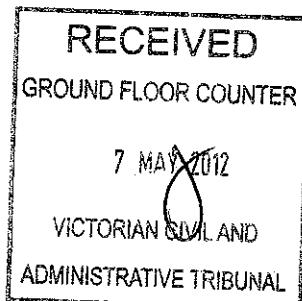


AT MELBOURNE

VCAT REF: C5251/2011

BETWEEN

Demetrios Vakras



First Applicant

Lee-Anne Raymond

Second Applicant

And

Redleg Museum Services Pty Ltd

First Respondent

Robert Raymond Cripps t/a Guildford Lane Gallery

Second Respondent

POINTS OF DEFENCE

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Filed on behalf of:

The Respondents

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1. This Point of Defence is made on behalf of Redleg Museum Services Pty Ltd (**Redleg**) and Robert Cripps (**Cripps**), the First and Second Respondents in this matter, in reply to the Applicants' (**Vakras** and **Redmond**) Application filed in August 2011.
2. Redleg was at all material times a company duly registered pursuant to the law of the State of Victoria.
3. At all material times, Redleg carried on business under its registered business name, Guildford Lane Gallery.
4. Cripps is a director of Redleg and was at all material times the director of the business known as Guildford Lane Gallery.

5. In January 2009, Cripps and Yolande Pickett (the manager of Guildford Lane Gallery) met with the Applicants to discuss the Applicants' upcoming exhibition at the Guildford Lane Gallery and the space they intended to hire.
6. On 17 March 2009, the Applicants signed the Exhibition Agreement between themselves and Guildford Lane Gallery. Yolande Pickett signed the Exhibition Agreement on behalf of the Guildford Lane Gallery on 25 May 2009. A copy of the signed Exhibition Agreement is attached and marked "A".
7. The Respondents deny the allegation by the Applicants on page 2 of the summary of claim dated 1 September 2011, that "*after final payment the gallery began to alter without consultation what had been agreed to...*"
8. The Respondents deny that it was a term of the Exhibition Agreement that the Guildford Lane Gallery would sell the Applicants' publication. Moreover, clause 11 of the Exhibition Agreement specifically states:

"For the avoidance of doubt, the Gallery is not the Hirer's Agent and is not entitled to a commission for the sale of the Hirer's work, nor is the Gallery responsible for the production, sale, administration, marketing or direct agency of the Hirer."

9. The Respondents also deny that Cripps, or Ms Pickett on behalf of the Respondents, represented to the Applicants or either one of them, that the Guildford Lane Gallery would be responsible for or would sell the Applicants' publication.
10. The Respondents deny that at the opening of the exhibition Cripps:
 - (a) yelled and screamed at the Applicants accusing them and their exhibition of being racist; or
 - (b) asked them to leave.
11. The Respondents admit that Cripps placed disclaimers around the exhibition to warn the public that the views and opinions expressed by the artists in relation to the artwork on display, was not the views of the Guildford Lane Gallery or its staff. Cripps had warned the Applicants that he would need to do this if Vakras would not write his essays about his pieces of work in a more simple manner.
12. The Respondents admit that there was a sign at the bottom of the stairs in the Guildford Lane Gallery, leading up to level one, which said WARNING, but this sign had nothing to do with the exhibition on level one. The WARNING sign was not a disincentive to

anyone visiting the Guildford Lane Gallery. It had nothing to do with the exhibition by the Applicants.

13. The Respondents say that on 24 June 2009:

- (a) Cripps entered the Gallery space where the Applicants were exhibiting their artwork.
- (b) Cripps said to Vakras words to the effect that he had asked Vakras to give Cripps a ring when he was coming in and that Vakras had chosen not to do that.
- (c) Vakras said to Cripps words to the effect that he had leased the space and he could come and go as he chose. 
- (d) Cripps then said to Vakras words to the effect that he could come and go as he chose but that Cripps wanted Vakras to let Cripps know that Vakras was coming.
- (e) Vakras then said to Cripps words to the effect that Cripps was a Neanderthal, and that Cripps had no idea at all about art.
- (f) Vakras and Cripps then had an exchange about Vakras' essays that accompanied his art and Cripps expressed his view that the essays needed to be made more simple. 
- (g) After further heated exchanges between the Vakras and Cripps, Cripps told Vakras that he wanted him to leave the Guildford Lane Gallery on that occasion.

14. The Respondents deny that they stipulated at any time that prior notice had to be sought before the Applicants attended the Guildford Lane Gallery. 

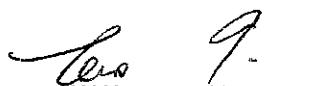
15. The Respondents say that the suggestion that prior notice had to be "sought" before the Applicants attended the Gallery suggests that they had to obtain permission before attending. The Respondents deny this was the case.

16. Rather, because of the behaviour displayed by Vakras prior to 24 June 2009, in an email dated 26 June 2009 to Raymond (copying Vakras and others), Cripps asked that:

- (a) the Applicants ensure that Cripps, Guildford Lane Gallery staff and volunteers not be approached by Vakras without prior notification, as "*he has made myself, staff and volunteers feel very uncomfortable*" (see Annexure "B"; and

- (b) the Applicants notify Cripps personally when they would be attending the Guildford Lane Gallery so Cripps could make sure he was on site as the director of the Gallery. Cripps stated that “[t]his is just in case you have any needs that must be met, in which case staff and volunteers do not wish to be involved and you will need to deal with me directly.”
17. The Respondents deny that they barred the Applicants’ attendance at the Guildford Lane Gallery for the duration of the exhibition. Rather, in his email to the Applicants dated 26 June 2009, apart from his request that the Applicants notify him of attendance as set out above, Cripps made it clear that “*I think it best that both parties agree to leave the other to their own business and forget trying to resolve the disagreements and misunderstandings. This way you and Demetrios are able to bring people to your exhibition as you wish and we will continue to do our work without further interaction. You can be assured that we will not interrupt you and that you [sic] guests will feel comfortable in the gallery.*”
18. The Respondents deny the allegation on page 5 of the Applicants’ summary of their case dated 1 September 2011, that the Applicants were “denied access” to their show. Rather, the email from Cripps to the Applicants dated 26 June 2009 makes it quite clear that they were free to continue bringing people to their exhibition and to get on with their own business without any further interaction with Cripps.
19. The Respondents say that any decision by the Applicants to “abandon” their show was their decision alone and not one forced upon them by the Respondents.

Dated: 7 May 2012



Tao Jiang

Tao Jiang Lawyers, solicitors for the Respondents