



BUREAU DE SURVEILLANCE DU CINÉMA
FICHE D'EXAMEN

+

refer technique 83

TOUTS () 14 () 18 () REFUS () NON LIEU ()

OR : 243201-3 R : 242845-8

IDENTIFICATION

TITRE (écran) CANNIBALES, LES
V.O. MONDO CANNIBALE
Voir fiche: L'EMPRISE DES CANNIBALES (BSC)

langue français
s.t.
1ere instance (X)
révision ()
v. modifiée ()
V. antérieure
métrage 90'
langue français
s.t.
cat. 14ans
9 12 82
date visa

Ver : 8012' (2441) 89'
documentation
FEFW: 90'
ALL: 90' 2469m.

METRAGE

format : 70 () 35 (X) 16 () vidéo-cassette () n/b () c (✓)
nationalité et année : ESP-FRA 80
production : EURO CINE / MAGNA FILMS
réalisation : Jess FRANCO (Franco PROSPERI est le réalisateur qui apparaît à l'écran)
interprétation : Al OLIVER, Sabrina SIANI, Yerome KOULON, Candy COSTER

DATE D'EXAMEN 13.01.83

DISTRIBUTEUR GLOBAL

DOCUMENTATION

amis box cdf 51-52 p39 cf ci	cin ecr fb ff fi	f&f hr ifj mppd nyt	pos rcin scc s&s tdf	tim tlc var			
b.c.	alb	sas	man	ont	n.b.	n.s.	fefw 9 01 81 p 1
all 18n 1025	aus	fra	g.b.	ita	sue	mpaa	gen
kfd			mfb	ccc		nco	ocs

EXAMEN

VI : AG PS JJT GD ED FA
VR : AG PS JJT GD ED FA
VS : AG PS JJT GD ED FA

PRÉSIDENT DU JURY

J.J. Teer

DATE 13-01-83
CATÉGORIE refer technique

PUBLICITÉ

F.A. soumis le _____ refusé _____ accepté _____ par _____
F.A. soumis le _____ refusé _____ accepté _____ par _____
Pub. journaux soumise le _____ refusée _____ acceptée _____ par _____
Nouv. pub. soumise le _____ refusée _____ acceptée _____ par _____
Nouv. pub. soumise le _____ refusée _____ acceptée _____ par _____
Nouv. pub. soumise le _____ refusée _____ acceptée _____ par _____
Affiche soumise le _____ refusée _____ acceptée _____ par _____
Nouv. aff. soumise le _____ refusée _____ acceptée _____ par _____
Nouv. aff. soumise le _____ refusée _____ acceptée _____ par _____
Photos soumises le _____ refusées _____ acceptées _____ par _____

Version du film

visé le dans la catégorie sous le no

gen debut et fin.

83.01.26 PS

TITRE CANNIBALES, LES

À L'USAGE DES MEMBRES DU BUREAU

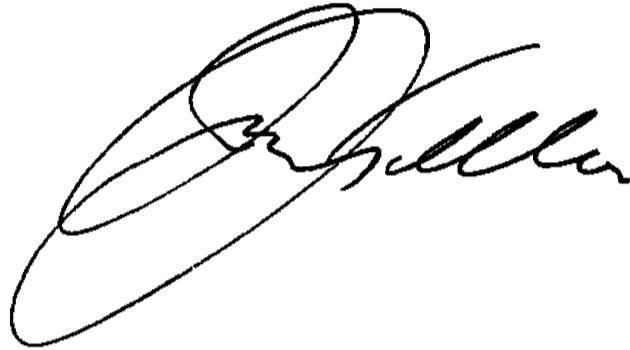
LES CANNIBALES

GENRE: Epouvante

ANALYSE: Examen systématique de cette production en tous points identiques au film déjà visé sous le titre "L'EMPRISE DES CANNIBALES". La réalisation est Jess Francis, et non Franco Prosperi. De plus, les noms des comédiens qui apparaissent à l'écran ne sont pas ceux qui l'on trouve sur le contrat de Global. De plus, selon le contrat il s'agirait d'une co-production italo-germano-espagnole. Rien de ceci au générique.

JUSTIFICATION: La Cie Global ne semble pas posséder le film tel que décrit sur le contrat.

CLASSIFICATION: Donc refus technique après examen par le jury.

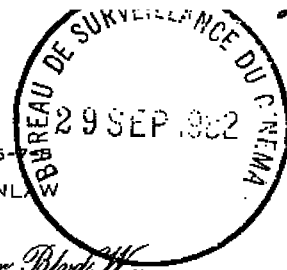
A large, stylized handwritten signature in black ink, appearing to be 'R. Heller', is written over the lower half of the page.

SIGNATURE (CB)

Stein & Stein
Barristers & Solicitors

A. L. STEIN, Q. C.
S. STEIN, Q. C.
A. M. STEIN, B. A., B. C. L.
N. H. STEIN, B. A., LL. L.
D. L. POIRIER, B. A., LL. L.

TELEPHONE 866-9806-7
CABLE ADDRESS: STEINL



Suite 1130, 800 Dorchester Blvd. W.,
Montreal, Que.
H3B 1X9

" PAR MESSENGER "

Le 29 septembre, 1982

Monsieur Pierre Saucier
Vice-Président
Bureau de Surveillance
du Cinéma
360 Avenue McGill
Montréal, Québec
H2Y 2E9

Objet: Global Pictures Limited
Film Cannibal
nd: 3481-23

Cher Monsieur,

Nous avons reçu instructions de
notre client ci-haut mentionné, Global Pictures Limited
de vous faire parvenir les documents suivants:

- A: Une copie d'une lettre que nous
avons envoyée le 28 septembre 1982
aux Productions Karim Inc.
- B: Une photocopie du contrat entre notre
client et Filman, S.r.l. le propriétaire
du film dont le contrat parle par lui-même.

Nous vous référons en particulier
à la clause 1, et 2 dudit contrat.

Espérant le tout conforme, veuillez
agréez, Monsieur, l'expression de nos meilleurs sentiments.

Vos tout dévoués,
STEIN & STEIN

PAR: 
SAMUEL STEIN, C. F.

SS/na
P.J.

Stein & Stein
Barristers & Solicitors

A. L. STEIN, O.C.
S. STEIN, O.C.
A. M. STEIN, B.A., B.C.L.
N. H. STEIN, B.A., LL.L.
D. L. POIRIER, B.A., LL.L.

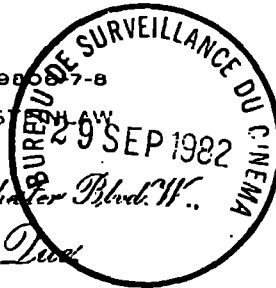
TELEPHONE 866-9007-8

CABLE ADDRESS: STEIN-LAW

Suite 1130, 800 Larchmont Blvd. W.

Montreal, Quebec

H3B 1K9



COPY

September 28, 1982

WITHOUT PREJUDICE

Productions Karim Inc.
625 President Kennedy Avenue
Suite 509
Montreal, Quebec
H3A 1K9

Re: Global Pictures Limited
Our file: 3481-23

Dear Sirs:

We have been instructed by our client, Global Pictures Limited, to write to you concerning the following matter.

Under the terms of an agreement entered into with Filman S.R.L. of Rome, Italy, dated October 22, 1979, the latter company, in its capacity as owners of the exhibit rights to the film "The Cannibal" (Cannibals), sold and assigned to our client the exclusive film rights of the French and English versions to the said film for the territory known as French-speaking Canada and English-speaking Canada, for a term of 7 years as and from the date of the consignment of the first print, which was on or about March 25, 1981.

Under the terms of the said agreement, our client further is granted the right to take all proceedings necessary to prohibit any other corporation from exhibiting or allowing to exhibit the said film in the territory assigned to our client.

It has come to the attention of our client that you are in the process of preparing to exhibit the French version of the said film, "The Cannibal", in the territory assigned to our client. Under reserve of our client's claim in damages to which they may be entitled in the event that you do exhibit the said film, we are instructed to advise you to refrain.

from exhibiting the French version of the film in the territory assigned to our client within 48 hours after receipt of this letter, failing which our client will be obliged to take all legal proceedings necessary for the protection of its rights and the prevention of the exhibit of the aforesaid film on your part.

Do you govern yourselves accordingly.

Yours very truly,

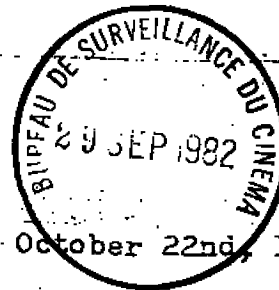
STEIN & STEIN

per

Samuel Stein, Q.C.

SS:gd

FILMAN S.r.l.
Viale Parioli 44, ROME



Rome October 22nd, 1979

Messrs.
GLOBAL PICTURES LTD.
1115 Sherbrooke Street West
Suite 2701
MONTREAL, Quebec/Canada

We hereby confirm the agreement reached between us as follows:

1) In our capacity as owners of the exhibition rights

we assign to you, and you accept, the exclusive film rights (as the same are defined in Art. 1 of the General Conditions hereinafter):

of the version in the french language and english
of the film entitled THE CANNIBAL (tentative title)

directed by FRANCO PROSPERI

starring AJITA WILSON, URSULA MARIS and an international cast

produced by MAICAR/FILMAN Rome - GEISELGESTAIG FILM, Muenche - J.E.FILMS Madrid

size 35mm/ and 16 mm/ including TV rights=====

2) This assignment is made in respect of the territories hereinafter enumerated:

FRENCH SPEAKING CANADA and ENGLISH SPEAKING CANADA=====

and for a term of 7 (seven) years as from the date of consignment of 1st print

3) The consideration for this assignment is fixed at the sum of: US\$ 10.000.= (free of any foreign tax)

(ten thousand United States dollars only)

which is to be net so far as we are concerned, all expenses, duties and taxes being for your account. Payment must be effected as follows:

US\$ 2.000.= upon signature of the present agreement;

US\$ 8.000.= through irrevocable confirmed L/C on behalf of our Company, to be established upon our written notice that the french version is ready.

4) All the material you require and for which you place an order with us will be despatched to you by us in accordance with the following conditions:

a) prints and trailers: the prints and trailers which are required for exhibition in the specified territory, and this within the number agreed by us, as exclusively decided by us;

b) advertising material (posters of all sizes, stills, etc.) according to availability of supply.

These materials will be invoiced to you by us, and you undertake to pay for the same on the following terms:

through L/C, at laboratory cost.

5) You undertake to advise us of the mentioned territory.

title you will give to the film for exhibition in the above

6) You undertake, both in your own name and on behalf of direct or indirect advertising, and to cause the following trade contained in the main titles of the film to remain in any your sub-contractors agents or customers, to allow all the details mark to appear in a particularly conspicuous manner:

as laid down in Art. 8 of the General Conditions.

7) It is understood that no other Agreement has been made between us in connection with the rights in the above-mentioned film except the Agreement which is confirmed by this letter. Consequently, any alterations or additions to the clauses or terms of this Agreement are only valid if confirmed by us in writing.

8) Special conditions:

a) Duties and Taxes: It is specially agreed that all duties and taxes of any kind of which the fiscal authorities of the country or countries referred to in this agreement under Art. 2, should claim payment from us or from our eventual Principals on the basis of the sums referred to in Art. 3, shall exclusively be for your account, and upon your receiving our advice of payment you shall arrange for payment of the sum claimed from us.

Should we be compelled by special proceedings to have payments made directly to your fiscal authorities, we shall give you immediate advice of such payments enclosing vouchers, in order that you may remit us such moneys upon receipt of our invoice.

9) As regards anything not provided for in this letter, the General Conditions which form an integral part of this Agreement, will apply.

10) This Agreement, including the General Conditions, shall be construed and performed solely in accordance with Italian Law. It is expressly agreed between the parties that all disputes which may arise regarding the interpretation or performance of this Agreement shall be regulated, at the Plaintiff's option, either by way of arbitration in Italy, or by way of legal proceeding before the Courts in Rome, the said option being necessarily binding on the Defendant. However when the Principal is the Plaintiff, he may also bring the action before the Court of the district of the Agent's address.

Where arbitration is chosen by the Plaintiff, the procedure will be as follows:-

Each of the parties will choose an arbitrator from a list of persons drawn up by ANICA. If one of them fails to do so within a period of fifteen days following a formal demand made by registered letter with Advice of Receipt, his Arbitrator will be nominated ex officio by the chairman of ANICA. The arbitrators of both parties respectively will nominate by mutual agreement an umpire who will ex officio be the Chairman of the Arbitration Board. In a case of disagreement regarding the nomination of the umpire, he will be nominated by the Chairman of ANICA, at the request of the most diligent party. The parties will be requested, by registered letter despatched not less than eight days beforehand, to appear before the Arbitration Board. The Board must make its award within the time limits laid down by Italian Law.

The parties must deliver their files to the Arbitration Board within the time limits fixed by the Board, failing which the Board will make its award without further information.

The Arbitration Board shall not be bound to observe any procedural rules. It will make its award as an amicable compromise and without right of appeal to any court of law, and the parties undertake to carry out the terms of the award fully, loyally and immediately, since the award must be deemed, from all legal aspects, to be the expression itself of their contractual intentions.

11) Choice of address for services made at the following addresses respectively:

AS IN LETTERHEAD

Please be good enough to acknowledge receipt and to confirm the terms of this letter.

In that expectation we are, Dear Sirs, Yours faithfully,

FILMA S.p.A.
Amministrazione Unica
Angelo Pinton

GENERAL CONDITIONS

Art. 1 — Nature and extent of the rights granted

a) The exhibition rights granted extend exclusively to the showing of the film in cinemas, in the size or sizes stipulated in the special Agreement.

All other present or future methods of exhibition, including publication in the printed form, gramophone reproduction, and especially on the radio or television, are excluded.

Public exhibition rights called "non theatrical", that is to say projection rights in places not open to the public and where spectators do not pay any admission charges, are excluded.

The right to dub the film in a foreign language is also excluded unless authorised in writing by the Principal.

b) The Agent is formally prohibited from exhibiting or allowing exhibition outside the specified territory of any copy or part of any copy of the film supplied to him, on this under pain of seizure of the copy and of damages.

On his part and subject to the same penalties (seizure and damages) the Principal or his sub-contractors give an undertaking not to assign to other persons in the specified territory rights to show the same film in the size provided for in the Agreement, and this until the rights granted have expired.

The Agent gives an undertaking to bring any proceedings he considers necessary for the protection of his exclusive rights to exhibit. It is agreed that the said proceedings will be brought at the sole expense of the Agent and on his personal responsibility, and that all damages to which the said proceedings might give rise shall accrue to him.

Art. 2 — Copies — Advertising material

The Principal or his sub-contractors are under an obligation to deliver to the Agent, at his request, the necessary copies for showing the film in the specified territory, and this limited to the number of copies which are deemed by the Principal, at his sole discretion, to be commercially useful or necessary for the exhibition of the film in the territory which is the subject matter of the licence. They will also be under an obligation to supply the Agent, at his request, with advertising material (bills, photos, scripts, etc.) in available quantities.

Copies will be invoiced at the ANICA scale of charges and will be payable when ordered.

In the event of the negative not being in Italy when the order is given, the Agent here and now agrees to pay for the copies at the price then charged and on the terms then fixed by the Printing Laboratory where the negative has been deposited and to take delivery thereof at the same Laboratory.

Art. 3 — Dubbing

The Agent will not dub the film in a foreign language except with the written authority in the Principal.

In that case he will be entitled to obtain from the Principal, on paying the value thereof, a duping print or fine grain print or internegative and the music and effect tracks or other necessary equipment for dubbing.

The Agent may print from the fine-grain print only the copies of the edition dubbed by him, limited to the number authorised by the Principal.

It is expressly agreed between the parties that, although the fine-grain print or the duping print may have been paid for by the Agent, he may not make use thereof in any way for the purpose of printing a number of copies higher than the number agreed to by the Principal, nor to use the same in the specified territory nor a fortiori for the purpose of using the same outside the said territory.

The Principal shall be entitled to apply to and obtain from the Agent, against payment of the Laboratory charge (film and printing) net of all duties and taxes, all the material (fine-grain print, duping print, positive copies, tracks, etc.) in the edition dubbed by the Agent which he will require for the purpose of using the same in territories other than the specified territory, and this without any special compensation being payable to the Agent. The same will apply to advertising material.

The Agent undertakes to effect the dubbing in such a way that the spirit of the film is not altered by reason of the translation of the dialogue.

The Agent undertakes, likewise, to use exclusively and wholly the music which was employed in the original version of the film.

It is expressly stipulated that artistic property rights in the dubbed version are and remain the exclusive property of the Principal or his Assigns.

Art. 4 — Ownership of material

Considering that, as expressly stipulated, the price paid by the Agent for the positive copies, the internegative, fine-grain print or duping print of the film must be deemed to be an integral part of the money consideration paid for the assignment of the exhibition rights of the film in the specified territory, the internegative, the fine-grain print or duping copy, together with all copies ordered by the Agent, or printed by him from the internegative, fine-grain print or duping print supplied to him, whether in the original edition or in the dubbed or sub-titled edition, will remain the Principal's exclusive property.

The Agent is constituted the bailee of the positive copies, fine-grain print, internegative, duping print and sound tracks, and he will be

answerable therefor by all the obligations resulting from his acceptance of the material as bailee.

The internegative fine-grain print, duping print and sound tracks must be deposited in the Principal's name in a printing laboratory named by him.

Consequently, the Agent may never sell the positive copies in his possession, the internegative, duping copy, fine-grain print, for any reason whatsoever, and more particularly should he cease to trade or in case of attachment, bankruptcy or voluntary or compulsory liquidation, having regard to the fact that it is a question of material which, as the Agent expressly acknowledges — does not form part of his estate but of the estate of the Principal. Likewise the said material may not be held as a pledge or be attached by any third parties, and the Agent undertakes immediately to inform the Principal of any legal action brought by third parties for that purpose, as well as to institute at his sole expense any legal or other proceeding which are necessary for the purpose of objecting, in the Principal's interest, to the constituting of any liens on the film material, or to any legal action designed to deprive him of the material.

The Agent undertakes to indicate at any time, at the request of the Principal, the exact place where the positive copies which have been delivered to him or printed by him with the Principal's authority, are to be found.

On the expiry of the Agreement, the positive copies must, at the option of the Principal who will give written notice thereof to the Agent either be returned to the Principal by placing the same at his disposal in the Agent's territory, or destroyed, of which the Agent must adduce evidence by sending the Principal a confirmatory certificate of destruction.

Likewise, positive copies must be returned to the Principal or else destroyed, as desired by him in a case of advanced cancellation of the Agreement for any reason whatsoever.

Art. 5 — Carriage, time in which claims arising out of delivery of goods must be made

The goods are conveyed at the risk and peril of the Agent.

All expenses (packing, carriage, insurance, customs duties, import duties, taxes, etc.) are for the Agent's account, ex the Principal's warehouse, even if consignment is effected by the Principal or by his sub-contractors subject to repayment.

Claims by the Agent regarding the quality and condition of the goods, whatever their nature, will only be entertained if they are submitted within 40 days from the date of arrival at the Customs of the goods supplied by the Principal.

The Agent is under an obligation to take delivery of the required goods not later than 30 days after their arrival at the Customs, without prejudice to the Principal's right to require, when the order is given, payment in advance of all or part of the price.

Art. 6 — Censorship

a) In the event of the national Censorship in the territory or territories which are the subject matter of the Agreement for Exhibition prohibiting the film in the first instance, the Agent would be entitled to obtain cancellation of the Agreement without any damages being payable to the parties, which they expressly waive, subject to the ruling of the Censorship being communicated and evidence thereof being supplied either to the Principal or his sub-contractors within a maximum period of one month of the arrival of the first copy at the Customs, which date of arrival will be proved by the forwarding agent's certificate.

If the said time of one month cannot be respected, the Agent may nevertheless secure cancellation of the Agreement on conditions he supplies evidence that he has made every effort to secure a favorable decision on the part of the Censorship and that he states, before the expiry of one month the probable time necessary to secure such decision. However, such time limit must not in any event exceed three months as from the date when the first copy arrived at the Customs.

On the other hand, the Principal or his sub-contractors shall have the right to suspend cancellation of the Agreement and to request the Agent to enter an appeal from the original decision of the Censorship (assuming such an appeal is provided for by the laws of the territory). The Agent will then be bound to enter such an appeal forthwith.

If the Agent fails to enter such an appeal, he will be under an obligation, before the expiry of the time limit provided for in the local laws for entering an appeal from a decision in the first instance of the Censorship, to inform the Principal or his sub-contractors what is the time limit laid down under local laws for entering appeal in default whereof the Agent will be liable for any damages if he allows the time for appealing to elapse without having given previous notice thereof and in good time to the Principal.

In a case where prohibition of the film is confirmed on appeal, the Agreement would be automatically cancelled and no one of the parties would be able to claim any damages, seeing that they expressly waive the rights and actions appertaining thereto.

The fact that the Censorship, in order to grant a Certificate, requires definitively cuts exceeding 25% of the total length of the film, is equivalent to a prohibition from projecting the film.

All expenses in connection with steps taken to secure a Certificate from the Censorship are for the sole account of the Agent.

Subject to any contrary provisions contained in the Special Conditions, the Board's Certificate is understood to relate to the original version.

In the event of the Agent having submitted the dubbed version to the Censorship, he bears all the legal consequences of any subsequent alterations made without the Principal's previous authority.

b) In a case of cancellation of the Agreement for the reasons provided for in this Article, copies of the censored film must be returned to the Principal's address or that of his sub-contractors free of all expenses. On receipt of the copies, the Principal or his sub-contractors must immediately refund to the Agent the amounts paid by him in full or partial settlement of the exhibition rights granted to him.

The cost of the copies and of the advertising material returned is for account of the Agent. However, the Principal or his sub-contractors undertake to do everything possible to recover the total or partial value of the copies and of the advertising material returned; the amount so recovered will be wholly refunded to the Agent.

c) When after the issue of the Censor's Certificate the film is the subject matter of subsequent prohibition, the amounts previously paid by the Agent accrue to the Principal.

Art. 7 — Obligations in the matter of advertising

The Agent binds himself to leave, in the titles of the film and in all advertising matter ordered from the Principal, the Principal's trade-mark, the names of the producers, scriptwriters, actors and other collaborators in the film, in the same order and size or percentages as indicated by the Principal or his sub-contractors, and to project the copies as the same are supplied to him by the Principal or his sub-contractors, without making any alterations or additions or cuts thereto.

The Agent may not alter the title of the film literally translated in the language of the territory, except with the written authority of the Principal.

The Agent undertakes to demand that his customers and all other interested third parties shall comply with the obligations laid down in this Article.

Art. 8 — Prohibition of substitution

Subject to any clause to the contrary incorporated in its Special Conditions or to any written authority from the Principal, the Agent may not assign any or part of the Exhibition rights granted to him.

Even if he has been duly authorised, the Agent remains answerable for the performance of his commitments towards the Principal, jointly and severally with his sub-contractors or assigns.

Art. 9 — Agent ceasing to trade

Should the Agent cease to trade, go into voluntary liquidation, transfer assets or assign the same to third parties, or should a Receiver be appointed to manage his affairs or should he be adjudicated bankrupt, the Exhibition Agreement, the performance of which shall not yet have been commenced by the payment of the considerations, shall be cancelled as of right, without any formality, formal demand or summons of any kind, and the licence must be deemed to be without reservations of the rights until full payment of what is owing.

If the Agent has already made any payments, the amounts of the said payments accrue definitively to the Principal, who will be at liberty to assign the film to any third party at his sole option. Likewise, the Agreement will be cancelled as of right in the manner and forms laid down in the previous paragraph and with the same consequences in a case of assignment by the Agent to third parties, without the Principal's written authority, of the rights granted under the Agreement, as well as in a case of breach or of default by the Agent in the performance of any one of the clauses of this Agreement, and this without prejudice to any ultimate damages.

In the cases provided for in the previous paragraph, the Principal may also be entitled to cancel any other Agreement with the Agent for the exhibition of other films in the territory provided he sends a formal notice by registered letter to the Agent, with notifications of the non-performance of the Agreement; in these cases the other Agreements covering the territory will be cancelled as of right. If the formal notice remains ineffective for a period of fifteen days following the date of despatch:

Likewise in respect to these Agreements so cancelled, amounts paid by the Agent to the Principal or his sub-contractors will accrue definitively to them, and the rights to exhibit the film will revert to the Principal.

Art. 10 — Non-performance — Cancellation

a) Default in performance by the Agent

If the Agent defaults in the performance of any one of the general or special clauses of the Distributing Agreement, and after a formal demand by registered letter or cable with Advice of Receipt has remained ineffective for a period of FIFTEEN DAYS FOLLOWING THE DATE OF DESPATCH, the said Agreement will be cancelled as of right and the Principal will forthwith recover the exhibition rights in his film with respect to the specified territory. In that case, all sums paid accrue definitively to the Principal without prejudice to any additional damages.

Copies and equipment must forthwith be placed at the free disposal of the Principal.

When the Principal shall have recovered the exhibition rights in his film, all sum owing to the Agent either by cinemas or by sub-contractors with respect to the film which is the subject matter of the Agreement, are ipso facto assigned to the Principal, who may give a good and valid discharge therefor.

b) default in performance by the principal.

If the Principal or his sub-contractors default in their obligations towards the Agent, he is entitled to require, after a formal demand by registered letter or by cable with Advice of Receipt has remained ineffective for a period of fifteen days following the date of despatch, cancellation of the Agreement and the immediate refund of the sums paid by him in respect to the film which is the subject matter of the Agreement, without prejudice to any damages.

Art. 11 — Fortuitous occurrences

If by reason of any fortuitous occurrence or of force majeure (such as fire, lack or want of raw materials, atmospheric phenomena, war, strike, acts of High Authority, etc.) it is not possible for the Principal or his sub-contractors to deliver the copies and the material provided for hereinabove, either wholly or in part, the Agreement will be extended as of right for the duration of the impediments, within the limits, however of the duration of the copyright.

If for the same reasons the Principal is unable to direct the film or if after directing the same he finds it impossible to deliver the copies, especially in a case of total or partial destruction of the negative, each of the parties shall be entitled to demand, by registered letter with Advice of Receipt addressed to the other party, cancellation of the Agreement but so that no one of the parties shall be entitled to damages, and the parties waive the rights and actions appertaining thereto.

In these cases, moreover, the parties will be bound to return to each other sums paid and material delivered.

The present contract is subject to the approval of the Producer.

Art. 12 — Copyright

The Principal assumes no responsibility and cannot in any way be held answerable for sums which, in any territory whatsoever, may be required by public or private organisations for the protection of author's rights, or which may be required by the organisers of public shows for the public hearing of sound recordings forming part of the sound track of the film.

Art. 13 — Nature of the Agreement

It is laid down that none of the above terms may be considered to constitute a partnership between the two parties.

Art. — 14 Italian official events abroad

The Principal will be entitled to show the film at any time at official events (festivals, Italian Cinema Weeks, etc.) which are not of a commercial nature and which are organised by the Italian Authorities or by ANICA (Associazione Nazionale Industrie Cinematografiche ed Affini) or by the UNITALIA (Unione Nazionale per la Diffusione del Film Italiano all'Estero).

The Agent must, the case arising, give his support to these events.

Art. 15

These General Conditions for the assignment of rights to exhibit the film form an integral part of this Agreement.
Read, approved and signed.

The Agent declares that he has read and specifically approved in accordance with the terms of and for the purposes of Section 1341 and 1342 of the Italian Civil Code, the provisions contained in Clauses 3, 4, 5, 6, 7, 8, 9, 10, 11.

FILMAN S.R.L.
L'Amministrazione Unica
Angela Dixon

Montréal, le vendredi 14 janvier 1983

Cher monsieur Dydzak,

OBJET: Film soumis sous le titre
"LES CANNIBALES"

Le Bureau a dûment examiné le film que vous avez soumis en langue française sous le titre "LES CANNIBALES" et l'on a eu la surprise de découvrir qu'en réalité le film en question avait déjà été examiné et visé sous son titre véritable, comme l'indique le visa de Paris, qui s'énonce ainsi: "L'EMPRISE DES CANNIBALES".

Contrairement à ce que vous avez porté sur la fiche d'inscription, le film sous rubrique n'est pas la version d'un film intitulé "CANNIBALS", mais bien celle d'une production portant le titre original italien "MONDO CANNIBALE".

Vous me voyez désolé d'avoir à vous faire part que votre soumission se solde par un refus technique, le Bureau se trouvant évidemment, dans l'impossibilité de viser un même ouvrage sous deux titres différents.

Veillez agréer, cher monsieur Dydzak, l'expression de mes sentiments les meilleurs.

Le Président,

ANDRE GUERIN

Monsieur Joseph J. Dydzak
Vice-président
Les Cinémas Global Limitée
1115, rue Sherbrooke ouest
Suite 302
MONTREAL
Qc H3A 1H3



BUREAU DE SURVEILLANCE DU CINÉMA
FICHE D'EXAMEN

V. antérieure

langue français

métrage

s.t. _____

langue

1ere instance (X)

s.t.

révision ()

cat.

v. modifiée ()

date visa

TITRE (écran) EMPRISE DES CANNIBALES, L'

V.O. MONDO CANNIBALE

Ver : 8129 / 2469 / 90'

documentation

FRA: 82'

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format : 70 () 35 (X) 16 () vidéo-cassette () n/b () c (X)

nationalité et année : ESP-FRA⁸⁰

production : EURO CINE / MAGNA FILMS

réalisation : Jess FRANCO

interprétation : Al CLIVER, Sagrina SIANI,
Anouchka, Candy COSTER

Titre et générique français au début et rien fin film

amis	cin	f&t	pos	tim
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cdf	fb	ifj	scc	var
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VS :	AG	PS	<u>JJT</u>	<u>GD</u>	ED	FA

PRÉSIDENT DU JURY

Silles Desmisseaux

DATE	CATÉGORIE
09.12.82	14ans

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F.A. soumis le 10.01.83 refusé _____ accepté ✓ par GD

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Nouv. aff. soumise le _____ refusée _____ acceptée _____ par _____

Photos soumises le _____ refusées _____ acceptées _____ par _____

Version du film

visé le dans la catégorie sous le no

83.01.10 B

Copie Ben 35 mm no 243521-7 Titre et gén français au début et rien fin film 19.03.83

Copie Den 35 mm no 243605-1 Titre et gén français au début et rien fin film 26.01.83

TITRE

EMPRISE DES CANNIBALES, L'

DATE D'EXAMEN 09.12.82

DISTRIBUTEUR KARIM

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TOUS () 14 (X) 18 () REFUS () NON LIEU ()

À L'USAGE DES MEMBRES DU BUREAU

L'EMPRISE DES CANNIBALES

GENRE: Epouvante.

THEME: Lors d'une croisière dans les tropiques, un père perd sa fille qui est littéralement enlevée par des cannibales alors que sa femme est tuée ^{pour} sans leur servir de repas. Plusieurs années après avoir été incarné et suivi par des psychiatres, il revient sur les lieux à la recherche de sa fille. Cette dernière, maintenant devenue déesse de la tribu, est finalement retrouvée par le père. Un combat s'ensuit dans lequel le chef de la tribu perd et où le père peut recevoir et ramener sa fille avec lui.

APPRECIATION: Le film est d'une "connerie" lamentable. La réalisation dans tout ce qu'il y a de plus insipide n'inspire qu'un ridicule ~~et~~ des plus pitoyables ~~dépérissent~~.

CLASSIFICATION: 14 ANS

JUSTIFICATION: Le film s'apparente beaucoup à un autre film semblable du même genre: "LE LAC DES MORTS-VIVANTS" classifié 14 ANS. On y retrouve des éléments semblables d'épouvante, les mêmes scènes sanguinaires avec membres et visages défaits. L'érotisme peu prononcé ne présente de véritable problème. A l'instar de la France, le jury en fait un 14 ANS.


SIGNATURE

Montréal, le lundi 29 novembre 1982

Cher monsieur Zaloum,

OBJET: "L'EMPRISE DES CANNIBALES"

Vous avez envoyé pour examen, le 23 novembre 1982, une copie d'un film franco-italien intitulé "L'EMPRISE DES CANNIBALES" dont le métrage vérifié par nos services techniques est de 8129 pieds/2469 mètres/90 minutes, tandis que la version originale de ce film a un métrage de 7335 pieds/2260 mètres/82 minutes.

On se trouve donc devant une copie non conforme à l'original et enrichie de huit (8) minutes). Il va de soi qu'avant d'entreprendre l'examen de la présente copie, il faudra qu'on nous apporte une justification pertinente du producteur quant à cette disparité de métrage.

Veuillez agréer, cher monsieur Zaloum, l'expression de mes sentiments les meilleurs.

Le Président,

ANDRE GUERIN

Monsieur Jean Zaloum
Les Productions Karim Inc.
625, ave du Président Kennedy
Suite 509
MONTREAL
Qc H3A 1K9

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1.12.82
1hre45

à M. Guérin de CNCP TELEGRAMME

de Paris, France:

Nous, Eurocine producteur du
film "MONDO CANNIBALE" appelé dans sa version
étrangère "EMPRISE DES CANNIBALES" durée 90 min.,
certifions avoir cédé les droits à Karim Productions.

Daniel Lesoeur, Eurocine
33, Champs Elysés
75008 Paris

NB: CNCP enverra une copie du télégramme.

D.P.