

The Board  
Uranbi Cooperative Advancement  
Society Limited.

13 Oct 76  
7 Palm St  
Garra  
A.E.T.

### Fireplace - No 43

I would like a fireplace installed in the lounge room of my house, as specified below. I understand that a bulk purchase of fireplaces is being made from Burning Log at a discount, and I would like to join in this scheme. Chris Lang tells me that it will be preferable to have all fireplaces installed under the architect's supervision, and I would like this to happen also.

I undertake to pay all additional costs. Burning Log are presently offering incentives in the form of free firecreens or tools. If it is not possible to get the standard discount, it may be preferable for me to negotiate the purchase of the unit independently, as I want a fire-screen.

### Specifications

Brand: Burning Log

Model: St Moritz

Colour : Antique Copper

Style : Smooth and no studs

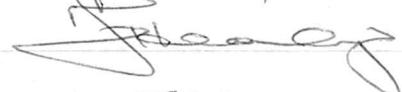
Extras : Grate, Ashpan and Ring Dogs

: Firescreen to match

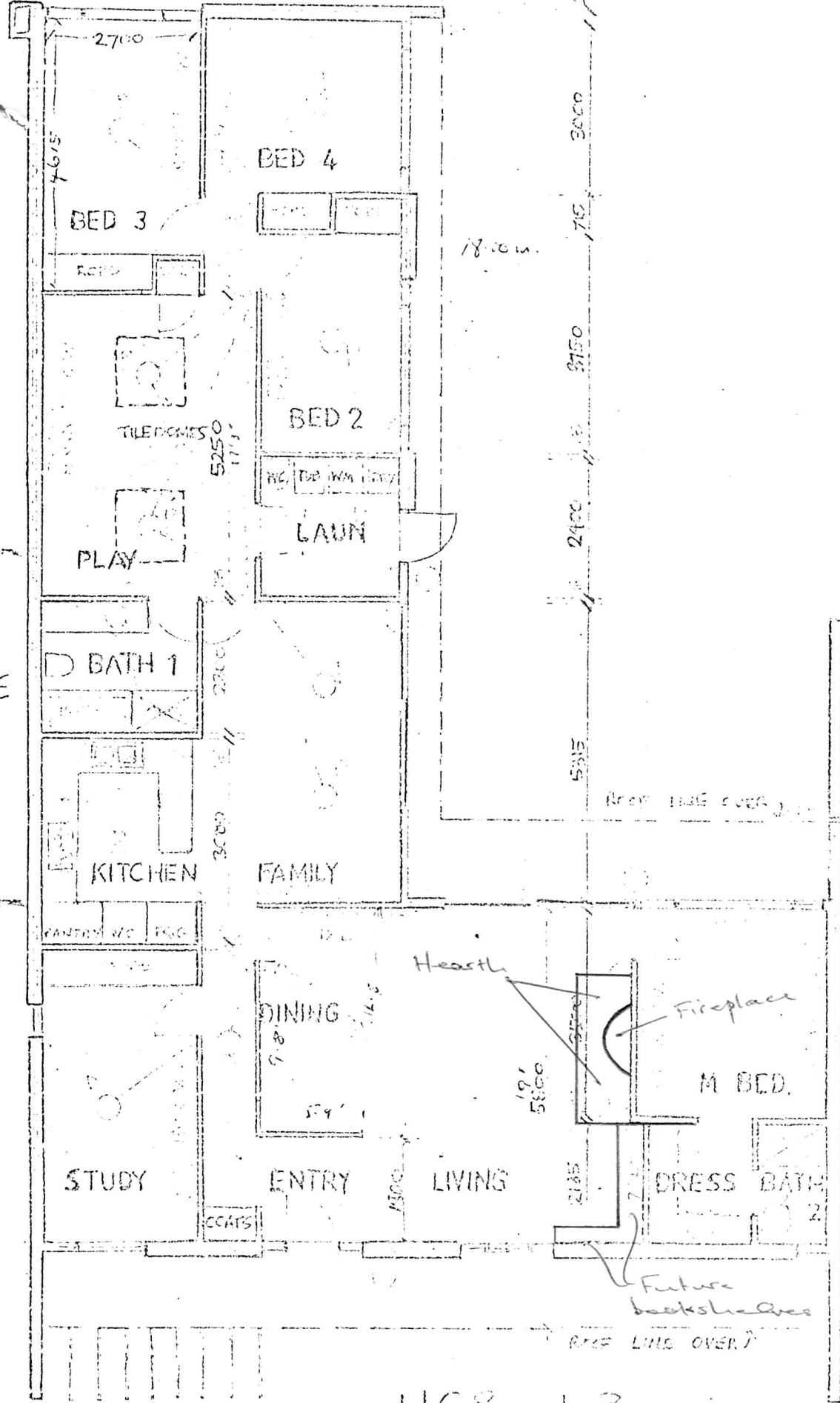
(If the architect recommends a stainless steel inner liner &/or copper fittings above the roof line, these should be included also.)

Position : As close as possible to central on the wall backing out the master bedroom (not the dressing room) as shown on the attached sketch.

Base : As shown on sketch - approx. 200 - 300 mm short of doorway to bedroom for ease of access (to be recommended by architect) - one layer of bricks on floor - tiled with quarry tiles unless too difficult.

Yours Faithfully,  
  
 T.J. HEALY

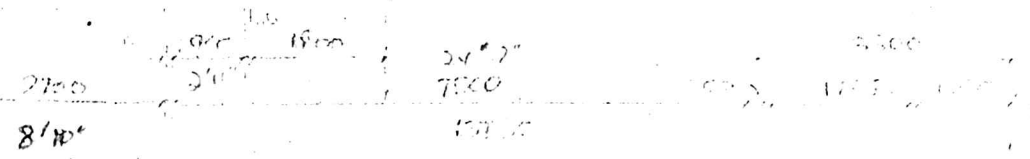
HOUSE  
42



21.50 metres.

UCB - 43

21 squares



Rec'd 9.12.76.

Legal

# 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.  
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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

9 December 1976

YOUR REF.  
OUR REF. RM.9143

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

*Mr Christie,  
your written comments please*

*L 15/12.*

Dear Sir,

re: UNSATISFACTORY BUILDING WORK IN UNIT 43

We are writing to confirm the oral opinion expressed by the writer in connection with your rights under your building contract with Stocks & Holdings in connection with the brickwork to the walls of the above unit.

Our opinion is based on the information provided to us by you, which is as follows.

Originally, the Architect for the project required a certain technique to be followed for the finishing of the mortar between the bricks in the face walls of the unit. Later, after a considerable amount of the brickwork had been done, the Architect requested that a different system of finishing of the mortaring be followed, requiring that previous work be modified and/or covered over. The Builder then provided a sample of the modified method of finishing the mortaring, which the Architect inspected and approved, and on the basis of which the Architect gave the go-ahead for the balance of the unit to be dealt with in the same fashion. We are unsure as to whether the sample was of fresh work or of modified existing work.

The balance of the brickwork which has been produced by the Builder is not of the standard produced by the Builder in the bedroom, and is not up to the standard expected by either the Architect, yourselves, or the purchaser.

From a legal viewpoint, the Builder is obliged to provide work of the standard stipulated in the Contract between the Society and the Builder, and in the present case the Builder has provided a sample for architectural

*this copy of this letter to Peter Bell with your request for advice etc.  
We should travel the rooms, & then, depend on P.B. view attempt to back check J.H.  
M.H.  
yes. -m have 4/1/77*

*RM*

contd/.....

approval of the standard work he proposed to provide. The Architect gave the go-ahead to work on the basis that it would be of that standard, yet the work produced by the Builder is not up to that standard.

The situation seems to the writer to be one where the Builder has impliedly warrantied that the work he does will be of the standard of the sample originally provided. It seems clear that, other factors aside, if the Builder does not provide work of this standard then he is liable to make good the work or come to some other arrangement with the Society.

The other factors mentioned above must, however, be considered. The possible factors which could affect the above advice are as follows:

1. It may be that the sample of work was done on a special area of brick, and that the Architect was aware of this, and that brickwork in other areas may not be of that standard. This could arise, for instance, if the sample was done on an area of fresh brickwork whereas all the other alterations were done on old brickwork.
2. The Builder encountered difficulties which he could not reasonably have expected to encounter, causing it to be unable to maintain the standard of work provided previously.

We note that the writer gave you oral advice at your Board Meeting on the 2 December 1976 to the effect that if the Society or a member/purchaser should take possession of a unit, then the unit would be deemed "practically completed". The writer has now had a further opportunity to peruse the Contract between the Society and the Builder, and whilst the above advice still holds in the situation where a Certificate of Fitness has not yet issued, we point out that the second leg of sub-Clause 18(d) provides that a unit shall be deemed to be practically completed once a Certificate of Fitness issues. Accordingly, any rights which you may have against the Builder would arise under your maintenance clause, Clause 20.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



yes

Received 14/12.

Legal.

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YOUR REF.  
OUR REF. RM.9261

10th December, 1976.

The Secretary,  
The Proprietors - Units Plan No. 119,  
P.O. Box 666,  
CIVIC SQUARE, A.C.T. 2608

Dear Sir,

Re: ENQUIRY CONCERNING INSURANCE RE UNIT NO.  
43 (HEALY)

We advise that we received the request for details of insurance from the University Avenue Branch of the Bank of New South Wales made by that bank as the mortgagee for Mr. and Mrs. Healy on the 9th December, 1976.

As requested, we have answered that request for information, and for your records we enclose a ~~photo~~ copy of our reply.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



RM.9143

10th December, 1976.

The Manager,  
The Bank of New South Wales,  
University Avenue, Branch,  
University Avenue,  
CANBERRA CITY, A.C.T. 2601

Dear Sirs,

Re: UNIT NO. 43, UNITS PLAN NO. 119 -  
YOUR LOAN TO HEALY

We thank you for your request for information which we received on the 9th December, 1976.

We advise that the details requested by you are as follows:-

<u>Insurance Company:</u>	South British United Insurance Company Limited.
<u>Policy Number:</u>	1078/0211.
<u>Current Till:</u>	1st November, 1977.
<u>Amount of Cover:</u>	\$2,725,500.00.
<u>Premium:</u>	\$2,586.20.

We advise that there is no provision for approval of insurers under the Units Titles Ordinance 1970, unlike New South Wales where there is such provision in the Strata Titles Act 1973.

The photocopies of the Certificates of Currency for this and the Public Liability Insurance held by the body corporate will be handed over to purchasers and passed on to you at settlement.

Yours faithfully,  
ABBOTT TOUT CREER & WILKINSON

Per:

Members file.

L

18 April 1977

Mr and Mrs T. Healy,  
Urambi 43,  
Crozier Circuit,  
KAMBAH A.C.T. 2902

Dear Terry and Margaret,

The Society has now received the costs for the provision and installation of your Burning Log Fireplace. These are:

Supply and install antique copper St Moritz fireplace	\$640.00
Supply bracket for truss	30.00
Fix bracket to truss	50.00
Supply and install hearth	40.00
	<hr/>
	760.00

Could you please arrange payment of \$760 to the Urambi Co-op C.A.S. Ltd as soon as possible.

Regards,

L

Chris Lang,  
Secretary.



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YOUR REF.  
OUR REF. RM.9143

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 43 TO HEALY

We confirm that settlement of this matter was effected on the 15th December 1976. 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:



12-06-06

Dear Libby,

I am writing to inform the Urambi Body Corporate Committee that we would like to build a small shed at the front of our house. It will be similar to the many other sheds built in this position in Urambi houses and follow the roofline down to the ground. I have contacted my immediate neighbours who will be able to view this structure from their house, and they have no objection to this structure. They have signed a statement to this effect.

I enclose plans for this structure.

Regards

Two handwritten signatures in black ink. The first signature is on the left and the second is on the right.

David Ritchie and Irma Ficarra of 43 Urambi Village.

I have no objection to Irma Ficarra and David Ritchie of 43 Urambi Village having a small shed built at the front of their house. I understand that it will be similar to the many other sheds built in this position in Urambi houses, and follow the roofline down to the ground.

Signed:.....*D. Jarr*.....of..45 Urambi Village.

12/6/06

I have no objection to Irma Ficarra and David Ritchie of 43 Urambi Village having a small shed built at the front of their house. I understand that it will be similar to the many other sheds built in this position in Urambi houses, and follow the roofline down to the ground.

Signed: *Jae & Ken Fraser* .....of..44 Urambi Village.

*12/6/06.*

**From:** Healy, Margaret (DPL) <Margaret.Healy@aph.gov.au>  
**To:** 'D Ritchie' <DRitchie@dial.pipex.com>  
**Date:** 07 August 2000 09:08  
**Subject:** RE: 43 Urambi

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Dear Irma

Thanks for email.

Can't give you exact details re insurance claims, they go back a fair way. Basically claims have been about that favourite Urambi feature, water, and there have been several occasions during storms when water got into the roof and when ceilings, curtains and carpets needed to be replaced and the roof seen to. This sort of thing has not happened for ages, except for when I had a tv aerial installed and the installer did not seal his work. This happened in the last 10 years, and has been fixed by claiming on the installer's insurance. There was other damage from a leaking shower recess which resulted in carpet replacement and the leaking shower has been fixed. Stuart, Bron's partner, also put in pipes from the gutters to flow in to the garden and this helps water get away. I have not had the other problem of leaking pipes in the concrete slab, and let us hope we get through the next few months like this. I cannot remember any other occasions. Structural/building things are covered by general Urambi insurance and I think the insurance cover has been taken out with successive companies. If you need more detailed information I would have to go through files to check whether I have kept the records.

The other insurance claim was when a branch of an overhanging tree dropped onto my garage roof, causing damage to both roof and car. The repair of the roof was covered by Urambi building insurance, and Urambi also kindly cut a bit more off the tree branch.

Other than the repair to the leaking shower recess in the main bathroom, the only alteration was the addition on the east side of the house of a shed and pergola. I do not remember whether this structure had departmental approval, as Terry Healy handled all that. It certainly obtained Urambi approval. Light and power is connected to that shed. I asked my solicitor about the shed, what would be the situation if it did not have departmental approval, and apparently there is a way around it. I guess the solicitors can work it out. I think you have seen the shed and it provides a good storage amenity and possible workshop. Generally I think you are getting a Urambi original and who knows, it might get a heritage order slapped on it! Oh, I had gas heater, hot water and hotplates installed too.

Have a good holiday, a couple of weeks in France sounds great.

I do not expect to hear further from my solicitor until her return from holiday on 14 august, but presume then we try to start working towards the deposit and exchange of contracts..

It is now quite likely that I will stay at work until the end of September but as yet have to check on various things before making a decision. Must rush, have to get to choir practice.

07/08/00