

Ph. 864115

replied 26/11/87  
thank you!

36 Colston St

Leam

ACT 2607

24 November 87.

Dear Robyn,

Thank you for the Urubi Village information forwarded with your letter dated 6 Nov 87.

My son & daughter-in-law, Nigel + Siân own number 66 and are at present in England leaving me to look after any necessary arrangements for their house. I would therefore like, in accordance with the requirements of your letter, to advise you of changes of occupancy.

On the 22<sup>ND</sup> May the house was

let to Mrs J. E. Barnett on a private basis i.e. without the involvement of an agent. However she subsequently had the opportunity of purchasing a house in Urumbi Village so, with my agreement, the house was re-let to Mr Neil Gordon from 24 August 1987. Mr Gordon is the current tenant under an agreement which expires on 21 May 1988 and continues thereafter on a month-to-month basis subject to 30 days notice either way.

Please contact me at the above address if you need any further information or advice.

Yours sincerely,

Michael Hall

NOTICE OF CHANGE OF PROPRIETOR

TO: The Proprietors - Units Plan No. 119

RE: Unit 66 Units Plan No. 119

Notice is hereby given that the above unit changed hands recently. Full details are set out below.

Date of Change of Ownership: 30 May 1979

Previous Proprietor: URAMBI CO-OPERATIVE COMMUNITY ADVANCEMENT SOCIETY LTD

New Proprietor: ROBYN SUE LAWSON

"Urambi Village"  
Address for service, etc. Unit 66, / Crozier Circuit,  
KAMBAH A.C.T. 2902

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



Solicitors for the seller

Date: 4 June 1979

Mrs. Brown - Attached is a bank cheque for the outstanding levies on Unit 66, \$441.24. Would you please let us have a receipt in due course.

Copy Letter from Abbott Tout Creer & Wilkinson

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RM.12112

4th June 1979

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

Dear Sir,

re: URAMBI to LAWSON - UNIT 66

We confirm that this matter was settled on Wednesday the 30th May 1979 and note that we delivered the order authorising the release of the deposit to your office that afternoon.

A settlement statement setting out the financial side of the transaction is enclosed. The money was split up in the normal way, and we remind you that of the money going to Civic Co-op, \$20 will be deducted for their fee for discharging their mortgage.

In passing, we comment that it is customary for banks to also charge a fee for discharging mortgages, generally of the same magnitude. It could be that the Bank of New South Wales is also deducting its fee for discharge from the amount received by it on settlements, or alternatively it may be that the bank has already deducted those fees from Urambi's account, as they prepared all of their discharges at the time when the first sale went through.

We have notified the Body Corporate, the managing agent and the Department of the Capital Territory of the change of ownership of the unit. A memorandum of our costs and disbursements reflecting a "Nil" balance is enclosed.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



c.c. Urambi

SETTLEMENT STATEMENT

AS AT 30 MAY 1979

URAMBI TO LAWSON - UNIT 66

Price	41,500.00
Less Deposit	<u>4,150.00</u>
	\$37,350.00

Rates 1978/79

General	38.01
Sewerage	71.00
Water	<u>61.00</u>
	<u>\$170.01</u>

Paid to 30.6.79	
Buyer allows 64/365 days	29.81

Levies - 2nd quarter 1979  
\$47.52

Paid to 30.6.79	
Buyer allows 64/91 days	33.42

Insurance Levies - 1978/79  
\$37.86 -

Paid to 30.11.79	
Buyer allows 216/365 days	22.40

Occupation Fee \$40 per week

From 28.4.79 to 30.5.79

4 weeks 5 days

Buyer allows	188.60
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Penalty Interest - 10 days at 14%

Buyer allows	143.26
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\$37,767.49

Cheques:

1. Receiver of Public Moneys (Rates)	392.38
2. Receiver of Public Moneys (S.28DA)	1,352.86
3. The Proprietors - Units Plan No. 119	441.24
4. Abbott Tout Creer & Wilkinson	200.00
5. Bank of New South Wales	7,067.80
6. Civic Co-operative Permanent Building Society Ltd	28,271.21
7. Registrar of Titles	<u>42.00</u>
	<u>\$37,767.49</u>

**ABBOTT TOUT CREER & WILKINSON**


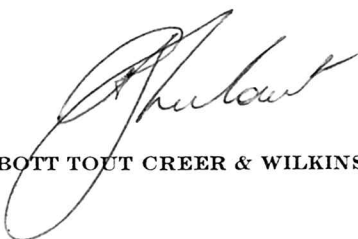
SOLICITORS

P.O. Box 828  
92-96 NORTHBOURNE AVENUE  
CANBERRA CITY. 2601

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

June 1979

Our Reference: RM.12112

DATE	SUBJECT MATTER			
	<p>re: <u>URAMBI to LAWSON - UNIT 66</u></p> <p>TO our costs of and incidental to acting for you on the sale of Unit 66, including receiving your instructions, preparing draft Agreement for Sale and authority to inspect the building file, forwarding to the purchaser, arranging for discharge of mortgages and Section 28DA liability, receiving your further instructions, chasing up exchange of Agreements, exchanging, providing particulars of title and answers to requisitions and enquiries, arranging for settlement, advising you of delay and obtaining your instructions concerning penalty interest, arranging for further settlement, settling, forwarding appropriate notices, reporting to you and generally</p> <p><u>Disbursements</u> Section 39(2) Certificate</p> <p><u>STATEMENT</u> To our costs as above To disbursements as above</p> <p>By amount received on account of costs and disbursements</p> <p>Balance</p>			<p>198 00</p> <hr/> <p>2 00</p> <hr/> <p>\$ 200 00</p> <hr/> <p>198 00</p> <p>2 00</p> <hr/> <p>\$ 200 00</p> <hr/> <p>200 00</p> <hr/> <p>Nil</p> <hr/>
	   <p>ABBOTT TOUT CREER &amp; WILKINSON</p>			

RM.10046A

5th June 1979

The Secretary,  
Civic Co-operative Permanent Building Society Ltd,  
Civic Permanent Centre,  
CANBERRA CITY A.C.T. 2601                      Attention Mr. Phil Maher

Dear Sir,

re: URAMBI CO-OPERATIVE COMMUNITY ADVANCEMENT  
SOCIETY LTD - STOCKS & HOLDINGS (CANBERRA)  
PTY LTD

We refer to our telephone conversation with Mr. Maher on Monday the 4th of this month, and confirm that we have been advised by the Bank of New South Wales that the settlement of the sale of Unit 66 in the Urambi Development cleared Urambi's liability to the Bank, and in fact left the Bank holding an excess.

That excess has been forwarded to us, and in accordance with the irrevocable authorities given by Urambi and instructions we have received from Stocks & Holdings (Canberra) Pty Ltd we enclose our trust account cheque for that balance, \$1,136.11.

We note that Urambi's debt to your Society is also nearing clearance and look forward to hearing from you when this occurs so that funds from settlements may be directed appropriately.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per: 

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

RM.10388

18th July 1979

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

Dear Sir,

re: URAMBI and BROOKER - UNIT 66

We refer to our letter of the 26th February 1979 and our recent telephone conversations with you, and confirm that now that the sale of Unit 66 to Lawson has been completed and damages quantified the time is ripe to take action against Mr. & Mrs. Brooker for the default under their contract of the 23rd March 1978 for the purchase of Unit 66.

Throughout this letter, we shall talk about Urambi taking action as technically the agreement for the sale is made by them. However, in accordance with the agreement between you and Urambi any rights exercisable by Urambi are in effect your rights, and it is to you that we shall be looking for instructions in the matter. One consequence of the agreement between your company and Urambi is that Urambi has not in fact suffered any damage at all by the default of Mr. & Mrs. Brooker - it is your company which has suffered the loss. However, we feel that this technicality is unlikely to be raised and in any event could be circumvented by arguing that you were the assignee of Urambi's rights and were thus entitled to pursue the action as you had suffered damage.

Upon Mr. & Mrs. Brooker not complying with the Notice to Complete of the 26th May 1978 by the due date, the 26th June that year, Urambi acquired a right to terminate the Agreement for Sale and claimed damages pursuant to Clause 22 of the Agreement. You will appreciate that once the sale to Lawson was completed those damages became quantified.

Ordinarily, on termination of the Agreement for Sale you would forfeit the deposit paid by the buyer, but in this case no deposit had been paid and consequently there is no deposit which Urambi can make claim to. However, when suing for breach of contract we feel that Urambi can claim 10% of the total purchase price as damages. We cannot be sure that this claim will succeed, particularly in view of the fact that Mr. & Mrs. Brooker have left

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a considerable quantity of improvements in the property and a court would take this into account. However, the actual damages as opposed to the "bonus" damages which the 10% deposit normally represents do not suffer from the same difficulty.

Urambi's damages can be quantified as follows:-

1. Any deficiency in purchase price arising on the resale.
2. All expenses of and incidental to the resale.
3. The occupation fee payable under Clause 28 of the Agreement for Sale, \$50 a week, from the 24th January 1978 until at least the time when the Brookers vacated the premises. Under the terms of the contract the occupation fee was to continue until completion, rescission or termination, and as none of these events have in fact occurred so far it could be that the buyer will be liable for occupation fee up until the time when we give notice to terminate the contract, which will be in the next day or two.
4. Interest on the total purchase price of \$43,950 at the rate of 14% from the 23rd June 1978 until at least the date when the Brookers vacated the premises. There is a difficulty with respect to this claim, as the clause in the Agreement for Sale dealing with the payment of interest on a delayed settlement, Clause 26, was deleted on exchange and the requirement that interest be paid was imposed by subsequent correspondence. However, we do not feel that this is likely to pose difficulties, in view of the fact that the requirement that they pay interest was imposed in return for an extension of the time limited under a Notice to Complete. We feel that it would constitute a perfectly valid subsequent variation of the original Agreement for Sale.


As foreshadowed above, we are preparing a notice terminating the Agreement for Sale and will arrange to have it served both on Mr. & Mrs. Brooker and on their solicitors, Boardman, Allport, Bell & Finlayson in the next day or two. Once we have done this, we shall commence itemising the damages, obtaining information from you where necessary, and then issue a Supreme Court Writ against Mr. & Mrs. Brooker for the total of those damages.

We trust this report brings you up to date in the matter.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



c.c. Urambi

ABBOTT TOUT CREER & WILKINSON  
SOLICITORS

CANBERRA PARTNERS  
DAVID CLEMENT DAROLD HARPER, B.A., LL.B.  
LAURENCE GUY PROBERT, B.E.C., 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.  
ROBERT WILLIAM MCCORMACK  
WILLIAM JAMES HENTY, LL.B.  
MICHAEL LANCASTER OATES  
JOHN DAVID EDELMAN  
PAUL JOHN GREGORY, LL.M.  
ROBERT JOHN GEORGE MILES, LL.B.  
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  
ABBOTTOUT, CANBERRA

TELEPHONE 49 7788  
DX 5622 CANBERRA

YOUR REF
OUR REF RM.10388

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

24th October 1979

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

Dear Sir,

re: URAMBI to BROOKER - UNIT 66

Thank you for your letter of the 14th August 1979. We note from our telephone conversation with Mr. Douglas on the 17th October 1979 that you still have no clues as to the whereabouts of Mr. & Mrs. Brooker.

We enclose a copy of the Notice of Termination of Agreement for Sale which we are serving today on Mr. & Mrs. Brooker and their solicitors. We have postponed terminating the Agreement until now, because once termination has taken place you are only allowed twelve months in which to commence Supreme Court proceedings against the Brookers. We do not see any point in your throwing away legal costs on futile proceedings, and we thus suggest that it is essential to locate Mr. & Mrs. Brooker before commencing those proceedings.

To that end, would you please let us know what steps you wish us to take in tracking them down. We suggest that the employment of a private enquiry agent would be the most rewarding, and ask that you allow us an initial budget of (say) \$75 for that purpose, and if you are amenable to this let us have a cheque for that amount.

Finally, you will appreciate that we have never rendered a memorandum of costs and disbursements or been paid for any of your dealings with Mr. & Mrs. Brooker, and accordingly we enclose a memorandum of our costs and disbursements to date in this matter.

Yours faithfully,  
ABBOTT TOUT CREER & WILKINSON

Per:

NOTICE OF TERMINATION OF AGREEMENT FOR SALE

TO: Clyde Joseph Rivers Brooker of Unit 66 "Urambi Village"  
Crozier Circuit, Kambah in the Australian Capital Territory

and

Jean Lockhart Brooker of the same address

AND TO: Boardman Allport Bell & Finlayson, Your Solicitors  
IN consequence of your default under the Agreement for Sale made on the 23rd March 1978 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 26th May 1978 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

P.O. Box 828  
92-96 NORTHBOURNE AVENUE  
CANBERRA CITY. 2601

COPY

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

October 1979

Our Reference: RM.10388

DATE	SUBJECT MATTER			
	<p>re: <u>URAMBI to BROOKER - UNIT 66</u></p> <p>TO our costs of and incidental to acting for you in connection with the sale of Unit 66 to Brooker, including receiving your instructions, preparing draft Agreement for Sale, reporting to you and to the solicitors for the buyer, receiving further instructions from you, correspondence with Messrs. Boardman Allport Bell &amp; Finlayson concerning Agreement for Sale, seeking further instructions from you, further discussions with Messrs. Boardman Allport Bell &amp; Finlayson, exchanging Agreements for Sale, seeking your instructions concerning non-completion of sale by the Brookers, issuing Notice to Complete, discussions with you concerning extension of time for settlement under Notice to Complete, correspondence with you and with the solicitors for the Brookers concerning this matter, further correspondence with you and with the Brookers concerning terms of extension of time under Notice to Complete, receiving your instructions concerning second mortgage loan to Mr. &amp; Mrs. Brooker, seeking further instructions from Boardman Allport Bell &amp; Finlayson, correspondence concerning dispute over interest to be paid under Agreement for Sale, further correspondence with Boardman Allport Bell &amp; Finlayson, further correspondence with you seeking instructions, receiving advice from Boardman Allport Bell &amp; Finlayson that the matter is not proceeding, correspondence with you advising and seeking your instructions, researching remedies available to you, reporting to you, issuing Notice of Termination and generally, including all incidental correspondence, attendances and telephone calls</p> <p>ABBOTT TOUT CREER &amp; WILKINSON</p> <p>...../2</p>			<p>\$ 225 00</p>

ABBOTT TOUT CREER & WILKINSON

SOLICITORS

P.O. Box 828  
92-96 NORTHBOURNE AVENUE  
CANBERRA CITY. 2601

October 1979

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Our Reference:

DATE	SUBJECT MATTER				
	Disbursements <span style="float: right;">b/£</span>			\$ 225	00
	Photocopying	4	60		
	Sundries	11	25	15	85
				\$ 240	85
	<u>STATEMENT</u>				
	To our costs as above			225	00
	To disbursements as above			15	85
	Amount due			\$ 240	85


Provisionally approved. 2.8.81



Secretary

66 Mrambi  
Village  
17th July '81

To the Body Corporate,  
Mrambi Village

Dear Sir, I wish to have  
an open fireplace ( type)

constructed at 66 and  
need your approval  
and seal. Thank you in  
anticipation.

Yours sincerely,  
Robyn Lawson

Members,  
Body Corporate,  
Urambi Village  
Crozier Circ,  
Kambah. 2902.

22nd July 1998

Ongoing problems with carpark B entrance.

Dear Members,

This is to notify members of a near accident that took place this morning. I was reversing my vehicle from the parking space next to my residence after having checked there were no vehicles in the vicinity. An unknown dark colored van swang directly into the driveway entrance off Crozier without stopping to check traffic before entering our driveway/entrance. The driver had to hit the brakes and pull the van to the left side of the drive. By rights, the vehicle should have stopped and checked before entering the driveway. I have noticed in the years that I have been resident here, that drivers who are careless and unfamiliar with the B entrance, tend to "swing into" driveway when coming off Crozier Circuit. They are often ignorant of the fact that this area has a blind corner and high pedestrian traffic (the bins and letter boxes being located at the entrance).

As you are no doubt aware, this is not the first time that I and others have experienced these problems (see file 1996). It would seem very important to me that the such incidences warrant reporting to the body corporate so that at all times they are fully aware of the problems associated with this particular entrance.

Yours faithfully,

Suzie Edwards.



c.c.