

FILE

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

CANBERRA:
DAVID C. D. HARPER, B.A., LL.B.
PAMELA M. COWARD, B.A., LL.M. (ASSOCIATE)

92-96 NORTHBOURNE AVENUE
CANBERRA CITY

TELEGRAPHIC & CABLE ADDRESS
"ABATOUT," CANBERRA

SYDNEY:
JAMES NEILL CREER
PETER MARSHALL WILKINSON, LL.B.
KENNETH LEA ADDISON
VICTOR FRANCIS KELLY LL.B.
KENNETH JOHN PALMER, B.A., LL.B.
ROBERT WILLIAM MCCORMACK
WILLIAM JAMES HENTY, LL.B.
MICHAEL LANCASTER OATES
JOHN DAVID EDELMAN

AND AT 60 MARTIN PLACE SYDNEY

TELEPHONE: 49-7788
CANBERRA DOCUMENT EXCHANGE 22

YOUR REF.
OUR REF. RM.8537

PLEASE ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 828
CANBERRA CITY, A.C.T. 2601

3rd September 1976

The Secretary,
Urambi Co-operative Community Advancement
Society Limited,
P.O. Box 666,
CIVIC SQUARE A.C.T. 2608

Dear Sir,

re: SALE TO BUTLER & EVANS-BUTLER
UNIT 11

Further to your telephone call of the 19th August 1976, we wrote to Messrs. Snedden Hall & Gallop, the solicitors for the purchasers the next day.

We have not yet received an answer to this letter, and accordingly we sent a following letter today. We trust this problem will be resolved in the very near future.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per: *R. J. Moloney*

Phone call 8/9/76 - Michael says he would attend to payment of the deposit monies. Note to Parliament House to ask him to return a signed withdrawal form for \$3600⁰⁰ for Buni Neomant 1/2.

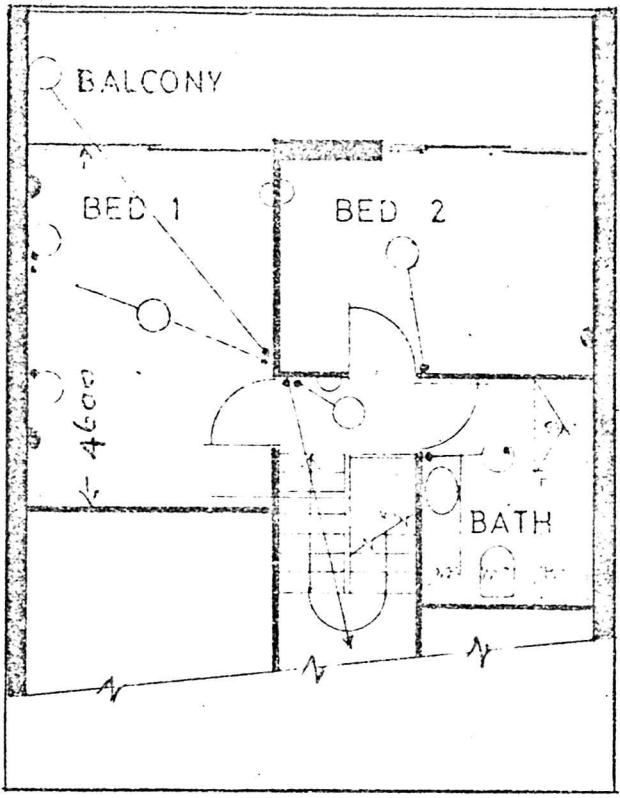
*Received \$3600
Mtl.*

*Dore
J. M. Watson
Sep 76*

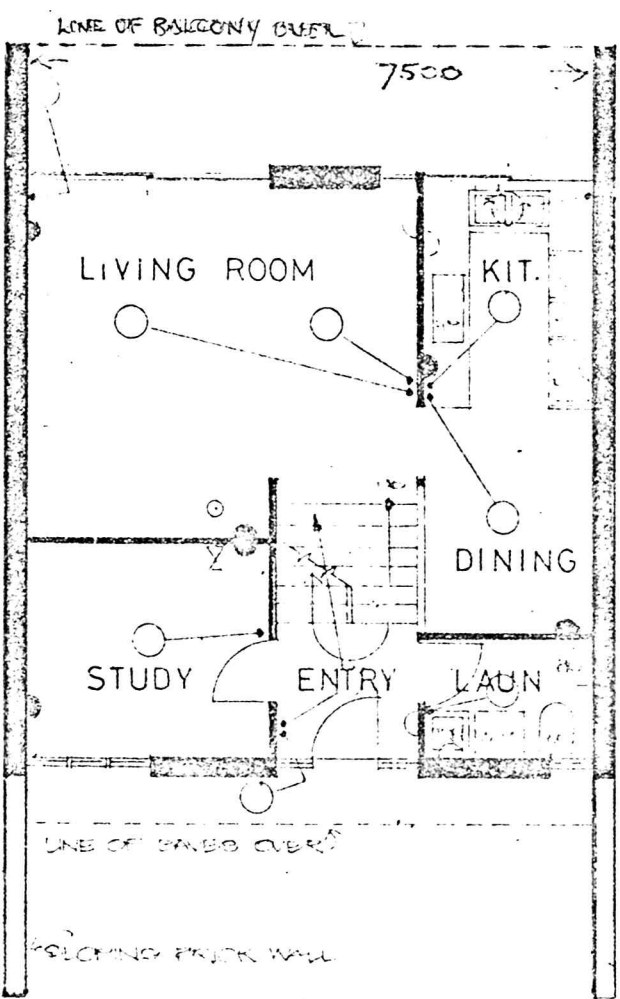
HOUSE 11

108.5 sq metres
 + 12.4 sq metres
 of balcony
 (11.4 Squares)

PRICE: \$41,200.



UPPER

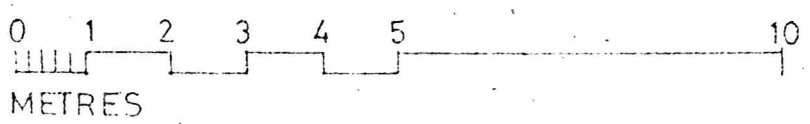


Kitchen Bench
 Top - WHITE
 Fronts - BLACK

Completion in
 May

LOWER

U3b



Snedden Hall & Gallop

Barristers & Solicitors

1st Floor, T & G Building,
39 London Circuit,
Canberra City, A.C.T. 2601
P.O. Box 794
Telephone 488 111
STD 062

~~Not a Solicitor~~

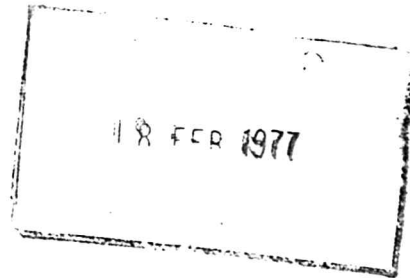
Stuart F.C. Wilcox LL.B.
William N. J. Swan LL.B.
E. David Landner LL.B.
Gregory A. Stretton B.A. LL.B.
Raymond J. Jenkins

Your Ref RM. 8537

Our Ref 32296/10/26

17 February 1977.

Messrs. Abbott, Tout, Creer &
Wilkinson,
Solicitor,
DX 5622,
CANBERRA.



Dear Sirs,

Re: Butler Purchase from Urambi Co-operative - Unit 11
in Units Plan 119

We refer to previous correspondence in this matter.

Our clients have instructed us to write to you in order that you may seek instructions from your client releasing our clients from their Contract. In support of our clients' request, they would like to make the following points:

1. Delay Our clients believe there has been undue delay in the completion of the project. They paid a deposit on 12 October 1974. A couple of months later they were told that the project would be completed at the end of 1975. Since October 1974 the completion date has been constantly revised. The delay has forced our clients to rent other accommodation with consequent loss.

*NO -
Bank of
Deposit
actually
paid on
17/9/1977*

2. Contract Price and Surcharge When our clients joined the Co-operative, they were informed that the type of house selected by them would cost \$38,500.00, including their share of the community facilities. That estimate subsequently went up to \$50,709.00. Consequently, our clients had to change their selection and take a smaller unit - Unit 11. In 1976 our clients were overseas. They could obtain no clear advice from the Co-operative about certain changes in the project and they instruct us that they had to return to Australia to settle the matters direct with the Co-operative. This trip cost them \$750.00.

Not here - Mr Butler could not make up his mind about what to do w/o face to face discussion. / 2

Messrs. Abbott, Tout, Creer, &
Wilkinson

32296/10/26

17/2/77

With regard to the surcharge, our clients/^{raised}with the Co-operative in February 1976 certain questions of design about the original house. They were then informed by the Co-operative that they would be able to incorporate these changes - but at an extra charge. This advice was contrary to an earlier undertaking by the Co-operative that our clients' design features would not be the subject of additional costs. The increases sent the price of the original unit from \$38,500.00 to \$50,709.00. *not the only factor*

3. Architectural Specifications We are instructed that the Co-operative originally agreed that members could consult architects about the design of the units which, within certain limits, would be met. Our clients then entered into certain consultations with the architect and design undertakings were given them. These undertakings were not kept. Our clients then had to change their selection of unit and we are further instructed that the Co-operative then abandoned all its previous undertakings with respect to design features of the individual units. *Yes - special design drawn + accepted*
Not true
Not true

4. Community Facilities We are instructed that it was an integral part of the initial offer by the Co-operative that prospective members would have a part share in certain community facilities. This aspect in particular persuaded our clients to join the Co-operative. However, the original proposal for community facilities has now been substantially varied and reduced so that our clients would no longer be part owners of, or be able to enjoy, these community facilities. Our clients say this revision of the original concept makes the project altogether different from the one they had been promised. *Not true*
squash count out

5. Resale It was proposed that each individual would have full rights to dispose of his unit at any time. However, we understand that the Crown Lease now contains a provision similar to Clause 3C of new Crown Leases whereby our clients have to obtain the Minister's consent to sell within five years after registration of the Units Plan. Our clients say that the value of the unit will be reduced accordingly. *under the normal conditions of the Act*
NO.

Our clients request is that they be released from the terms of the Contract with the Co-operative and that the sum of \$4,000.00 be returned to our clients forthwith. Our clients say that the Contract is now basically and fundamentally different from the one of a year ago. *NO.*

Our clients would prefer to leave this proposal as a request to the Co-operative for the next seven days for the followings reasons.

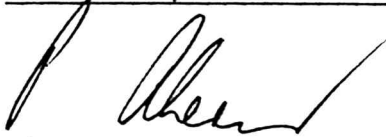
Messrs. Abbott, Tout, Creer, &
Wilkinson

32296/10/26

17/2/77

First, our clients would be prepared, at this stage, to waive their damages in consideration of the Co-operative releasing our clients from the terms of the Contract and refunding the sum of \$4,000.00 to our clients. Secondly, our clients hope that it will not be necessary to deliver formal notices and demands on the Co-operative in respect of this matter.

Yours faithfully,
SNEDDEN, HALL & GALLOP,



P. AHERN.

Not too veiled threats.

Typical of Richard Butler.

Legal.

**ABBOTT TOUT CREER & WILKINSON
SOLICITORS**

CANBERRA:
DAVID C. D. HARPER, B.A., LL.B.

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CANBERRA DOCUMENT EXCHANGE 22

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YOUR REF.
OUR REF. **RM.8537**

PLEASE ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 828
CANBERRA CITY, A.C.T. 2601

23rd February 1977

23/2.

The Secretary,
Urambi Co-operative Community Advancement
Society Limited,
P.O. Box 666,
CIVIC SQUARE A.C.T

Dear Sir,

re: URAMBI TO BUTLER & EVANS-BUTLER
UNIT 11

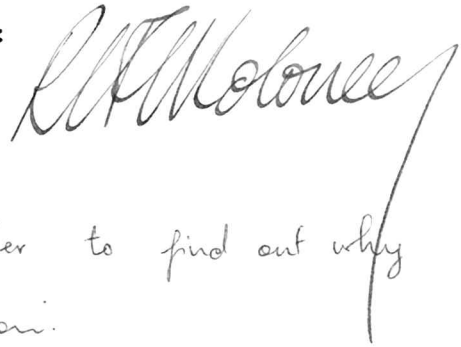
We enclose a letter which we received on the 18th February 1977 from Messrs. Snedden Hall & Gallop, the solicitors for the purchaser in this matter. We feel it is self-explanatory, and we would appreciate your considering it and letting us have your comments so that we may answer it as soon as possible.

We also enclose an unopened letter which we received on the same day from the Co-operative Federation of New South Wales Limited.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



Alastair - who should do this.

② Talk to Butler & Evans-Butler to find out why they are now taking this action.

① Ascertain from R.M. how valid the S.H. & G. letter is to give us the edge in any talks with B and E-B.

Status of conversation with B & E-B.

Legal File

9 March 1977

Abbott Tout Creer and Wilkinson,
92-96 Northbourne Avenue,
CANBERRA CITY

Dear Mr Moloney,

RE: Urambi to Bulter and Evans-Butler - Unit 11

Several members of the Board have corresponded and spoken to Mr Butler from time to time, and all are surprised at the stance he has adopted in his letter. There are factual errors in it, as well as many assertions which seem irrelevant. We would not see that Butler and Evans-Butler be released from their contract without penalty. The points in the letter are answered one-by-one.

1. Delay - The Butlers did not in fact pay their full deposit until 17 September 1976, at which time they would have been able to judge whether the timing was of concern to them, or not. The Society does not have a contractual commitment to deliver a house to its members by a particular date. There have of course been revisions of completion dates, but all members have been inconvenienced by that.

2. Contract Price - The Society was led to understand that the Butlers came to Canberra freely and willingly to have face-to-face discussions with the Society on the alternatives open to them. This followed cordial exchanges of correspondence with the Society. The prices of the original unit do ^{not} seem material to a discussion on Unit 11. Nevertheless, we would put on record that extremely preliminary cost estimates were revised as more definite cost information was available from the builder, etc., and when the design changes requested by the Butlers had been costed.

3. Architectural Specifications - The Society does not agree with the Butlers' statements. The architect did consult with the Butlers; he prepared special drawings of design features requested by them for Unit 30, and was required to put further effort into "standardising" the unit when the Butlers did not proceed. This was a cost to the Society, of course, which has not been reflected in the subsequent contract.

4. Community Facilities - We do not think that there should have been any misunderstandings about the community facilities to be provided, at the time the Butlers signed their contract. Current plans have evolved with time, and in fact Mr Butler attended the special meeting of Society members in May 1975 which discussed scaling down the community facilities. Mention has been made of developments in various newsletters (e.g. 23/10/75).

5. Resale - The conditions for resale are normal for all new dwellings in the A.C.T.

In summary, we do not consider that Mr Butler has brought forward any substantive reason why he should be treated differently from anyone else with a current contract, unless it is to remind us that there have been more than usual "doing and undoing" of contracts, designs and other administrative costs associated with Mr Butler. Further, Mr Butler has been apprised in newsletter that he is free to discuss any of the above matters with members of the Society's board. As far as I am able to ^{as} certain, he has not opted to do this. Please advise him of his obligations should he not wish to proceed to settlement.



D.J. Watson
on Behalf of the Society

2. Contract Price

The Society was led to understand that the Butlers came to Canberra freely and willingly to have face-to-face discussions with it on the alternatives open to them. This followed cordial exchanges of correspondence with the Society. The price of the original unit considered by your clients does not seem material to a discussion dealing with Unit 11. Nevertheless, our client wishes to put on record that the initial cost estimates, which were very much preliminary only, were revised as more definite cost information was available from the Builder, etc., and when the design changes requested by the Butlers had been costed.

3. Architectural Specifications

The Society does not agree with the statements made by your clients. The Architect did consult with the Butlers; he prepared special drawings of design features requested by them for Unit 30, and was required to put further effort into "standardising" the unit when the Butlers did not proceed with the purchase of that unit. The Architect's work was something for which the Society later had to pay, and this cost has not been reflected in the price in the subsequent contract.

4. Community Facilities

The Society does not think that there should have been any misunderstanding about the community facilities to be provided at the time when the Butlers signed their contract. The current plans for the community facilities have evolved with time, and in fact Mr. Butler attended the special meeting of the members of the Society in May 1975 which discussed scaling down the community facilities. Mention has been made of developments concerning the community facilities in various news letters (e.g. that of the 23rd October 1975).

5. Re-Sale

At the time when the lease of the property over which the Units Plan was lodged was negotiated, no mention was made of a restriction on transfer by the Department of the Capital Territory. The insertion of the Clause 5(c), the clause creating the restriction on transfer in the Units Plan came as somewhat of a surprise to our client, and accordingly a new form of contract for the sale of units was drafted and printed. This is the contract which your clients signed, and we refer you to Clause 8 of that contract.

In any event, the Society has to obtain approval to transfer to members, so a consent is given at the time of settlement. This consent has been for a price considerably higher than the final

price charged by the Society, which means that in effect your client could re-sell the unit for a price higher than that paid for the unit without obtaining a further consent.

In summary, the Society feels that your clients want into the project only too well aware of the possibility of various occurrences about which they are now complaining. Many of the points raised by your clients relate to the lengthy period with which they were involved with the Society prior to exchanging contracts, and we cannot see that they can complain about these things with any real justification. The Society is as anxious as possible to ensure that all members are happy with their units, but do not see any reason why your client should be treated differently from anyone else with a current contract. The reasons brought forward by your client do nothing to alter this view, and merely remind our client that there have been more than the usual "doing and undoing" of contracts, designs and other administrative matters associated with your clients. Further, your clients have been apprised in news letters that they are free to discuss any matter with members of the Board of the Society, including those raised in your letter. As far as the Board can ascertain, your clients have not chosen to do this.

We look forward to receiving your reply on the above matters.

We note that our part of the Contract for Sale does not have the year of exchange on it. It is clear from correspondence between your firm and ours that the appropriate year is 1976, and we would appreciate your adding this to your part of the Contract if the year is missing. We have done the same to our part.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

Legal file.

→ David, for yr info.

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

Call.

CANBERRA:
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92-96 NORTHBOURNE AVENUE
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CANBERRA DOCUMENT EXCHANGE 22

YOUR REF.
OUR REF. RM.8537

PLEASE ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 828
CANBERRA CITY, A.C.T. 2601

29th March 1977

The Secretary,
Urambi Co-operative Community Advancement
Society Limited,
P.O. Box 666,
CIVIC SQUARE A.C.T

Dear Sir,

re: URAMBI TO BUTLER - UNIT 11

Following our discussion with Mr. Watson on the 28th March 1977, the writer rang the solicitors for the Butlers, and was advised that the last thing on their file was our letter to them of the 10th March 1977. We have written to them, asking them to let us know what is happening, and will let you know their response in due course.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

R. P. Moloney

Legal

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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GENERAL JOHN McCOURT, B.A., LL.B.
(ASSOCIATE)

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YOUR REF.
OUR REF. RM.8537

PLEASE ADDRESS ALL CORRESPONDENCE TO
P.O. BOX 828
CANBERRA CITY, A.C.T. 2601

7th April 1977

14/4

The Secretary,
Urambi Co-operative Community Advancement
Society Limited,
P.O. Box 666,
CIVIC SQUARE A.C.T

Dear Sir,

re: SALE TO BUTLER - UNIT 11

We refer to the copy of the letter from
Messrs. Snedden Hall & Gallop of the 6th April 1977
which the writer gave to Alastair Christie on that
date. ?

We would appreciate your confirming that the
terms outlined in that letter are basically those that
were agreed upon by the Society and Mr. & Mrs. Butler.

Could you also please provide us as best as
you are able with the details requested in the third
and fourth paragraph of that letter, and also confirm
that the interest you would seek on the outstanding
purchase monies as outlined in the second last paragraph
of the letter is presently running at a rate of 13½%
per annum.

We look forward to hearing from you shortly.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



Alastair
Cl'd you advise
me on this
L

Legal

20 April 1977

Abbott Tout Creer and Wilkinson,
P.O. Box 828,
CANBERRA CITY A.C.T. 2601

Attention: Mr Moloney

Dear Sir,

Your ref: RM 8537
Sale to Butler - Unit 11

It is not possible to provide precise details of the re-sale cost of Unit 11 at this stage. Cost will however be determined by

- Legal and Administrative costs: cost of securing the further exchange of contracts and associated work and cost of releasing Butlers from their current contract, and other work as necessary - in line with previous Board rulings, there is a penalty of \$400 for persons withdrawing a substantial time after payment of the holding deposit. In this case, we consider an amount should be added to cover any legal costs to the Society incurred by the withdrawal process.
- Advertising costs: the Society as a whole currently underwrites all advertising costs; as members of the Society Butlers can expect to contribute to advertising costs incurred to date - we estimate this general contribution to be \$. If however it is necessary to specifically advertise solely Unit 11, the expected cost per advertisement will be \$40. We cannot determine how many, if any, such advertisements will need to be run until exchange of contracts.
- Financial costs: the Society's rate for bridging finance charges will be 14% p.a.

Yours faithfully,



C.M. Lang
(Secretary)

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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CANBERRA CITY, A.C.T. 2601

YOUR REF.

OUR REF. RM.9890

7th June 1977

The Secretary,
Urambi Co-operative Community
Advancement Society Limited,
P.O. Box 666,
CIVIC SQUARE A.C.T. 2608

Dear Sir,

re: SALE OF UNIT 11 TO LLOYD

We confirm that settlement of this matter was effected on Friday the 3rd June 1977.

The settlement statement giving financial details of the transaction is enclosed.

Rates on the unit were not adjusted at settlement, and no doubt you will sort this matter out with the purchaser in due course.

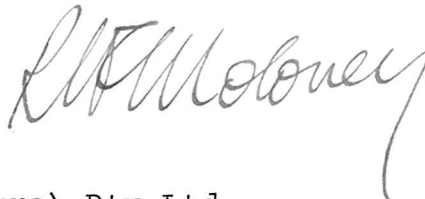
We have notified the Department of the Capital Territory of the change of ownership of the unit, and all future rates and notices should be forwarded to the new owner at her home address.

We enclose a memorandum of our costs and disbursements for acting for you on this sale.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



c.c. Stocks & Holdings (Canberra) Pty.Ltd.