger. If it was, you would have received copy for approval. MGM Licensing will receive a fax outlining my concerns that Dark Horse did not receive such crucial information during the production of its SPECIES comic book.

"The reason why the Ghost Train was 'altered' is because the comic book's creative team simply interpreted the reference to the best of its ability. We received three photographs of the head car, and in two pictures the car has an arch extending from the bottom of its base, past its 'head,' up to and including its top. The third shot does not have this arch, so the artists were confused as to

which version to illustrate. Ultimately, they decided, with my approval, not to illustrate the arch, but instead place 'eyes' on the train to symbolize Sil's confrontation with death, depicted as a skull-like train, in her dream. Once again, MGM did not express concern regarding this change when it faxed an approval for publication."

While Dark Horse tried to address the issues concerning their use of Giger's Ghost Train, they failed to even comment, or apologize for the fact that Giger's credit for the Train's design had been left off the credit pages of all four issues. In addition, they failed to explain why they changed the sequence of where the train appears in the story, and why eyes were added to it since no version of Giger's train had any.

Another violation occurred with the SPECIES trading cards. The backside of the cards narrates the story of SPECIES. As you may have guessed, they also include the story of Giger's own nightmare sequence, which was dropped from the film. To date, none of the violations have been addressed by MGM, or apologies offered.

When Giger viewed a finished print of the film on video, prior its release, he was impressed by Steve Johnson's work in bringing his Sil to life. However, he was horrified by the poorly executed CGI version of Sil. Giger faxed Mancuso and suggested that the film be held back for a couple of months and improvements be made. Giger believed that if more sequences were to use Johnson's animatronic puppet, and the CGI ending was reshot, the film could be greatly improved. Unfortunately, the Holly-

wood machine could only view such artistic concerns as unrealistic and absurd. The film was released on July 7th, 1995, as scheduled.

Giger was so happy with Johnson's execution of his designs that he commissioned Johnson to build a full size Sil for him. Giger even went so far as to fax Johnson expressing his hopes of working with him again in the future.

In the end Giger was able to take all the negative aspects of what transpired on SPECIES and turn them into a positive experience. "I realize that I was hired because of my name, which has become closely linked to the 'Alien' films. After much time has passed no one will think how much I got paid to design a scene or a creature, or if I had to pay much of the costs myself to show them that it would work. The important thing to me is that films use my designs and construct them to get the best possible effect for the movie."

The almost final word on SPECIES will come in the form of the book "SPECIES Design - HR Giger" published by Morpheus International. The book began taking shape during the post-production of the film and was completed after its release. Edlund, Donaldson and Mancuso all wrote their own text for the art book, however it is very interesting to note the differences between their narratives and that of Giger's.

Giger generated a vast amount of art work pertaining to the film, many in pen and ink, he then faxed them to various people on the production. Those which didn't make it into "SPECIES Design - HR Giger," will appear in an upcoming book called "HR Giger's Film Design." The book will also feature his designs for the Batmobile from "Batman Forever," paintings he did for a film in development called "The Tourist," and possibly some rough sketches he did for the upcoming "Star Trek Generations" film that



A scene from Sil's Ghost Train dream as conceived by H.R. Giger © H.R. Giger 1994

feature the Borg. Unfortunately, Giger will not be designing the Borg for that film because the allocated budget for Giger's work was less than the Giger budget for **SPECIES**.

In addition to these books, Giger's European publisher, Taschen, will publish at the end of 1996 a 240 page book called "The Biomechanical World of H.R. Giger," which will feature previously unpublished designs, more extensive biographical material and details on personal projects close to the artist's heart. In 1995 they published a Giger Calendar (for 1996), which was very different from the Morpheus Calendar. Giger worked with computer specialist Fabian Wicki, of Switzerland, and PanVision, of Germany, to create 3D images of his work, which are much better than those "Magic Eye 3D Puzzles." Unfortunately, this calendar was not distributed in the U.S.A.

Also in the works is "HR Giger Under Your Skin," a collection of the vast number of tattoos that have been made of Giger's paintings. This project is headed by his agent Les Barany.

The "HR Giger's Film Design" will also include Giger's designs for the next film he accepted right after **SPECIES**, a low budget German film titled "The Killer Condom." His credit will read "Creative Consultant," although the advance word is that, as usual, very little of Giger's designs or advice was incorporated in the final film and, as a result, "The Killer Condom" will be just another flaccid, straight to video, "could have been." It is a shame since the stage production, with life-size puppets, of Ralf Konig's hilarious black comedy graphic novel has been running for eight years to sold-out audiences.

Coming right on the heels of his **SPECIES** experience Giger was, at first, reluctant to get involved, so soon, with another film. But the seductive promise of "creative freedom" from the producer coupled with a rare invitation to participate in a comedy, which allowed him to bring into play his wicked sense of humor, finally convinced him to sign on to the project. Before the ink was dry on his contract, the project now retitled "Condom of Fear," was announced in the American trade papers with "Production Design: Academy Award Winner H.R. Giger (Alien, Species)" in an obvious effort to float the project to this side of the pond on the strength of Giger's name. So what, if the production designer is, in fact, someone else, an unfamiliar name to U.S. audiences, consequently of no value to the ad and not even mentioned. With all respect to the stars of the film, Udo Samel, Peter Lohmeyer, Iris Berben and the director Martin Walz, their work is not internationally known and would be of little help in promoting the film to American audiences.

Giger's visit to the set in Berlin was a sobering experience. He realized that it was only a naive hope that European filmmakers would treat his work with any more respect than their American counterparts. He found very little evidence of his designs or conceptual suggestions. It was then that he exercised the wise option he



Sil © 1994 MGM/H.R. Giger

had inserted in his contract, the right to decide upon his screen credit only after he had been able to view what of his designs had been utilized. He opted for "Creative Consultant" with the explanation, "I was given freedom to design what I wanted and to give my creative advice but, as usual, the producer gave the director the same right to either use or ignore my designs." A very unique Giger guillotine is promised to make it into the final film, but if it doesn't, no matter, it has already been realized as a horrifyingly humorous sculpture, the first in a new series by the artist.

A special thanks to Giger's agent Leslie Barany, who gave a vast amount of his time to help us bring this story to light, and for supplying us with the wonderful artwork by H.R. Giger.

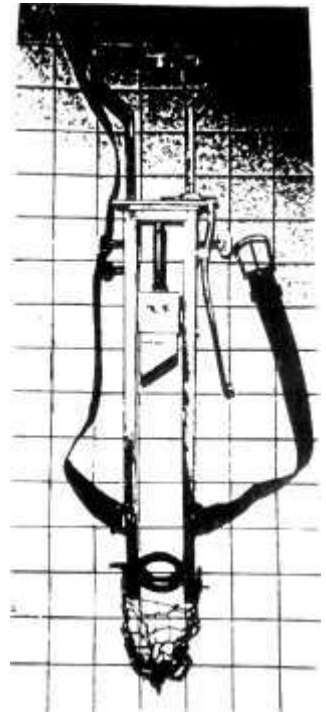
As witnessed firsthand by this journalist, Barany's total dedication to Giger's work and his trustworthy commitment to him, as a friend and artist, is unparalleled. His relentless efforts in preserving the integrity of the artist's work has helped bring about many of the just resolutions in the legal conflicts Giger, unfortunately often

finds himself in. The most recent situation involved a copyright infringement suit brought against a American snowboard company for their unauthorized use of a Giger painting (**SPELL I**) on their snowboards.

On one occasion after the film's release Barany and I were discussing how many references **SPECIES** lifted from the "Alien" films while explicitly stating in the production notes that no such comparisons should be drawn. Barany mused, "If they were truly serious about this they would have probably approached someone else to create Sil. Or at least trusted Giger to steer the designs in a fresh direction. In retrospect, I would say they did everything to invite comparison." A statement I agree with wholeheartedly. "In my opinion," he continued, "producers want Giger's name attached to a film at least as much as they want his designs. I am certain MGM agrees that Giger's name, alone, was worth every dime they paid for it."

It's still not too late to get your H.R. Giger tattoo included in "H.R. Giger Under Your Skin." Giger considers tattoos of his work to be the ultimate compliment. High-quality transparencies are needed, with top-quality color prints as a second choice, and for clarity, a clean, solid background that doesn't confuse the subject is preferred. Every tattoo artist will be identified with all their shop information included, and all photographers will be credited.

Contributions, or questions, should be directed to Leslie Barany Communications, 21 W 27th St, #202, NY, NY 10001. You also may reach Giger's agent, Leslie Barany, by phone at 212-627-84881 FAX: 212-463-7983

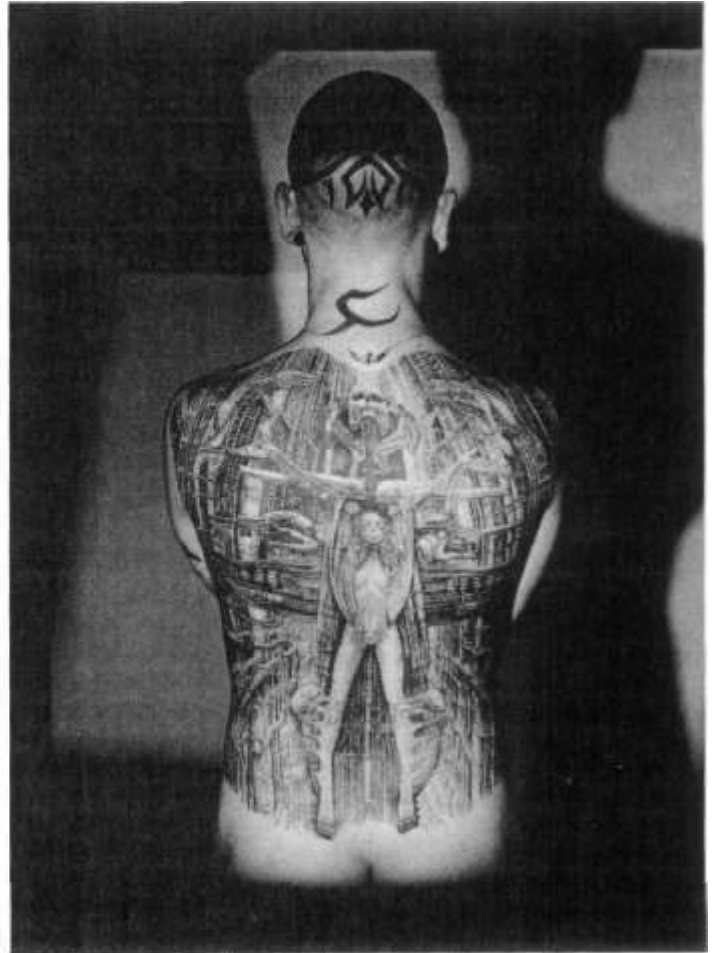


Giger guillotine created for (KILLER CONDOM)

©1996 H.R. Giger



H.R. Giger & Natasha Henstridge riding the train through Giger's house. Photo: Tracy Larkins



*A tattoo not the snowboard but the one and the same popular Giger painting SPELL I
Tattoo by ANIL GUPTA Photo ©1996 KELLYANN BRILL*