

Conversations with Pat Binnie Re The Decision of
Mr. Munro and Mrs. Binnie Not to Proceed with
Purchase of House 30 November 1976.

- Pat Binnie rang me at work to say that she and Malcolm Munro had decided they could not proceed with House 30. She ~~suggested~~ ^{implied} that this was due to their decision ~~to~~ not to live together.
- Pat apologized for any difficulties this would cause and thanked the Board for the work we had done to arrange their purchase of House 30. She also stated that she wished to rearrange purchase of House 60.
- I said that I was very sorry to hear that they were not going to proceed but that I understood the reasons. I also said that while it would cause complications ~~that~~ it should be possible to arrange ^{her} purchase of House 60. We discussed costs in general and I said that they (Pat and Malcolm) would be expected to cover costs incurred by the Society. Advertising costs were specifically mentioned but interest charges were probably not mentioned.
- Pat ~~at~~ accepted this general approach and I emphasized that the details would need to be worked. We also discussed other options open to Pat and Malcolm and I advised Pat to talk to her solicitor, Mr. T. Higgins. Pat stated she would do that and confirm their intentions.

Received 21.12.76.

Legal

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

Mr Watson
L 22/12.

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

92-96 NORTHBOURNE AVENUE
CANBERRA CITY

TELEGRAPHIC & CABLE ADDRESS
"ABATOUT," CANBERRA

PAMELA M. COWARD, B.A., LL.M. (ASSOCIATE)

AND AT 60 MARTIN PLACE SYDNEY

TELEPHONE: 49-7788
CANBERRA DOCUMENT EXCHANGE 22

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

YOUR REF.
OUR REF. RM.7837

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

17 December, 1976

The Secretary,
Urambi Co-operative Community Advancement
Society Limited,
P.O. Box 666,
CIVIC SQUARE A.C.T. 2601

Dear Sir,

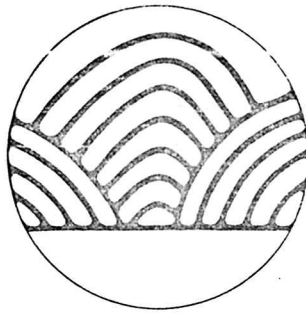
Re: TERMS OF CANCELLATION OF CONTRACT WITH
BINNIE & MUNRO - UNIT 30.

We enclose herewith a copy of the letter we
propose to send to the solicitors for Ms. Binnie and Mr. Munro,
and we would appreciate your letting us have your comments
as soon as possible.

Yours faithfully,
ABBOTT TOUT CREER & WILKINSON

Per: *R. M. Doney*

Encl.



URAMBI CO-OPERATIVE
COMMUNITY ADVANCEMENT SOCIETY LIMITED
P.O. BOX 666 CIVIC SQUARE A.C.T. 2608
TEL: IAN LOWE 452566 A/H 863700
JIM BATTY 452554

"URAMBI VILLAGE" - KAMBAH

ONE ONLY COURTYARD HOUSE REMAINING (for completion in December)

This "Top-drawer" house is solid brick throughout on a slab, with an uninterrupted northerly aspect. It is available because of changes in the prospective owner's plans. (The price quoted is fixed, and includes share of swimming pool, community centre and other common facilities.)

No. 30 - UC5(SP) - Courtyard House (inc. garage) \$51,900

Master Bedroom (ensuite bathroom and walk-in robe), spacious living/dining area with door to courtyard, extra large study, bedroom with built-ins, double-sized room (suitable for bedroom, rumpus room or studio), electric space heating throughout, concealed spouting, etc. etc. 170 sq.m. (17.8 squares)

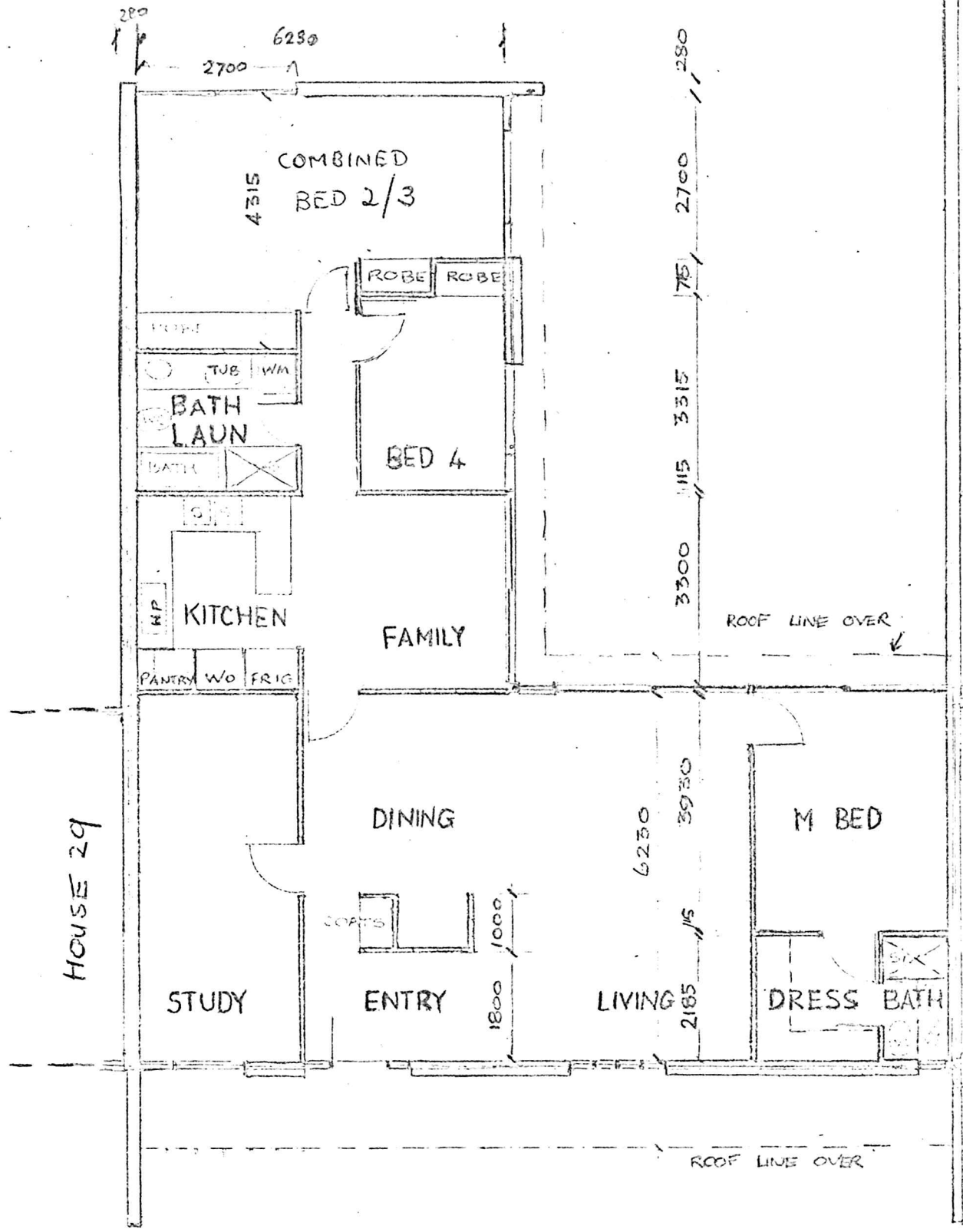
Kitchen details: Simpson Katani Wall Oven (64.624) with black glass hotplates
Extractor fan
Timbeam bench tops with blackbean wood veneer cupboards

Bathroom details: White wall tiles, bronze floor tiles, extractor fans in both ensuite and main bathroom.

FURTHER INFORMATION

Ian Lowe - Tel. 45.2228 B/H 86.3700 A/H
Jim Batty - Tel. 46.9849 B/H
David Watson - Tel. 45.2126 B/H 82.1110 A/H

D.W. 19.11.76



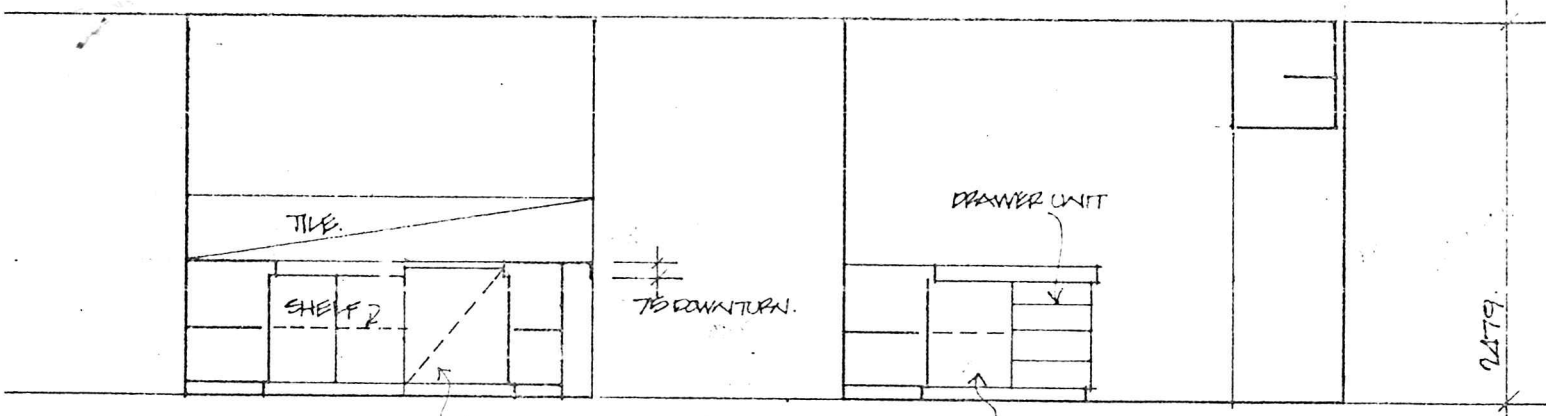
HOUSE 29

HOUSE 31

HOUSE 30

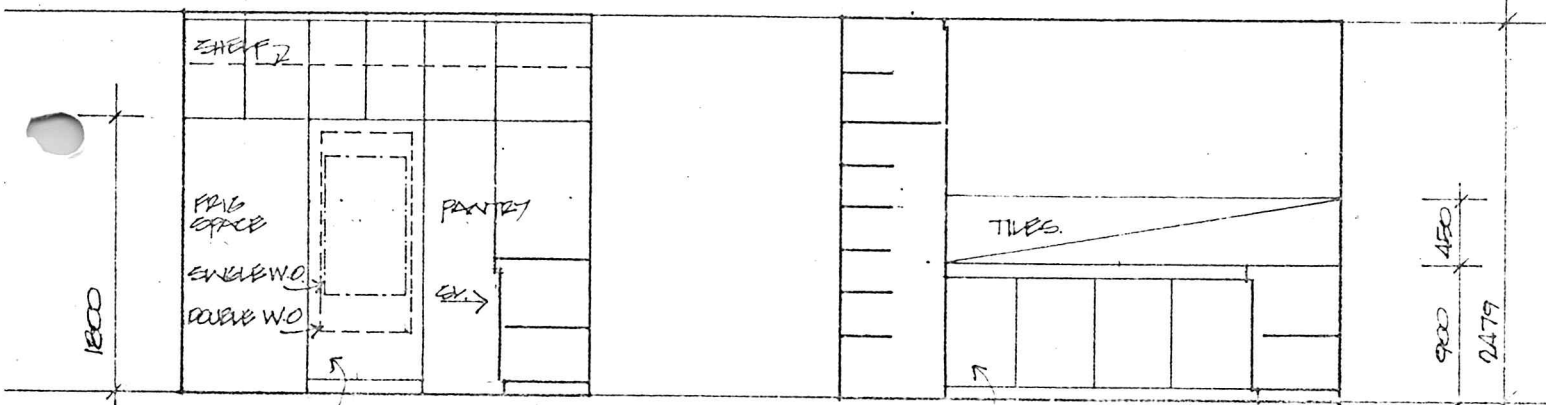
(UC-5 with extended Living Room & Main Bed, combined Bed 2/3)

DJW. 19.11.76



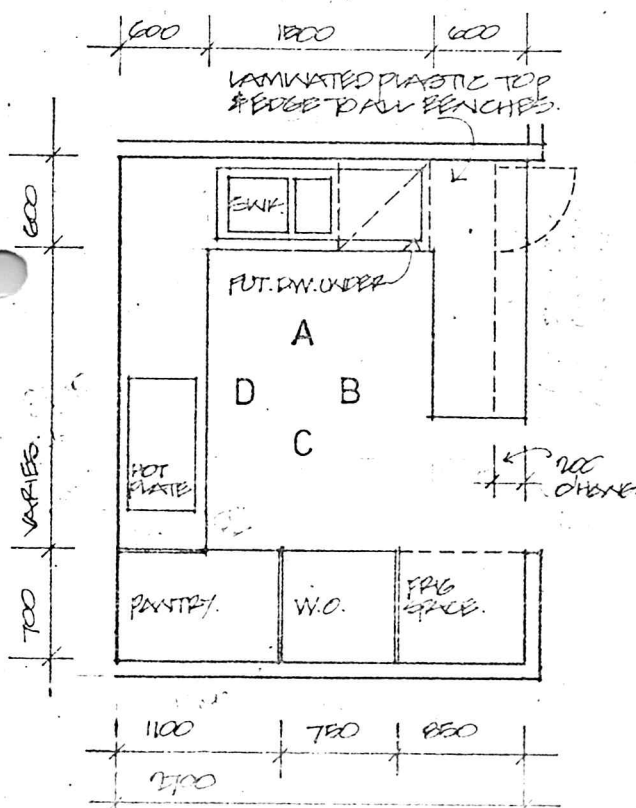
A REMOVEABLE CUPD FOR FUT. DW.

B 2200 KITCHEN - DRAWER UNIT + 1 DOOR
 2400, 3600 " - DRAWER UNIT + 2 DOORS.



C CUPD UNDER SINGLE W.O. ONLY.

D 2200 2400 KITCHENS - 4 DOORS
 2800 " - 5 "



NOTE
 ALL FC. ITEMS TO BE SUPPLIED
 & FIXED BY CONTRACTOR.
 ALL DIMENSIONS TO BE VERIFIED
 ON SITE

URAMBI

CO-OPERATIVE
 COMMUNITY ADVANCEMENT
 SOCIETY LIMITED

ARCHITECTS
 MICHAEL DYSART & ASSOCIATES P/L
 105 GEORGE ST. SYDNEY .241-2157

SCALE 1:50

DATE 12/5/75

KITCHEN DETAILS

UC STD

(L)

I spoke with Pat on the phone a few days later. She confirmed that they did not want to proceed with the purchase. I don't recall discussing ~~cost~~ details such as costs and prices on House 60 to any further extent.

Martin G. Christie

22/2/77.

Legal File

Re: House 30

Mr. Holony,

Herewith statements
relevant to your correspondence
with H. F. & H. regarding
House 30.

If you ^{request} an opinion from
Alexander Christie, as well, please
contact him directly.

Sorry for the delay in
forwarding.

Sincerely

Samuel H. [Signature]

10/2/77

CONVERSATION WITH PPT GINNIE RE UMAMI UNIT 30

- M/s GINNIE STATED THAT SHE DID NOT WANT TO DISADVANTAGE THE COOPERATIVE AND IF THE BOARD INSISTED SHE & MUNRO WOULD PROCEED WITH THE PURCHASE OF UNIT 30.
- I told her that I did not think that the board would insist on this course of action. Given that I was very familiar with her background, I told her that this was the wrong course of action.
- I told her that I thought that since unit 60 was still available, the board would probably agree to her changing back to that unit although not at the original price.
- I suggested that a reasonable compromise might be halfway between the original price and the current selling price.
- I told her that the cooperative was likely to incur heavy costs if unit 30 did not sell quickly and that the board would probably insist on her and Munro meeting at least some of these costs.
- M/s Ginnie stated that all of the above was fair and reasonable and was happy to comply.
- At several stages during the conversation, I pointed out that this was my opinion only and that a board decision was required before any action could be taken.

Carl Jones
11-2-77

Discussions with Pat Binnie and Malcolm Munro --
November 1976 -
Re: House 30

- Pat rang me to say that she did not want to proceed with the joint purchase of House, and what could be done if House 60 was still available.
- As House 60 was in fact still available, I said that she would be allocated to it forthwith, and that we would attempt to sell House 30 on her behalf. I indicated that the Society would be involved in additional expense in advertising, and because settlement on the house could be delayed because of her withdrawal from the contract, I would expect that the Society would require that it be covered for any expenses incurred. Ms Binnie said that she would not wish the Co-operative to suffer in any way. I did not discuss the price which would be charged for House 60, under a new contract, or re-validation of the existing one. A second phone conversation followed a few days after on the same lines. No undertaking was given about the terms of transfer to House 60; my undertaking was to help sell House 30.
- About a week ago Ms Binnie said she was leaving everything to her solicitor to sort out with the Society's solicitors.
- Malcolm Munro was visiting my office a week or so after the two phone conversations with Pat Binnie. I indicated that interest charges of about \$500 would be incurred by the Society for every month that House 30 was unsold, and that I felt that failure to proceed with the contract would mean that Munro/Binnie would have to meet this amount, as well as the direct advertising expenses. This conversation was in the presence of Christ Lang, who can recall it.
- On no occasion have I had an indication that either Binnie or Munro expected that the breaking of the contract would be without problems, or potential cost to them.
- Up to last Saturday, we have run 8 special advertisements for House 30, of which one was illegible and therefore not charged. As the ads cost \$27.20 each, about \$190 has been spent on direct advertising expenses, not counting postage, stationery and members' time in selling, *and of course solicitor's time.*



(D.J. WATSON)

BOARD MEMBER

15 February 1977.

Alastair,

Please calculate the occupation charges due.

Legal fee.

Agreed with DJW at \$75 pw for 2-3 weeks. Car loan \$150 pw thereafter

ABBOTT TOUT CREER & WILKINSON SOLICITORS

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

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JOHN DAVID EDELMAN

YOUR REF.
OUR REF. RM.9727

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

29th March 1977

31/3 L

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

Dear Sir,

re: URAMBI TO MUTTON - UNIT 30

We confirm that Contracts were exchanged in this matter on Friday the 25th March 1977. Mr. & Mrs. Mutton have received the letter approving their Civic Co-operative Permanent Building Society loan, and accordingly the Contract was unconditional.

On present estimates, the solicitors for Mr. & Mrs. Mutton hope to settle during the first week of April. They are taking possession on Monday the 28th March 1977, and paying an occupation fee from the 30th of that month.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

→ David for yr consideration
carl.

Legal file.

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

CANBERRA:
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YOUR REF.

OUR REF. **RM.7837**

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P.O. BOX 828
CANBERRA CITY, A.C.T. 2601

29th March 1977

31/3

L

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

Dear Sir,

re: URAMBI & BINNIE & MUNRO - UNIT 30

Further to our conversation with Mr. Watson on the 28th March 1977, we enclose a photocopy of our letter to Higgins Faulks & Martin which was based on the written statements provided by Mr. Watson, Mr. Lowe and Mr. Christie.

We have received an acknowledgment of receipt but no reply of substance to this letter to date. We will let you know the reply when we have it.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

R. P. Moloney

TJH:VP:6885

RM.7837

11th March 1977

Messrs. Higgins Faulks & Martin,
Solicitors,
DX 5625,
CANBERRA

WITHOUT PREJUDICE

Dear Sirs,

re: URAMBI TO BINNIE & MUNRO - UNIT 30

We refer to our letter of the 8th February 1977, and advise that we have now received written instructions from the various Board members who spoke to your clients concerning their desire to no longer purchase Unit 30. We obtained these opinions from each of the Board members independently, and without passing on details of correspondence or conversation between your firm and ours, in order that the recollections might be as unbiased as possible.

Ian Lowe - Mr. Lowe states that Ms. Binnie approached him and stated that she did not wish to disadvantage the Co-operative, and if the Board insisted she and Munro would proceed with the purchase of Unit 30. He told her that he did not think that the Board would insist on that course of action. As he was very familiar with her background, he told her that this was the wrong course of action for her personally. He told her that he thought that since Unit 60 was still available, the Board would probably agree to her changing back to that unit, although not at the original price. He suggested that a reasonable compromise might be halfway between the original price and the current selling price of that unit.

He also told her that the Society was likely to incur heavy costs if Unit 30 did not sell quickly and that the Board would probably insist on her and Munro meeting at least some of these costs. Ms. Binnie stated that all of the above was fair and reasonable, and was happy to comply.

Mr. Lowe, at several stages during the conversation, pointed out that everything he said was his opinion only, and that a Board decision was required before any action could be taken.

contd/....

David Watson - Ms. Binnie rang Mr. Watson to say that she did not want to proceed with the joint purchase of House 30, and asked what could be done if House 60 was still available. Mr. Watson said that the Society would take House 60 off the market and hold it for her, and would attempt to sell House 30 on her behalf. He indicated that the Society would be involved in additional expense in advertising, and because settlement on the house could be delayed because of her withdrawal from the contract he predicted that the Society would require that it be covered for any additional expenses incurred. Ms. Binnie said that she would not wish the Society to suffer in any way. Mr. Watson did not discuss the price which would be charged for House 60 under a new contract or revalidation of the existing Contract. A second phone conversation followed a few days afterwards on the same lines. No undertaking was given about the terms of transfer to House 60 - Mr. Watson's undertaking was to help to sell House 30.

Mr. Munro visited Mr. Watson at his office a week or so after those two phone conversations with Ms. Binnie. Mr. Watson indicated that interest charges of about \$500 would be incurred by the Society for every month that House 30 remained unsold, and that he felt that failure to proceed with the Contract would mean that Mr. Munro and Ms. Binnie would have to meet this amount, as well as the direct advertising expenses. This conversation was in the presence of another Board member, Mr. Chris Lang, who can recall it.

Early in February 1977 Ms. Binnie said that she was leaving everything to her solicitor to sort out with the Society's solicitors.

Mr. Watson states that on no occasion has he had an indication that either Binnie or Munro expected that the breaking of the contract would be without problems or potential cost to them.

The writer asked Mr. Watson to advise him of the number of advertisements that had been run for House 30 so that we could let you know on this point. He states that up till Saturday the 12th February 1977, the Society had run eight special advertisements for House 30, of which one was illegible therefore not charged for. The advertisements cost \$27.20 each, giving a total of \$190.40 spent on direct advertising expenses. This does not include postage, stationery or members time in manning the site.

Alastair Christie - Ms. Binnie rang Mr. Christie at work to say that she and Mr. Munro had decided that they could not proceed with the purchase of House 30. She implied that this was due to their decision not to live together. She apologised for any difficulties this would cause and thanked the Board for the work that it had done to arrange for the purchase of Unit 30. She also stated that she wished to rearrange for the purchase of House 60 by her alone.

contd/.....

Mr. Christie said that he was very sorry to hear that they were not going to proceed, but that he understood the reason. He also said that while it would cause complications, it should be possible to arrange for her purchase of House 60. They discussed costs in general, and Mr. Christie said that Ms. Binnie and Mr. Munro would be expected to cover costs incurred by the Society. Advertising costs were specifically mentioned, but Mr. Christie cannot recall whether interest charges were mentioned. Mr. Binnie accepted this general approach, and Mr. Christie emphasised that the details would need to be resolved. They also discussed other options open to Ms. Binnie and Mr. Munro, and Mr. Christie advised Ms. Binnie to talk to her solicitor. X Ms. Binnie said that she would do this and confirm their intention. Mr. Christie spoke with Ms. Binnie a few days later, and confirmed that she and Mr. Munro did not wish to proceed with the purchase. Mr. Christie does not recall discussing any further details about costs and charges.

You will see from the above that at all times, members of the Board have emphasised to Ms. Binnie and Mr. Munro that their resiling from their contract to purchase Unit 30 would not be without cost to them, and Ms. Binnie and Mr. Munro seemed to have accepted this as a necessary evil. We thus do not see that the claim set out in your letters of the 28th and 26th January 1977 are justified.

It may be that the above problem can be bypassed. As the writer indicated to Mr. Higgins on the 16th February 1977, Urambi found a couple who wish to buy Unit 30, but need to sell their home and obtain a loan from Civic Permanent Co-operative Building Society Limited before they can do so. We are now able to fill in the gist of our telephone conversation of the 9th March 1977 with Mr. Higgins, and state that that couple have found an interstate buyer with an approved loan who wishes to purchase their house, and furthermore that Civic Co-operative Permanent Building Society Limited has indicated to our client that there is no reason why their loan application would not be approved.

If all this comes to fruition, then settlement on Unit 30 would take place probably about five or six weeks after the final date for settlement stated in the Contract for Sale with your clients for Unit 30. Bearing in mind the rough guide figure of \$500 per month for interest charges incurred by the Society, and the amount spent on advertising to date, and the amount of additional legal work involved, it would seem that the total penalty incurred by your client on the basis outlined by the Society would be somewhere around the \$1000 mark. This is considerably less than real estate commission on the house, the selling price of which is \$51,200.00, which you indicated your clients would be prepared to pay. We presume that they would be prepared to pay this lesser amount, and this would seem a most amicable solution to all involved.

contd/.....

Turning to the question of Ms. Binnie buying Unit 60, we suggest that you ask her to approach the Society and decide on a price for that Unit. We note that the deposit which she initially paid on that Unit, \$4,076.67, was transferred in the books of the Society to Unit 30, and we presume that although it was paid on account of a purchase by both her and Mr. Munro, it is in fact her money. It could thus be easily transferred to a different account as a deposit on Unit 60, should she wish to purchase the Unit at the price stated by the Society.

We suggest that the problem of Unit 30 be left in abeyance until the position with the new purchaser, Mr. & Mrs. Mutton, is established. We will let you know as soon as we have a definite position on this.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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

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CANBERRA DOCUMENT EXCHANGE 22

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

YOUR REF.

OUR REF. RM.9727

23rd May, 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 30 TO MUTTON

We confirm that settlement of this matter was effected on the 15th April 1977. A settlement statement giving financial details of the transaction is enclosed.

As you are aware, the rates on the unit had not been paid at the time of settlement, and accordingly an appropriate undertaking was handed over at settlement. No doubt you will sort this matter out with purchasers 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 owners at their 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:

