

Rec'd 5.11.76.

"Legal 2"

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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)~~

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

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

YOUR REF.

OUR REF. RM.7838

3rd November 1976

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

Dear Sir,

re: URAMBI TO EDWARDS - UNIT 64

Further to our letter of the 22nd October 1976,
we advise that Messrs. Davies Bailey & Cater have asked
us whether the Society is prepared to delete the second
sentence of Clause 6 beginning with the word "Notwithstanding...".

We feel that the effect of this part of that clause
should be clear to you, and no doubt you are in a position to
judge the risk of Ms. Edwards failing to complete the contract.

Would you please advise us as to whether you are
prepared to accept the deletion of the second clause of
Clause 6 in the near future. By way of comment, we advise
that that part of Clause 6 is unusual in a Contract for Sale,
and may indeed be unenforceable in that a Court would regard
it as harsh and unconscionable.

We look forward to receiving your reply.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

R. M. Edwards

I advised by phone 3.11.76 that, in this case, the
Society agreed to the deletion of clause 6, second
clause, as above. This was not to be taken
as indication that clause 6 would be necessarily
varied in this manner for other members.
To be confirmed in writing by me *[Signature]*
8/11/76

See letter 3rd November
from Abbott Tout.

9 November 1976

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

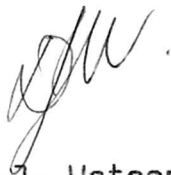
Dear Mr Moloney,

Re: House 64 - Urambi to Edwards

This confirms the instruction given to you verbally on 8th November that the Society agrees to the deletion of that portion of Clause 6 beginning with "notwithstanding" in the case of Mrs O. Edwards.

This should not be construed as a general instruction concerning this clause - any future instances should be considered on their merits.

On behalf of the Society,


D.J. Watson,
(Director)

Legal File

Mr Watson - to note
Mr Christil

"Legal file"

Rec'd 9.12.76

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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

92-96 NORTHBOURNE AVENUE
CANBERRA CITY

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AND AT 60 MARTIN PLACE SYDNEY

TELEPHONE: 49-7788
CANBERRA DOCUMENT EXCHANGE 22

YOUR REF.
OUR REF. **RM.7838**

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

6 December 1976

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

Dear Sir,

re: URAMBI TO EDWARDS - UNIT 64

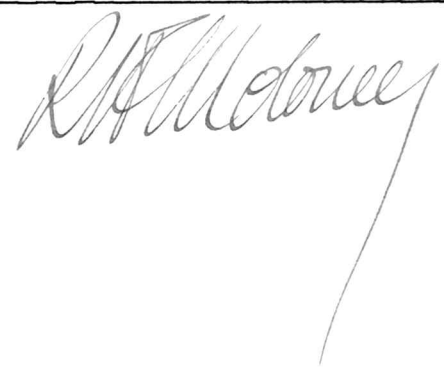
We advise that unconditional Contracts for Sale were exchanged in this matter on the 2nd December 1976.

We enclose herewith the purchaser's cheque for the balance of the deposit payable under Clause 3(a) of the Contract, \$3,600.00.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



Legal.
Alastair, can we discuss?
ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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

92-96 NORTHBOURNE AVENUE
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CANBERRA DOCUMENT EXCHANGE 22

YOUR REF.
OUR REF. **RM.7838**

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

31st March, 1977
6/18 *L*

The Secretary,
Urambi Co-Operative Community Advancement
Society Ltd.,
P.O. Box 666,
CIVIC SQUARE, ACT. 2600

Dear Sir,

RE: URAMBI TO EDWARDS - UNIT 64

We have been contacted by Mr. Richard Ennis of Davies Bailey & Cater, the solicitors for Mrs. Edwards in this matter.

Mrs. Edwards has run into financial difficulties with the purchase. She was counting on selling a block of land she owns at the south coast, and although contracts have almost been exchanged on a couple of occasions, the block remains unsold.

The sale price on the block is \$17,000.00 and we understand that this is the amount that Mrs. Edwards now finds herself short for her purchase from you. Mr. Ennis asked that we arrange a conference between yourselves, Mrs. Edwards, himself and the writer, but we suggested that it might be quicker and less expensive if he were to discuss the matter with you direct. We have made it clear that anything you might say during these discussions is not to be used against you at a later date, and vice versa.

We feel that as there is still some time to go before Mrs. Edwards's unit will be completed and she may well find a buyer for the block at the coast. We also feel that as she has a reasonable income and at this stage is only raising one mortgage loan, for \$15,000.00 from the Commissioner of Housing, on the security of the Urambi property, it may be possible for her to get a second mortgage loan from Civic Co-Operative Building Society. Her chances are enhanced by the fact that she has a number of relatives who would be prepared to guarantee her repayment of such a loan.

RMU .../2

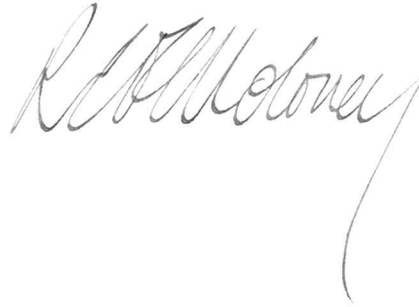
Urambi Co-Operative Community Advancement
Society Ltd.

31st March, 1977

Could either the Secretary or the Treasurer (or both) telephone Mr. Ennis in the near future so that you can arrange a mutually convenient time to discuss the matter. If you wish the writer to be present he would, of course, be happy to attend.

Yours faithfully,
ABBOTT TOUT CREER & WILKINSON,

Per:



Ramy 15.4.77.

I suggested

① Mrs Edwards ring

C/- National Capital Development
Commission

PO Box 373

CANBERRA CITY ACT 2601

19 July 1977

Dear Mrs Edwards,

This letter will confirm that I have at your request inspected the Town House Unit which you intend to purchase at Urambi Village.

As the inspection was at this stage to give advice on what you believe to be a drainage problem, I was accompanied by a specialist Civil Engineer.

The problem is as you feared. Water runoff from the top end of the site is penetrating the fill which has been placed in the front courtyard. It flows through the weep holes in the bottom and top of the front wall under the house and cannot escape to the rear due to a second placement of fill in the back courtyard.

The inspection revealed actual water collection on the underside of the pineboard flooring. Bearers and joists have a growth of mould and the ground was wet underfoot. Mould is also growing on the surface of underfloor soil and generally the space is dank and smelly. The problem appears to be a matter of history affecting the whole site.

Following consultation with my colleague I can advise that the following additional work is necessary to -

- (a) reduce water access;
- (b) dry out the space.

These are:

1. Provide grated sump in front courtyard with entry into the stormwater down pipe collector.
2. Regrade the courtyard to provide an area of flow from adjacent to the house to the sump.

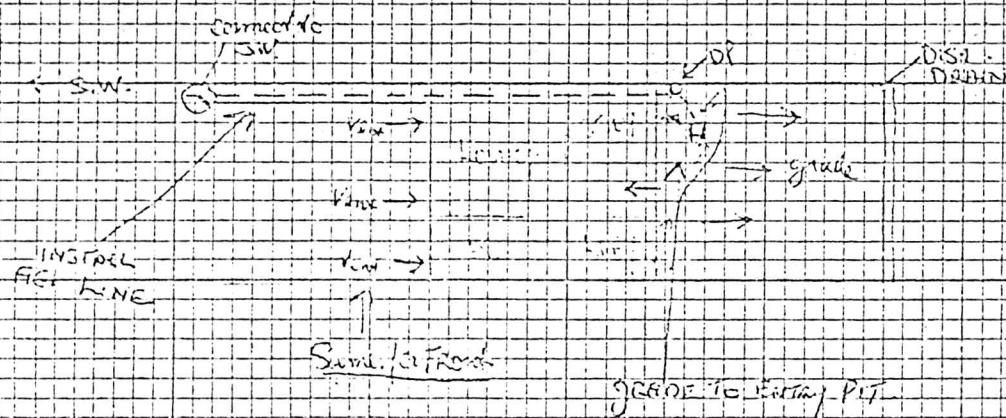
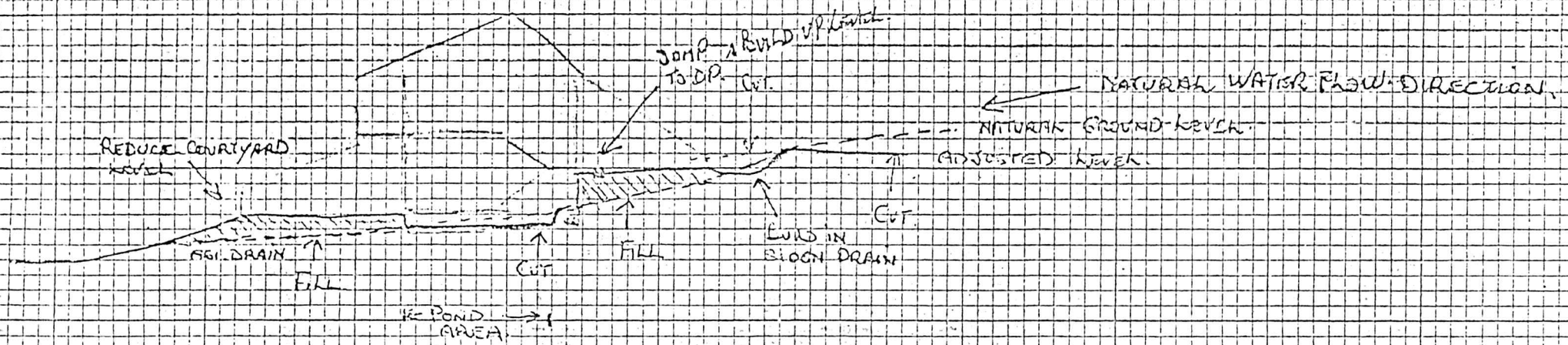
3. Supply and place topsoil and grade back from about location of sump front to a point level with the end of side walls.
4. Excavate a trench below actual level of the rear courtyard to pick up natural ground level flow. In this trench lay agricultural pipe covered with aggregate to prescribed standards. The lower end of the pipe should be connected back into the stormwater outlet.
5. Ensure that the site landscaping work provides preventative measures such as spoon drain to collect water before it reaches your property.
6. The present airflow under the house is insufficient. Remove bricks in at least 6 places and replace them with galvanised air grilles. All levels of courtyards are to be one course below the level of grilles. Where this is not possible, the end of the grilles are to be cupped to allow free airflow and prevent debris collection.

Attached are drawings which detail necessary rectification work.

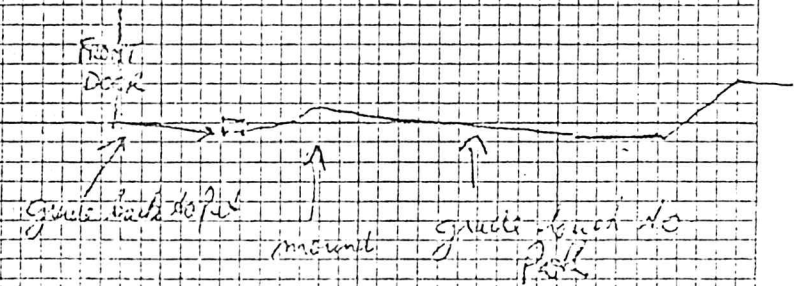
Yours sincerely


COL SPENCE

SECTION



FRONT COURTYARD EXAMPLE OF LEVEL



Ph. 815721.

139 Cassuthers St.
Curtin
21-7-77.
28/7

Dear Mr. Lang,

On inspection by my agent and myself, I was very disturbed to find that my Unit, 64 Mrambi Village Crozier Cres. Kambuh, supposedly completed for occupation, has the following defects.

- (1) Study - adjust Door Plate (doesn't stay closed)
- (2) Replace fractured floor board
- (3) No handle on window blind
- Laundry
- (4) Leak from plumbing under sink.
- (5) Balcony.
Balustrade not fixed to wall at one end.
- (6) Part of floor not nailed down.
- Bedroom
- (1) Sluhy door plate.
- Kitchen (2) No exhaust fan in kitchen

2.

Bathroom. Tiling not complete
Door catch not working
Plumbing leaking at S bend
under vanity
See tiles around toilet
henge. Door to court yard need
adjustments.

I would be grateful if these
matters could be attended
to as soon as possible

Yours sincerely.
Rene Edwards.

Enclosed is letter re drainage
problem I mentioned to you
R. E.

CONSULTANTS
SIR ALASTAIR STEPHEN
R CONROY

PARTNERS
B V C SETON
T C LAW WALKER
S J HOWARD
W M BLANSHARD
H C COOMBS
R J WOODFIELD
R V CATER
J D BUTTON
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I A CURLEWIS
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STEPHEN, JAQUES & STEPHEN
SOLICITORS AND NOTARIES
CANBERRA • SYDNEY

M.L.C. BUILDING, LONDON CIRCUIT, CANBERRA CITY, A.C.T.

Postal Address: P.O. Box 220 Civic Square, Canberra A.C.T. 2608

Telephone: (062) 48 5222

Telegrams: SJS, Canberra

Telex: 62643

DX5610 Canberra

Our Ref. RJE:RW
771530

Your Ref. RM.7838

Date 25th July, 1977.

Messrs. Abbott Tout Creer &
Wilkinson,
Solicitors,
D.X. 5622 CANBERRA.

Dear Sirs,

EDWARDS FROM URAMBI CO-OPERATIVE COMMUNITY ADVANCEMENT SOCIETY
LIMITED - UNIT 64

We refer to our letter of 19th July and advise that our client has now had an opportunity to inspect the completed work which is most unsatisfactory.

Enclosed is copy of a report by Mr. Col Spence of the National Capital Development Commission who is employed by the Commission to supervise project work. It is clear from that report that the inadequate drainage results in the property being unfit for occupation.

In addition but not mentioned in the report we draw your attention to the following defects in the property which should be repaired at your client's expense:-

Study: Adjust door plate,
Repair hole in floor and replace fractured floorboard,
Instal opening handle to window.

Balcony: Balustrade to be attached to wall.

Laundry: Repair leaks to plumbing under laundry tubs.

Bedroom 1: Nail down flooring,
Adjust door plate.

Bathroom: Finish tiling,
Repair door catch,
Repair leaks to plumbing under vanity
Re-lay tiles around toilet.

Sliding Door to Courtyard: Requires re-alignment or re-hanging.

Kitchen: Instal kitchen fan.

RECEIVED

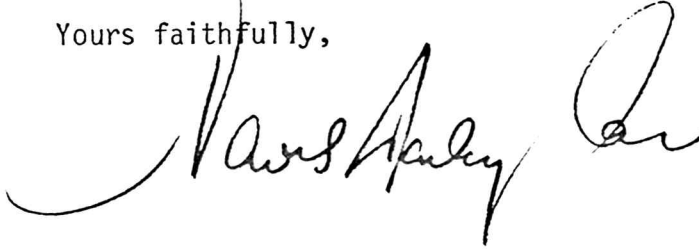
25 JUL 1977

A. T. C. & W.

.../2

Whilst we have requested an extension of time for settlement, namely two weeks from 28th July, our client is prepared to allow your client more time so that the above defects may be rectified.

Yours faithfully,

A handwritten signature in dark ink, appearing to read 'David Bailey', followed by a large, stylized flourish or initial.

Canberra:
D.C.D. Harper, B.A., LL.B.
Associates:
R.J. McCourt, B.A., LL.B.
R.C.F. Moloney, LL.B.
L.G. Probert, B.Ec., LL.B.

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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

TELEGRAPHIC & CABLE ADDRESS
"ABBOTTOUT," CANBERRA

TELEPHONE: 49-7758

AUSTRALIAN DOCUMENT EXCHANGE
DX 5622

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KENNETH JOHN PALMER, BA, LL.B.
ROBERT WILLIAM MCCORMACK
WILLIAM JAMES HENTY, LL.B.
MICHAEL LANCASTER GATES
JOHN DAVID EDELMAN
P.J. Gregory, LL.M.
R.J.G. Miles, LL.B.
J.K. Morgan, B.A., LL.M.

AND AT 60 MARTIN PLACE SYDNEY

YOUR REF.

OUR REF. RM.7838

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

26th July 1977

28/7

L

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

Dear Sir,

re: SALE TO EDWARDS - UNIT 64

Further to our telephone conversation with you on the evening of the 25th July, we enclose a photocopy of the letter from Davies Bailey & Cater and the copy letter addressed to Mrs. Edwards received by us on that day.

We have forwarded copies of this letter to your Architect and the Builder, and we request that you confer with them as soon as possible and let us have your instructions in the near future.

We look forward to hearing from you.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

R.C.F. Moloney

c.c. Stocks & Holdings (Canberra) Pty. Ltd.
c.c. Michael Dysart & Associates Pty. Ltd.

July 28, 1977

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

Dear Sir,

RE: UNIT No. 64

We refer to a copy of a letter from Abbott, Tout, Creer & Wilkinson to yourselves regarding work to be completed to the abovementioned unit.

The items in the letter from Davis, Bailey & Cater, noted as additional to the enclosed report, should be attended to by the Contractor.

The report on Site Drainage and subfloor ventilation touches on items which have recently been discussed with Mr. A. Christie and, in fact, ^{we} instructed the builder to remedy almost six months ago. We enclose copies of previous correspondence to the Contractor on subfloor ventilation.

Site Drainage has been a constant source of discussion throughout the project.

The aim of the site drainage has been to control the run-off, divert it, or collect it in sumps connected to the stormwater system.

During construction, before these control measures were effective and downpipes had been connected to the stormwater system, water was found under some houses which had to be relieved or left to dry out.

This situation was more marked in Group 'M' as this group of houses collected all the concentrated roof water from the builder's compound and sheds. Changes in the construction program also lengthened the period that these houses stood in an uncompleted fashion.

When the Contractor agreed to allow our office to control the site shaping for drainage and landscaping, ref. our letter March 23, our Clerk of Works effected the control measures mentioned in Groups 'A', 'B' & 'C'.

Group 'M' was still under construction and we were only able to effect temporary control on the southern side of these houses, diverting surface water to each end of the group.

The effectiveness of this work was impaired by subsequent construction work.

As the water problem was so marked in the group, we agreed to the construction of a relieving trench, grading away from the north wall of each house to the Unit Title Boundary, approx. 600mm deep, containing an agricultural pipe and gravel or blue metal backfill.

These relieving trenches, in addition to the continuous agricultural line and blue metal filling along the retaining wall on the south side, and the grading of entry courts away from the houses, should provide sufficient control of site drainage.

As the recent agreement between the Client and Contractor does not allow for continuous supervision, we have been unable to control siteworks further. We notice on a recent informal visit that filling has taken place at a higher level than the D.P.C. and in some instances covering the vents. Also we have not observed any action related to subfloor ventilation.

We suggest you instruct the Contractor to effect the subfloor ventilation proposed, grade the entry courtyards to groups 'M', 'L' & 'K' away from the houses where possible, and ensure that the water runs to the ends of the groups and is controlled in its flow to the table drains in front of the group or to the parking area sumps if available .

You should also request the Contractor to confirm the termination of the agricultural drainage constructed by them to the retaining walls, as the Contract documents require these to be connected to nominated stormwater pits.

Yours faithfully,
MICHAEL DYSART & ASSOCIATES PTY. LIMITED.



P. Bell

Encl.

EJ:VE

2nd August, 1977
8/8
L

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

Dear Sir,

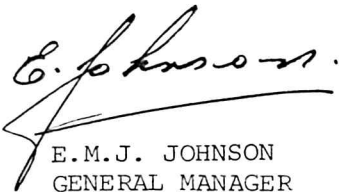
REF: URAMBI COOPERATIVE ADVANCEMENT SOCIETY LTD.
RE: UNIT 64 - RM 7838

We refer to your correspondence dated 26th July, 1977 and wish to advise that the items noted on the correspondence to yourselves from Davies, Bailey & Cater are being attended to, and will be completed no later than P.M. 3rd August, 1977.

We agree in part with Mr. C. Spence - letter dated 19th July, 1977 and can only state that we are giving this item the attention that it requires. At this stage we would like to point out that had it not been for the change of programming by the Society, that Group M would have been completed in January 1977. However, due to the Society's restructuring of cash flow, we were asked to hold progress on Group M in preference to proceeding with work on Groups A, B, C & D, thus exasurbating our problem that should never have existed.

In surmising, the works scheduled for the whole of Group M are very much in line with Mr. Spence's items 1-6.

Yours faithfully,
STOCKS & HOLDINGS (CANBERRA) PTY. LTD.



E.M.J. JOHNSON
GENERAL MANAGER

CONSULTANTS
SIR ALASTAIR STEPHEN
N. R. CONROY

PARTNERS
B. V. C. SETON
T. C. L.M. WALKER
S. J. HOWARD
W. M. BLANSHARD
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Telephone: (062) 48 5222 Telegrams: SJS, Canberra Telex: 62643 DX5610 Canberra

Our Ref. RJE:RW
771530

Your Ref.

Date 19th September, 1977.

The Secretary,
Unit Corporation,
Proprietors Units Plan 119,
C/- Urambi Co-Operative Community
Housing Scheme,
KAMBAH. A.C.T. 2902.

Dear Sir,

UNIT 64, URAMBI VILLAGE - MRS. OENONE IREDALE EDWARDS

We act for Mrs. O. I. Edwards and advise that our client purchased Unit 64 on Friday, 16th September, 1977.

Please forward all future levy notices to our client at 139 Carruthers Street, Curtin. A.C.T. 2605.

Yours faithfully,

S/R 13/10/77
Comp. " 13/10/77