

16 July, 1976

Your Ref. RM.8545

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

Dear Ms. Coward,

re: WITHDRAWAL OF MS. MOORE (UNIT 37) FROM URAMBI

Thank you for your letter of 8 June in which you inform the Society that Ms. Moore does not wish to proceed with the purchase of House No.37.

I understand that you are reconsidering the legal position of the Society with regard to the matter, but, on the assumption that the advice of your letter of 8 June is still in effect, the Society proposes to take action as specified in the provisions of the Contract of Sale.

Clause 16 allows the Society to levy a charge for expenses reasonably incurred. As the design changes requested by Ms. Moore to House No.37 were fairly minor, the Board of the Society has decided that there should be no extra charge for this. Therefore, the "expenses reasonably incurred" will be limited to a contribution to general administration expenses. This includes :

- Legal fees associated with the preparation of the contract.
- Office and administration expenses.
- The normal charge for the interview(s) with the Architect, Mr. M. Dysart.
- Advertising expenses to find a replacement member.

As there is some difficulty in precisely allocating these costs to each member, the Board decided to levy a charge of \$400 in accordance with its normal practice for members who withdraw from the scheme.

As Ms. Moore has contributed a total of \$4,030.00 as deposit on Unit No.37 the Society proposes to refund \$3,630.00. This payment will be made in the near future. As you know, all of the Society's funds are being used in the building project so that it is not possible to make this payment immediately, however, I expect that it will be possible to make the payment within the next month.

In addition to the deposit money, Ms. Moore paid \$40.00 for 20 shares at \$2.00 each in the Society. In accordance

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with its rules the Society does not propose to repurchase these shares. Ms. Moore may, at his discretion, dispose of them to another member.

Yours faithfully,



A.G. CHRISTIE.
(Secretary)

CROWLEY & CHAMBERLAIN

BARRISTERS & SOLICITORS

P.O. BOX 1560 CANBERRA CITY, A.C.T. 2601

TELEPHONE 476166 STD CODE 062

OUR REF. RV.A11025
YOUR REF: RM.8545

6th September 1976

Messrs. Abbott Tout Creer & Wilkinson,
Solicitors,
CANBERRA C.D.E. 22.

Dear Sirs,

Re: T.C. Moore from Urambi Co-Operative Community
Advancement Society Limited - Unit No. 37

On behalf of our client we acknowledge receipt of a
cheque for \$3,630:00.

With regard to the amount of \$400:00 still outstanding
we refer to previous correspondence in this matter and
more particularly your letter of the 27th July 1976.
We maintain, on behalf of our client, that as Contracts
for Sale were not exchanged your client is not entitled
to rely on any term of the proposed Contract.

Could you please receive instructions with regard to the
return of monies still outstanding.

Yours faithfully,
CROWLEY & CHAMBERLAIN

Per: 

R. Vandenberg.

LAW OFFICES 6th FLOOR, NATIONAL MUTUAL CENTRE, DARWIN PLACE, CANBERRA CITY

PARTNERS T.J. CHAMBERLAIN LL.B.
PETER CROWLEY LL.B.
RAY MILDREN LL.B.
CHRIS CROWLEY LL.B.

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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

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

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

92-96 NORTHBOURNE AVENUE
CANBERRA CITY

AND AT 60 MARTIN PLACE SYDNEY

TELEGRAPHIC & CABLE ADDRESS
"ABATOUT," CANBERRA

TELEPHONE: 49-7788
CANBERRA DOCUMENT EXCHANGE 22

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

YOUR REF.
OUR REF. PC.8545

27 September, 1976

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

Dear Sir,

Re: THE SOCIETY to T.C. MOORE. Unit No.37

We advise that we have received a further letter from Miss Moore's solicitors, copy of which is enclosed. You will note that Miss Morre's solicitors still allege that a contract was not exchanged. We take the view that while amendments to the contract were not agreed between the parties a contract in which Clause 16 was included and initialled was exchanged.

We should be pleased to have your instructions.

Yours faithfully,
ABBOTT TOUT CREER & WILKINSON

Per: *Pamela Coward*

Encl.

Your ref. PC 8545

27 October 1976

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

Dear Ms Coward,

Re: The Society and T.C. Moore (House 37)

I note your view that while amendments to the contract were not agreed between the Society and Ms Moore a contract in which Clause 16 was included and initialled was exchanged. Clause 16 empowers the Society to deduct from Ms Moore's deposit of \$4,030 any expense reasonably incurred in the performance of its obligations. The Board has stated that this expense is \$400. I conclude that, in law, the Society is acting within its power to deduct the expense of \$400 from Ms Moore's deposit. If you concur with this view I ask that you make it your main point in replying to Ms Moore's solicitors.

An alternative approach is also available. As well as signing the contract Ms Moore was a member of the Society for at least 18 months before she decided not to proceed with the purchase of Unit 37. The length of this association entitled the Society to presume that she was acting in good faith, and for it to undertake certain actions on her behalf which has involved the Society in financial cost. Would common law precedent cover this situation and provide for the \$400 to be deducted Ms Moore's deposit?

Further, although not the subject of a written agreement, it has been understood by all members of the Society that a contribution would be necessary to defray costs incurred on behalf of members. Clearly, the benefits which Ms Moore was obtaining by reserving a house in the Urambi Development imply an obligation on her part towards the costs which were incurred.

I also draw attention to our letter of 16 July 1976 which outlined the expenses incurred by the Society on behalf of all its members.

Yours sincerely,



A.G. Christie
(Chairman)

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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

YOUR REF.
OUR REF. RM.8830

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 37 TO BALLARD

We confirm that settlement of this matter was effected on the 6th January, 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:



Suzanne Davey & Nic Brown
36 and 37 Urambi Village
85 Crozier circuit
Kambah 2902
02-6161 3192

Ms Libby Amiel
Structures Officer
Urambi Village Executive Committee
Re Approval of a Structure
Urambi Village

Dear Libby

We would like to build shed under the front eaves of Houses number 36 and 37, as per existing sheds attached to houses 29, 30, 41 and 42. The shed will lie to the right of the front door and window as one faces the door.

I enclose written approval from our neighbours in House no 37, the Edwards. Our neighbour Richard Dowe is away, but he will provide written confirmation of his approval when he returns. Please find the plans attached.

Yours sincerely


Suzanne Davey and Nic Brown

From: David Keightley david@dara.com.au
Subject: Approval to proceed with Foxtel dish installation
Date: 4 September 2016 at 10:51 AM
To: Martin Miles martin@canberra.house.com.au
Cc: Nicolas Brown nic.k.a.brown@home.netspeed.com.au, Tanya Wordsworth bezmoz@homemail.com.au



Hi Martin

No objections have been received concerning your application to the EC to install a Foxtel antenna at the rear of house 37.

Therefore you may proceed with this installation.

David (Structures coordinator)

David Keightley
55 / 85 Crozier Circuit
Kambah ACT 2902
Phone: 02-6296.1092
Mobile: 0414-927.591

URAMBI STRUCTURES APPLICATION

House No 37

An application has been made for a foxtel dish at the rear of House 37 as shown in the accompanying diagram.

Any objections must be submitted by Wednesday 31 August, 2016.

David Hobbes
Urambi EC Structures Co-ordinator
10 August, 2016

PROPOSED FORTER BASIN

