

**THE SUBTENANTS' LUNCH**

Long Prawn + Nick Modrzewski + Discordia Gallery

## CHARACTERS

**LANDLORD:** Confident, busy, dismissive, arrogant.

**REAL ESTATE AGENTS:** Waitstaff who show the SUBTENANTS around and deliver food and information. Explains the dish name and ingredients.

**VARIOUS SUBTENANTS:** The paying guests who attend the lunch

**NICK MODRZEWSKI:** Artist and lawyer, advises the LANDLORD at various points on the legal niceties of his contract.

**TRUMPETER:** Blows trumpet

*\* NOTE: All actors can use notes or the script when delivering their lines - it is not necessary to memorise the script.*

**SCENE 1: ARRIVAL**

**INT. CATHEDRAL ARCADE**

As the VARIOUS SUBTENANTS arrive, they are greeted by the REAL ESTATE AGENTS, who hold clipboards and mark off names. The REAL ESTATE AGENTS act as if everyone has arrived for an 'Open for Inspection' and say various things, including:

REAL ESTATE AGENTS:

Welcome, can I grab your name?

Have you registered today?

You'll be able to see the premises shortly, just head inside and won't be too long.

When 5 or so SUBTENANTS have arrived, one of the REAL ESTATE AGENTS will take them into the lift and up to DISCORDIA GALLERY.

**SCENE 2: MEETING THE LANDLORD**

**INT. DISCORDIA GALLERY**

The VARIOUS SUBTENANTS are ushered into DISCORDIA GALLERY by a REAL ESTATE AGENT. The Tipple, *Celebrate a Morning's Bidding with a Dalgona Martini* is delivered to the VARIOUS SUBTENANTS as they look around the gallery.

REAL ESTATE AGENT:

Dalgona Coffee is a South Korean preparation of instant coffee. With sugar and vigorous whipping, the coffee is elevated to a rich, velvet like foam which rests effortlessly on milk. In lieu of the lactose, vodka is called upon to stiffen things up.

A drink like this is best consumed after a morning spent bidding on various properties in an attempt to expand one's property portfolio.

After the VARIOUS SUBTENANTS have spent around 5 minutes in the space, the LANDLORD confidently enters DISCORDIA GALLERY. THE LANDLORD is holding a clipboard with a copy of the Contract for The Subtenants' Lunch.

REAL ESTATE AGENT hands out contracts.

LANDLORD

Hi all, so if we can just crowd round here that'd be great. Ok, keep 1.5 meters apart, thanks. Ok. So I'm the Landlord at this premises, the Nicholas Building, and I'm a representative from the Nicholas Building Association. We own this building and all the spaces contained herein. We lease spaces like this one to over 80 different tenants.

Right. Now. We're obviously standing in DISCORDIA GALLERY, which is presently on a month by month commercial lease and by attending here today you'll all be signing up to a pretty straightforward subtenancy that will facilitate and regulate your lunch experience.

Admittedly it's a late lunch, almost a dinner, however I'll take you to the definition section in section A.1 of the contract:

***lunch*** means solid or semi-solid foodstuffs and liquids including but not limited to fine natural wines, unshackled chef food

and high-market vegetable produce, eaten throughout the day or evening and is not limited to food consumed at "midday" or a time commonly known as "lunchtime" and for the purposes of this contract includes food eaten between the hours 6pm and 9pm.

Okay. So you'll all have a chance to read through this contract properly when you go downstairs. But as you'll see just from a quick flick through, it's a relatively short contract, nothing too much to worry about, but I'll take you through a couple of the key clauses now.

So starting out right on page one we can see the various parties - there's us, The Nicholas Building Association, we're the Landlord at the top of the pyramid then moving down we've got DISCORDIA GALLERY which is operating pursuant to a subtenancy arrangement with LONG PRAWN who are organising the lunch, PABLO BRITTON, subcontractor, he'll be your Chef today, then there's NICK MODRZEWSKI, the artist who made the works in this gallery. He's also a lawyer, he's my lawyer, and he'll be assisting me where necessary today with any fine details to do with the contract.

Now, LANEWAY LEARNING PTY LTD have made a special arrangement with DISCORDIA GALLERY whereby LANEWAY LEARNING PTY LTD have agreed to lend chairs and tables to DISCORDIA GALLERY for the purposes of this Lunch.

Then of course downstairs where you'll be lunching today we have CATHEDRAL COFFEE

which is a "café" or "coffee shop" and they'll be providing the requisite licensing requirements for this event to take place as well as providing coffee and certain alcoholic beverages as has been arranged between LONG PRAWN and CATHEDRAL COFFEE.

Then, finally, there's you - the soon to be VARIOUS SUBTENANTS of this premises and the downstairs premises at the Cathedral Arcade.

As you will see when you read the contract there are various vacant areas where you'll be required to either print or sign your name. Nothing to worry about there. You'll also need to initial each page at the bottom. Nothing to worry about there either. And you'll see that by signing this contractual agreement you will be afforded a number of rights pursuant to the agreement, including the rights to use the Chairs, Tables and Miscellaneous Kitchenware. As you will no doubt see, 'Miscellaneous Kitchenware' is defined in the contract under the Definitions and Interpretation section, Section A.1: miscellaneous kitchenware means knives, forks, spoons, plates, bowls, cups, napkins, table-cloths and chair coverings.

The LANDLORD, that's me, retains the right to inspect any or all of these items for damage at any time during the duration of the tenancy - you can read about that in more detail at clause 4.2 and 4.3, and you'll see at clause 5 your various rights with respect to the lunch itself, and

finally at Schedule 1 you will see the lunch items that you will be leasing today pursuant to this agreement, including solid or semi-solid foodstuffs and liquids including but not limited to fine natural wines, unshackled chef food and high-market vegetable produce. Each of those terms are of course defined in the Definitions section.

That's enough from me for now - please move immediately back downstairs and take your seat at the table where you can read through the contract and decide if you'd like to sign up for the SUBTENANCY today.

Just keep in mind that there's no pressure to sign but if you *do* want to enjoy the lunch-rights afforded under the contract we will be needing a signature from you today.

The LANDLORD exists DISCORDIA GALLERY

REAL ESTATE AGENT

Please follow me back downstairs to your seats.

**SCENE 3: READING SUBTENANCY AGREEMENT**

**INT. CATHEDRAL ARCADE**

The REAL ESTATE AGENTS assist the VARIOUS TENANTS to take their seats.

REAL ESTATE AGENT

VARIOUS SUBTENANTS - may I have your attention please?  
Thank you. Please review the contracts you've been provided. Ensure you read each of the terms carefully,

initial every page and sign the document. This will formalise the agreement and your relationship with the parties described on the first page.

Once the VARIOUS SUBTENANTS have been seated, the REAL ESTATE AGENTS circle the room and ensure that the VARIOUS SUBTENANTS are filling out their contracts correctly (i.e. printing their names on the front; initialling each page; drawing their attention to Schedule 1; signing).

After about 5 minutes...

#### **SCENE 4: POST SIGNING SUBTENANCY AGREEMENT**

##### **INT. CATHEDRAL ARCADE**

Once the VARIOUS SUBTENANTS have completed reading and signing the contract:

REAL ESTATE AGENT

May I have your attention please, VARIOUS SUBTENANTS. You should have now all completed your contracts. Congratulations - you are now formally Subtenants for the duration of this lunch.

Please note that you will now have been provided with your first wine, a Yarra Valley Syrah and Chardonnay. No Australian wine can ever be enjoyed without an understanding that the sovereignty of the lands on which it was made has never been ceded. We are gathered here on the unceded lands of the Wurundjeri people of the Kulin Nation. We acknowledge their continuing connection to land, sea and community. We pay our respects to their Elders, past and present, as well as to all Aboriginal and Torres Strait Islander people.



Please now prepare to enjoy your meal, the details of which you can of course find at item 4 of Schedule 1 of the contract.

**SCENE 5: INSPECTION**

**INT. CATHEDRAL ARCADE**

TRUMPETER:

*[Blows trumpet loudly]*

REAL ESTATE AGENT:

All stand for the entrance of The Landlord.

THE LANDLORD enters via the stairs, followed by NICK MODRZEWSKI who is carrying a briefcase and lots of paper. **Note that there should be dirty plates on the table at this time.**

LANDLORD

Thank you. Be seated. This is an inspection.

The REAL ESTATE AGENTS walk around inspecting the tables, chairs and miscellaneous kitchenware. The LANDLORD also wanders around the space as he reads:

LANDLORD

Pursuant to Clause 4.2 of the Contract for the Subtenant's Lunch, if the LANDLORD chooses to provide notice to the VARIOUS SUBTENANTS of an inspection, notice may be given by any method described in section 48 (3) (d) (iv) of the *Land Ownership (Entry and Miscellaneous Rights) Act 1986 (Vic)*, which states:

The Landlord may provide notice by any of the following methods:

1. By providing written notice at least two days before entry is made;
2. By providing notice as at entry vocally or by signalling;
3. By announcing entry by means of trumpet, trombone or obo."

I note that under the Act, notice has been properly given by way of trumpet. For the avoidance of doubt, I'll ask the trumpeter to now blow an additional, ceremonial note in order to formally reiterate that the inspection has now commenced.

TRUMPETER

*[Blows trumpet]*

The REAL ESTATE AGENTS and LANDLORD continue to walk through the space inspecting. Occasionally, the LANDLORD will point to a dirty plate on the table and a REAL ESTATE AGENT will take away the plate. REAL ESTATE AGENTS will also fix people's napkins and brush their clothes. The REAL ESTATE AGENTS also photograph various things around the table with a digital camera.

LANDLORD

Pursuant to Clause 4.3 of the Contract for the Subtenant's Lunch, **Maintenance of chairs, tables and miscellaneous kitchenware** (noting of course that Miscellaneous kitchenware is defined in the Contract in part A.1 as knives, forks, spoons, plates, bowls, cups, napkins, table-cloths and chair coverings) if, as a result of an inspection by the LANDLORD carried out in accordance with clause 4.2 as stated above, the LANDLORD identifies any

damage, uncleanliness or unauthorised wear and tear, the LANDLORD may:

- a. issue one or more of the VARIOUS SUBTENANTS with an infringement notice in accordance with section 7 of the *Infringements Act 2006* (Vic); or
- b. otherwise take reasonable steps to ensure that the chairs, tables and miscellaneous kitchenware are returned to good repair.

The REAL ESTATE AGENTS issue a number of infringement notices.

#### LANDLORD

Furthermore, I will have you all now turn to clause 5.2 **Rights with Respect to The Lunch**: The VARIOUS SUBTENANTS' rights to the lunch are strictly limited to:

- a. immediate consumption of the lunch;
- b. digestion (including chewing and swallowing) of the lunch, including but not limited to any use of the mouth; throat (pharynx); oesophagus (swallowing tube); stomach; small intestine (duodenum; jejunum; and ileum) and any associated function of the pancreas, liver or gallbladder;
- c. with the exception of any nutrients that may have been absorbed through the process of digestion described in paragraph b above, any remainder from the lunch must be returned to the LANDLORD via the colon and deposited in any of the washroom facilities located throughout the premises.

Now, we're confident we can rely on this clause and enforce it against any of the VARIOUS SUBTENANTS in the room. The authority for our position can be found in the authoritative text on the issue, *The Knees and Ankles of a Landlord* by Nick Modrzewski, a Limited Edition, hand bound book on 120gsm Stephen Gesso paper with Buckram Hardcover and gold foiled lettering, which is specifically referenced in Schedule 1 items 1, 2 and 3 of the Contract for the Subtenant's Lunch.

I'll now call upon Mr Modrzewski to read from the relevant section of the text, Chapter 4, page 65, paragraph 4.01:

NICK MODRZEWSKI

[READS FROM BOOK]

The English philosopher, John Locke (1632-1704), wrote down some of his ideas about property. One important idea was the idea that property is derived from labour - individual ownership is justified by the labour exerted to produce the goods.

According to Locke, "things" start out in a State of Nature - they are commonly owned by all (or by none) - they are frolicking around in a natural state of non-ownership. "Things" might include trees, animals, insects, fields of wheat - they're all just sitting there in "the Commons". But humans are different. Humans supposedly have property in their own "person". They start out owning themselves. That "property" can grow through the application of labour. So, by ploughing the field of wheat, by toiling away out there, a person might convert that commonly owned field into an individually owned field.

Locke wrote:

It is as if one has an invisible arena round oneself, being the realm of Property. What might one invite into this arena? Or what might one capture and drag, as it kicketh and scream, into this arena? One might grab and drag anything - that bird or that horse or that flat stretch of greenery. I might take all of it.

In this way, humans grow. They expand. Moving through the world, working on this or that, labouring away, they lasso more and more stuff, dragging things into their private realms and making them their own. The Landlord, of course, is always growing. The Landlord, swooping through new suburbs on a Saturday afternoon scanning for properties. The Landlord, lowering those \$120 sunglasses down the nose to get an unmediated view of the land. "We'll bring the surveyor in probably next week on Tuesday," she says, "yep. We wanna make sure it all aligns with the title boundary".

That's her. There she is. She's looking through your window wondering what your square meterage is. She's inspecting the fences. She's peering through the gate down the side of the Property.

"Does it go all the way to the end?"

"How far down can we dig?"

She grows. She stalks the land, spreading herself across it. Those buckled legs sticking in and then out of the grass, that blue t-shirted husband following behind her, the bottoms of his denim jeans folded neatly over his ASICS runners

("My work uniform!" he often jokes - the coincidence being that he is a Forensic Analyst at the Australian Securities and Investment Commission (ASIC)).

Their property portfolio is covered in skin. It bakes in the afternoon sun as they celebrate a morning's bidding with 2x Espresso Martinis. Over time, they have dragged many items into their property orbit: IKEA lamps and an ice-cream maker, forks, carpet, a holiday cottage in Castlemaine, various washing machines, a Burmese cat, 3 separate vehicles (over a fifteen-year period), printing paper. A printer. An investment property near Geelong. Many things. Too many to list. Candle holders etc.

Of course, we must not read Locke too literally. The Landlord and her husband do not physically apply labour to each of the "things" listed above. Rather, their labour is filtered through the medium of their jobs. She, a Real Estate Agent. He, a Forensic Analyst. They are a good team. The Lending Representative from Westpac Banking Corporation was very impressed with their dual income streams many years ago when they applied for their first Home Loan.

"The double whammy!" quipped the Representative, "nah, no dramas."

Thank you. Please stand for the exit of the Landlord.

TRUMPETER

*[Blows trumpet]*

The LANDLORD and NICK MODRZEWSKI exit.

**SCENE 6: SWEETS**

**INT. CATHEDRAL ARCADE**

The VARIOUS SUBTENANTS are served the Honeycomb dish followed by Tea/Coffee.

**SCENE 7: EVICTION**

**INT. CATHEDRAL ARCADE**

The VARIOUS SUBTENANTS have just been served tea/coffee.

REAL ESTATE AGENT

VARIOUS SUBTENANTS may I have your attention. The time is now Xpm. Pursuant to clause 2.1 of the Contract for the Subtenant's Lunch you have now technically reached the end of your tenancy.

Another REAL ESTATE AGENT hands out the Notice to Vacate.

REAL ESTATE AGENT

Please read carefully the document that is being provided to you now. Upon receipt, you may either exit immediately or continue the tenancy on a minute by minute basis for a maximum of thirty minutes. Thank you.