

Lee-Anne - Arguments against the matter being struck out:

We have made our submission to VCAT to have a matter heard concerning breach of contract, which occurred June and July of 2009, and it had been accepted. On the matter of breach of contract between a business and individuals who engage them we have the right to seek redress for the wrong doing of a business, as does any Victorian, through VCAT.

If permitted to proceed with our right to take the matter to VCAT we will demonstrate that though WE adhered to all of our responsibilities as stated within the contract we signed with Mr Cripps and his various entities that HE did not. We will further argue and show that this caused us loss; in terms of professional embarrassment, personal hurt, and financial loss in the form of expenditure without the paid for ability to recoup potential income to off-set that loss. We can also show that Mr Cripps as Director of GLG made unilateral and un-agreed to changes to the contract with us, and that was in breach of his contract, and that he did this in ways which breached the contract's stipulation that he must first gain our prior agreement before proceeding with changes.

His public declarations on two occasions, that the show, and that we were racist and that he wanted us out of his gallery, declaring we'd be evicted by the police, caused us great professional embarrassment. He informed us he knew people more scary than us when we merely stood our ground and declared our rights as hirers and that as per the contract we were there within the times allowed us by the contract and that he could not evict us. In reply to our list of written grievances, which we sent following his second public denouncement of us, Mr Cripps informed us by reply email that he disagreed with our version of events and that now he and his staff were made uncomfortable by Mr Vakras' presence. He wrote that any visit by us would require prior arrangement and that he must be present in the gallery during every visit made by us. In writing he effectively barred us from supporting our show. We had paid in full for the hired space, as required before the installation and had fully and efficiently completed all our other responsibilities with regard to the contract. Mr Cripps contract meant nothing to him and this is our claim. So we want a full refund for the money we paid him as we were never allowed to enjoy and support the show we hired his gallery space for and we have requested costs due to the lost opportunity on sales of our works and self-published catalogue.

We informed others of our experience in 2009. In April 2011 Mr Cripps pursued us into The Supreme Court claiming Defamation and that we not he, destroyed his business. In August 2011 we sought remedy for the breach of contract by Mr Cripps through VCAT. In November 2011 the first hearing was cancelled due to Mr Cripps' overseas commitments. In December 2011 the next hearing was cancelled due to Mr Cripps and his counsels affidavit request to have the matter struck out. A further directions hearing on this matter was again delayed due Mr Cripps' other commitments. Finally we are here today and we hope more procedural delay may be averted.

This is a boiled down abbreviation for events, we do not think it needs to be more detailed than this.

We say we have a legitimate legal grievance to present and one that is up to us to prove. VCAT thought it appropriate to schedule for hearing and we are seeking your further permission to do so as well so we may exercise our right to seek remedy for that legitimate grievance.

Mr Cripps as his various entities is suing for defamation because we publically 'told on' him for his unprofessional behaviors and treatment in the course of a business relationship.

No matter an outcome in VCAT the Defamation matter will proceed regardless.

Defamation has its own complexity and to assert that a breach of contract matter will be dealt with in defamation proceeding is wrong. The breach of contract matter has been and will further become subsumed by the complexity of defamation law as its own interests and course are set down. These are very different matters. Defamation considers to what extent the injured party was injured and is disinterested in remedying what might have inspired the defamation even though it takes that into consideration. Defamation is interested in protecting reputation whether that reputation is good or bad to begin with.

Conversely a breach of contract deals with the demonstrated facts and is not interested to consider any motivation for what inspired the breach in the first place. It is interested in objective proofs. VCAT will not be interested to consider how writing about a breach of contract might be considered defamatory at all in order to decide if a breach of contract occurred.

Keeping these matters separate and to be heard in their respective jurisdictions is the best course for each as they will be heard and decided upon in terms of their proper legal framework and context.

In our humble opinion Mr Cripps' and his council seem to want a hearing for whether a breach of contract matter should be struck out as though it were a preliminary defamation trial of a trial. This would be in our view a misuse of everyone's time and of the courts' resources and facilities.

VCAT remains the better-equipped and the more appropriate jurisdiction in which to have the breach of contract matter heard and it is our right for it to be heard and decided upon in proper course.

Thankyou

Notes for oral submission to Supreme Court/VCAT by Lee-Anne Raymond.

From: -----@supremecourt.vic.gov.au

Subject: C5251/2011: Vakras, Raymond v Redleg Museum Services Pty Ltd, Cripps

Date: 27 April 2012 11:49:37 AM AEST

To: taojianglawyers@optusnet.com.au