

NOTICE TO COMPLETE

TO: Robert Michael Hughes of 11 Carney Place, Kambah in the
Australian Capital Territory, Car Salesman
and
Vicki Gai Hughes of the same address, his wife

AND TO: Ken Johnston, Your Solicitor

Pursuant to Clause 21 of the Agreement for Sale made between
you as Buyer and Urambi Co-operative Community Advancement
Society Limited, a housing co-operative incorporated under the
Co-operative Societies Ordinance 1939 and having its registered
office at 1st Floor, 92-96 Northbourne Avenue, Canberra City in
the Australian Capital Territory as Seller on the 9th day of March
1979

YOU ARE HEREBY REQUIRED to complete the purchase of Unit 48 in
Units Plan No. 119 erected on Block 1 Section 149 at Kambah within
twenty eight (28) days after the day of service of this notice
(excluding the day of service)

The Seller is ready, willing and able to complete the transaction
embodied in that Agreement for Sale, apart from those inabilities
created by defaults and omissions on your part.

If you do not comply with the terms of this notice, then the Seller
will pursue its rights under Subclause 19(7), Clause 22 and
Subclause 26(2) of that Agreement for Sale.

DATED the 18th day of September 1979

ABBOTT TOUT CREER & WILKINSON

Per:



Solicitors for the Seller

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

CANBERRA PARTNERS
DAVID CLEMENT DAROLD HARPER, B.A., LL.B.
LAURENCE GUY PROBERT, B.Ec., LL.B.

ASSOCIATE
RICHARD CHARLES FITZGERALD MOLONEY, LL.B.

SYDNEY PARTNERS:
JAMES NEILL CREER
PETER MARSHALL WILKINSON, LL.B.
KENNETH LEA ADDISON
VICTOR FRANCIS KELLY, LL.B.
KENNETH JOHN PALMER, B.A., LL.B.
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JOHN KERIN MORGAN, B.A., LL.M.
ALAN PETER HUNT, B.A., LL.B.

N.R.M.A. HOUSE
92-96 NORTHBOURNE AVENUE
CANBERRA CITY
AUSTRALIA

AND AT 60 MARTIN PLACE SYDNEY

TELEGRAPHIC & CABLE ADDRESS
"ABBOTT" CANBERRA

TELEPHONE 49 7788
DX 5622 CANBERRA

YOUR REF
OUR REF RM.12081

PLEASE ADDRESS ALL CORRESPONDENCE TO
P O BOX 826
CANBERRA CITY A C T 2601

23rd October 1979

The Manager,
Stocks & Holdings (Canberra) Pty Ltd,
131 City Walk,
CANBERRA CITY A.C.T. 2601

Dear Sir,

re: URAMBI to HUGHES - UNIT 48

We refer to the writer's telephone conversation with Mr. Douglas on Wednesday the 17th October 1979, and now enclose:-

1. A copy of the Notice of Termination of Contract which we have served on the buyers by their solicitor.
2. A copy of the covering letter to the buyers' solicitor setting out the terms on which you are prepared to settle this matter.

Those terms and conditions appear identical to those set out in the letter which we received from Ken Johnston dated 6th August 1979, a copy of which we sent to you with our letter of the 8th August 1979. It is for this reason that we have drafted the letter to Ken Johnston along the lines of your now being prepared to accept that offer. Please let us know if our understanding of the matter is not correct.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

R.C. Moloney

ABBOTT TOUT CREER & WILKINSON
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DAVID CLEMENT DAROLD HARPER, B.A., LL.B.
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TELEGRAPHIC & CABLE ADDRESS
ABATOUT CANBERRA

TELEPHONE 49 7786
DX 5622 CANBERRA

YOUR REF 2215 KJ:ML
OUR REF RM.12081

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

23rd October 1979

Ken Johnston Esq.
Solicitor,
DX 5667 CANBERRA

Dear Sir,

re: URAMBI to HUGHES - UNIT 48

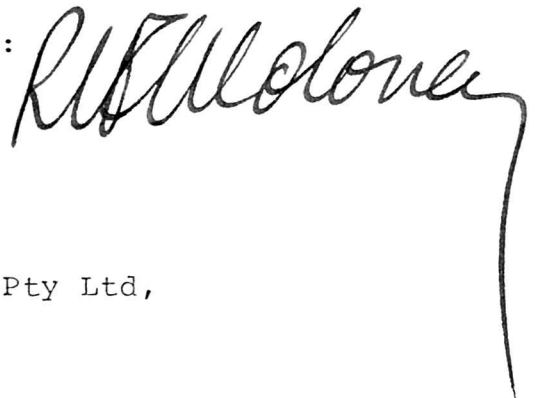
Further to our letter of the 21st September 1979,
we enclose a Notice of Termination of the Agreement for Sale
of the 9th March 1979.

Without prejudice, our client has reconsidered
your clients' offer put by you in the third paragraph of your
letter of the 6th August 1979, and is now prepared to accept
that offer. We presume that the offer remains open, and would
appreciate your confirming this.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



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

NOTICE OF TERMINATION OF AGREEMENT FOR SALE

TO: Robert Michael Hughes of 11 Carney Place, Kambah in the
Australian Capital Territory, Car Salesman
and
Vicki Gai Hughes of the same address, his wife
AND TO: Ken Johnston, Your Solicitor

IN consequence of your default under the Agreement for Sale
made on the 9th March 1979 between you as Buyer and Urambi
Co-operative Community Advancement Society Ltd as Seller in
that you did not complete the purchase in accordance with
the Notice to Complete dated the 18th September 1979 given
under Clause 21 of the Agreement

AND pursuant to Subclauses 21(6) and 22(1) of the Agreement
YOU are hereby given notice that:-

- (1) the Agreement for Sale is hereby terminated AND
- (2) the deposit paid by you under the Agreement for
Sale is hereby forfeited to the Seller AND
- (3) pursuant to the Agreement for Sale the Seller
will proceed to resell the said property and
will hold you responsible and liable for both
any deficiency in price arising on resale and
all costs and expenses of and incidental to any
resale or attempted resale.

DATED the 23rd day of October 1979

ABBOTT TOUT CREER & WILKINSON

Per:



Solicitors for the Seller

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

CANBERRA PARTNERS:
DAVID CLEMENT DAROLD HARPER, B.A., LL.B.
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AND AT 19-29 MARTIN PLACE SYDNEY

TELEGRAPHIC & CABLE ADDRESS
"ABATOUT," CANBERRA

TELEPHONE: 49-7788
DX 5622 CANBERRA

YOUR REF.
OUR REF. RM.12081

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

8 April 1980

The Manager,
Stocks & Holdings (Canberra) Pty. Ltd.,
1st Floor, Una Porter Centre,
131-141 City Walk,
CANBERRA CITY, A.C.T. 2601

Dear Sir,

Urambi to Hurst - Unit 48

We have now heard from Forrest Dufty & Co., a firm of Sydney Solicitors which has been instructed to act by Ms Hurst. Two copies of our reply, one for your records and one for your Sydney Office records are enclosed.

That firm believes that you are agreeable to adding the following Special Condition to the Agreement for Sale :

"Notwithstanding Clause 27 hereof the Vendor agrees that in the event of ponding of water becoming evident under the middle section of the said unit within a period of six (6) months from the date hereof the necessary remedial work will be carried out by the Vendor and this clause shall not merge upon completion."

As we understand it, Clause 27 has now been deleted. Either the clause should be "Notwithstanding the deletion of Clause 27" or else there is a misunderstanding somewhere.

Would you please sort out the true position, let us know what is happening and give us your instructions concerning the Special Condition as soon as possible.

Yours faithfully,
ABBOTT TOUT CREER & WILKINSON

c.c. Urambi

ABBOTT TOUT CREER & WILKINSON
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"ABATOUT," CANBERRA

TELEPHONE: 49-7788
DX 5622 CANBERRA

YOUR REF.	MBF.KG
OUR REF.	RM.12081

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

8 April 1980

Messrs. Forrest Dufty & Co.,
Solicitors,
DX 11305 HURSTVILLE

Dear Sirs,

Urambi to Hurst - Unit 48

Thank you for your letter of 26 March 1980.

This matter is becoming increasingly confused. Originally, we understood that Merity, Colquhoun & Constance of Canberra were acting for Ms Hurst. She then asked us to act for her, but under local Law Society rulings we were not permitted to do so. We now find that she asked you to act for her. Furthermore, rather more than the normal number of parties seem to have become involved in the negotiations over the draft Agreement for Sale!

As we understand it, the draft Agreement prepared by us using the information contained in the sales report of Stocks & Holdings (Real Estate) Pty. Limited and acting on the instructions of Urambi and Stocks & Holdings (Canberra) Pty. Limited has been modified following negotiations between your firm and your client on one side and Mr. Bob Welsh of Stocks & Holdings, Sydney on the other side in Sydney, as follows :

1. The deletion of Clause 21.
2. The alteration of Clause 26 so that (a) Settlement must take place by 1 October 1980, time being of the essence. (b) Interest of 14% per annum is payable on the purchase price from 1 August 1980 until the actual date of settlement.
3. The deletion of Clause 27.

2/....

8 April 1980

4. The addition of a "no representation" clause.

Please let us know if you agree. The beginning of the Special Condition proposed in your letter raises a doubt in the writer's mind as we understand that Clause 27 was to be deleted.

The comment in the first paragraph of your letter concerning subclause 25(3) is completely justified. We have all of the necessary consents, and this subclause can be deleted. We also point out that the Clause 5 restriction referred to in subclause 25(1) is no longer of any effect as a result of a piece of legislation passed last year.

We are seeking instructions concerning the Special Condition proposed by you. To ensure that everyone involved in the matter understands the current position, we are sending copies of this letter to Urambi, Stocks & Holdings in Canberra and in Sydney. It might simplify things from here on if future correspondence and negotiations were channelled through our two offices.

Yours faithfully,
ABBOTT TOUT CREER & WILKINSON

c.c. Urambi
c.c. Stocks & Holdings (Canberra) Pty. Ltd.
c.c. Stocks & Holdings Pty. Ltd., Sydney.

SNEDDEN HALL & GALLOP
BARRISTERS & SOLICITORS

Partners

STUART F. C. WILCOX, LL.B.
WILLIAM N. J. SWAN, LL.B.
E. DAVID LARDNER, LL.B.
GREGORY A. STRETTON, B.A., LL.B.
RAYMOND J. JENKINS
MICHAEL J. PHELPS, LL.B.
JOHN D. HARRIS, LL.B.

Associates

WILLIAM M. C. ANDREWS, B.Ec., LL.B.
ROLAND SELBY,
ALAN B. STRETTON, A.O., C.B.E., LL.B.

Managing Law Clerk
GORDON R. DUFF

1ST FLOOR
T & G BUILDING
39 LONDON CIRCUIT
CANBERRA CITY, A.C.T. 2601

P.O. BOX 794

C.D.E. DX 5630

S.T.D. 062 48 8111

YOUR REF:

OUR REF: 47684/02/26 JL

17th October, 1980

The Secretary,
Units Plan 119,
C/- Mrs A. Ryan,
"Urambi Village",
Crozier Circuit,
KAMBAH. A.C.T. 2902

Dear Sir,

Re: Unit 48 Units Plan 119 "Urambi Village"

We advise the above unit has been sold to our client
Mr Terence Francis Moran. For your information we
advise the first Mortgagee over the property is
A.G.C. (Advances) Limited.

Yours faithfully,
SNEDDEN HALL & GALLOP

Per: 

T. F. MORAN
36 Urambi Village,
Kambah, ACT, 2902
30.10.80

The Manager,
South British United Insurance
73 London Circuit,
Canberra City, ACT, 2601

Dear Sir,

I have purchased recently House 48, Urambi Village and intend leasing it to tenants.


I wish to apply to have the Urambi Body Corporate householders policy endorsed in respect of house 48 to cover occupancy of the house by tenants and include the following fixtures in the policy should they not be already covered - carpet, floor tiles, curtains, curtain tracks, light fittings, wall oven, cooking plate and electric wall heaters.

Should you require further information I may be contacted on 317640 until 14 November and on 708566 thereafter during business hours.

Yours faithfully,

Terry Moran.

Keith: for information, I have sent a copy to Allen Curtis



21/7.

Post to PS

To Reply

on behalf of

TF MORAN
5 WELLINGTON ST.,
KEW, VIC, 3101
15.7.82

Mr Allen Curtis
Allen Curtis and Partners
PO Box 1324
Canberra City, 2601

report to
CITEE



Dear Mr Curtis,

I wish to register a complaint about the administration of Unit Plan No. 119.

Despite several requests I am still receiving requests to pay parking fees in respect of house 48. As previously indicated I wish to cancel my lease of the parking space.

The enclosed cheque for \$73.66 therefore covers the admin fund levy in respect of house 48 only.

I have also received a levy notice in respect of house 36. As my solicitor advised you I have sold this house. The levy notice is therefore returned.

Yours sincerely
Terry Moran