

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

CANBERRA:
DAVID C. D. HARPER, B.A., LL.B.
PAMELA M. COWARD, B.A., LL.M. (ASSOCIATE)

92-96 NORTHBOURNE AVENUE
CANBERRA CITY

TELEGRAPHIC & CABLE ADDRESS
"ABATOUT," CANBERRA

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.7859

7th October 1976

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

Dear Sir,

re: URAMBI CONVEYANCING

We enclose herewith the following documents
in draft form:

1. A set of Requisitions with answers.
2. Section 39(2) Certificate.
3. Details of Section 46 Special Privileges
pursuant to Requisition 20.03.

Would you please confirm that all documents are
in order, so that we may prepare a final master copy for
handing to you in order that you may arrange for the
appropriate number of copies to be made.

The answers to the Requisitions on Title are as
discussed at the Board Meeting attended by the writer on
Thursday the 30th September, with a minor alteration to
the answer to Requisition 23.01 due to the advice of Jim
Batty that the question of the Articles of the Body
Corporate is nearly resolved and they should be in final
form so that they can be registered immediately after
registration of the Units Plan.

You will note that Section E of the Requisitions
relating to insurance is not complete, and we request
that you provide the necessary details when replying to
this letter. Please make sure that all five items are
covered in your reply. You will also note that
Certificates of Currency are to be produced by the Society
on settlement, and we request that you make appropriate
arrangements so that these will be available in good time.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per: *R.F. Meloney*

REQUISITIONS AND ENQUIRIES - UNITS TITLE

Unit _____ in Units Plan No. _____

from

A. GENERAL REQUISITIONS AND ENQUIRIES

- | | | |
|------|---|--|
| 1.01 | On completion the vendor/mortgagor must be registered as the proprietor of the Unit Lease, and both it and the Units Plan must be free from all encumbrances, caveats and restrictions other than those agreed to between the parties. | Noted |
| 1.02 | Final search must be satisfactory. | Noted. |
| 2. | All rates, taxes and charges (if any) levied on the unit and the common property must be duly paid at the date of completion, and any apportionments necessary carried out on that date. Details and evidence of payment should be provided upon request. | Noted. No rates or levies have been made yet, and the vendor's undertaking to pay its share will be handed over on settlement. |
| 3.01 | Has the vendor/mortgagor received any notice or notices affecting or relating to the unit whatsoever? | No. |
| 3.02 | Has the vendor/mortgagor any notice or knowledge of any of the following matters affecting or relating to the unit or the common property:- | |
| A. | Resumption or intended resumption? | No. |
| B. | Realignment or intended re-alignment of any of the streets within or adjacent to the common property? | No. |
| C. | Anything requiring the carrying out of any work, alterations or repairs? | No. |
| D. | Anything prohibiting, restricting or affecting the use or enjoyment of either the unit or the common property? | No. |
| E. | Any work which has been, is being or is going to be carried out by any authority for which the body corporate or the proprietor of the unit might be liable? | No. |
| F. | Any encumbrances, easements, leases, licences or rights not disclosed by the title or the Units Plan or implied by the Unit Titles Ordinance and not discoverable on search? | No. |

If any of the answers to this requisition are in the affirmative, the purchaser/mortgagee requires full details.

- | | | |
|------|--|------------------------------------|
| 4.01 | Survey of the unit and of the common property must prove satisfactory. | Noted |
| 4.02 | Does the vendor/mortgagor have a copy of a survey report, and if so may we inspect it? | The Units Plan is itself a survey. |
| 5. | Are any of the fixtures, fittings or other items (if any) included in the transaction | |

- 6.01 If applicable, the following certificates must be handed over at settlement:-
- A. Certificate as to Fitness for Occupancy and Use for the unit. Noted
 - B. Certificate of Compliance for the unit. Noted.
 - C. Certificate under Section 28DA, City Area Leases Ordinance. Noted.
 - D. Certificate under Section 28(3), City Area Leases Ordinance. Not applicable.
 - E. Certificate under Section 28(2C), City Area Leases Ordinance. Not applicable.
 - F. The consent of the Minister to the transaction in accordance with the Unit Lease. Noted.
- 6.02 Have any changes or alterations been made to the unit which require the approval of the building authority and a further Certificate as to Fitness? If so, and subject to the agreement between the parties, a further Certificate must be handed over on settlement. No.
- 6.03
- A. Is the unit fenced? No
 - B. If so, is the fencing on the proper boundary lines? Not applicable.
 - C. Are any contributions payable by the vendor/mortgagor in respect of any existing or proposed fencing? No.
- 7.01 Who is in occupation or possession of the subject unit? The vendor.
- 7.02 If the sale is expressed to be subject to an existing tenancy, full details must be supplied, and the landlord's copy of the lease agreement and a notice to the tenant as regards payment of rent should be handed over on settlement. Not applicable.
- 7.03
- A. Was the unit leased on 1 January 1973? No.
 - B. If so, what was the rental at that date? Not applicable.
- 7.04 Has any application or determination under the Landlord and Tenant Ordinance ever been made about the leasing of the unit? No.
- 8.01 Has any court order been made or applied for in respect of the unit pursuant to any present or past legislation relating to divorce or separation? No.
- 8.02
- A. If the vendor/mortgagor is a natural person or persons, has the vendor/mortgagor or any of them ever been declared bankrupt or insolvent or entered into any scheme of arrangement with his or her creditors pursuant to the Bankruptcy Act? Not applicable.
 - B. Is the vendor/mortgagor under any other legal disability? Not applicable.
- 8.03 If the vendor/mortgagor is a corporate entity:-
- A. Has an official manager, receiver, liquidator, administrator or similar official been appointed? No.
 - B. Are any applications for such an appointment currently pending? No.
- 8.04 Are there any judgments, orders, decrees or executions against the vendor/mortgagor which remain unsatisfied? No.

The right is reserved to make further requisitions, objections and enquiries whether arising from your replies hereto or otherwise. Unless we are notified to the contrary in writing prior to completion

B. THE UNITS PLAN AND THE COMMON PROPERTY

- 9.01 A. Has any order for cancellation or alteration of the Units Plan been made under Part VIII of the Ordinance? No
- B. Are any applications for such an order proposed or in progress? No.
- C. If so, are any applications for a fresh Units Plan proposed? (Section 11). Not applicable.
- 9.02 A. Has any order been made under Section 11A of the City Area Leases Ordinance? No.
- B. Are any applications for such an order proposed or in progress? No.
- If so, please give full details, including details of the alteration of the schedule of the unit entitlement. (Section 28).
- 10.01 Where is the Certificate of Title for the common property kept? With the Body Corporate's solicitors.
- 10.02 Has the body corporate agreed to transfer or mortgage in any way the common property? (Section 26(2)). No.
- 11.01 Has the body corporate or anyone on its behalf received any notice or notices affecting the common property or any unit? No.
- 11.02 Has the body corporate any notice or knowledge of any of the following matters affecting the common property or any unit:-
- A. Resumption or intended resumption? No.
- B. Realignment or intended realignment of any of the streets within or adjacent to the common property? No.
- C. Anything requiring the carrying out of any work, alterations or repairs? No.
- D. Anything prohibiting, restricting or affecting the use or enjoyment of either the unit or the common property? No.
- E. Any work which has been, is being or is going to be carried out by any authority for which the body corporate or the proprietor of any unit might be liable? No.
- F. Any encumbrances, easements, leases, licences or rights not disclosed by the title or the Units Plan or implied by the Units Titles Ordinance and not discoverable on search? No.
- If any of the answers to this requisition are in the affirmative, please provide full details.
- 12.01 Is the common property fenced? No.
- 12.02 If so, is the fencing on the proper boundary line? Not applicable.
- 12.03 If not, have any notices requiring the erection of fencing been issued by the Minister under the City Area Leases Ordinance? No.
- 12.04 Are any contributions payable by the body corporate in respect of any existing or proposed fencing? No.
- 12.05 Are any of the fixtures, fittings or other items on the common property the subject of a hire purchase agreement, a bill of sale or any encumbrance? No, but future equipment acquired by Body Corporate may be.

13. A. Have any orders been made requiring the body corporate or the committee to carry out requirements of the Ordinance or to perform its duties? (Section 113). No.
- B. Are any applications for such an order proposed or in progress? No.
14. A. Has an order appointing an administrator of the body corporate been made under Part VII of the Ordinance? No.
- B. Are any applications for such an order proposed or in progress? No.
15. Has the body corporate carried on business contrary to the provisions of Section 41 of the Ordinance? No.
16. Are there any judgments, orders, decrees or executions against the body corporate which remain unsatisfied? No.
- 17.01 Has the body corporate carried out its duties under Section 36(1) of the Ordinance? Yes.
- 17.02 Has the body corporate opened and maintained a bank account? Please provide details. (Section 37(1)). Yes, with the Commercial Bank of Australia, The Boulevard, Canberra City.
- 17.03 Have any moneys of the body corporate been invested? If so, please give full details. (Section 37(2)). No.
- 18.01 Who are the members of the committee of the body corporate? (Section 40). D.Watson, G.McAlpine, J.Maher, A.Christie, C.Lang, J.Batty, I.Lowe
- 18.02 Has any agent or secretary responsible for the day to day business of the body corporate been appointed? If so, please give his name and address. (Section 57). No.
- 19.01 If requested, the vendor/mortgagor should provide consent in writing to enable us to request that the body corporate issue a Section 39(2) Certificate and make available the books and records of the body corporate. (Section 39). Noted
- 19.02 Where may the books and records of the body corporate be inspected? At the office of the Body Corporate solicitors,
- 20.01 Has the body corporate used its borrowing powers, (Section 42), or its powers of acquisition and alienation of property, (Section 44)? If so, please give full details. No.
- 20.02 Has the body corporate entered into any agreements for repair, maintenance, amenities, services, etc. under Section 45? If so, please give full details. No.
- 20.03 Has the body corporate granted any special privileges in respect of the common property? (Section 46). If so, please give full details. Yes - full details attached.
- 20.04 Has the body corporate the right to recover any sum from any member pursuant to Sections 47 or 48 of the Ordinance? If so, please give full details. No.
21. Were all acts done by the committee of the body corporate prior to the first annual general meeting authorised by unanimous resolution? (Section 50). Yes.
22. Have minutes, records and accounts been kept in accordance with Section 58 of the Ordinance? Yes.

23.01 Have there been any alterations to the articles of the body corporate as shown in the schedule to the Ordinance? (Section 80). If so, please give full details.

Yes, these ^{have} ~~will~~ be registered ~~in~~ ~~due course for an~~ ~~searching~~ ~~are available~~ ~~for search.~~

23.02 Is the vendor/mortgagor or the body corporate aware of any proposed alteration to the articles?

No.

D. LEVIES

- 24.01 Please give full details of the contributions levied by the body corporate in respect of the unit. Nil
- 24.02 Have all contributions been calculated proportionately on the basis of unit entitlement? If not, please give full details of the proportions in which contributions are payable, and the method of calculation. Not applicable.
- 24.03 Please state the total amount owing to the body corporate in respect of unpaid contributions under Section 38(6). Nil.
- 24.04 To what date are contributions in respect of the unit paid and on what date will they next fall due? No levies to date.
- 24.05 A certificate under Section 39(2) of the Ordinance should be returned herewith or produced on settlement confirming your answers. Attached.

E. INSURANCE

- 25.01 Has any resolution been taken pursuant to Section 82(3) that the body corporate need not insure in accordance with the Ordinance? No.
- 25.02 Please give the following details in respect of insurance taken out in respect of the buildings in the Units Plan.

Insurance Company	Policy No.	Amount of Cover	Premium	Current Till
<i>South British United Insurance Co Ltd.</i>		<i>\$2,725,000</i>		

- 25.03 Please give full details of all workers' compensation insurance taken out by the body corporate.

Insurance Company	Policy No.	Amount of Cover	Premium	Current Till
<i>South British United Insurance Co. Ltd.</i>				

- 25.04 Please give full details of all public liability insurance taken out by the body corporate.

Insurance Company	Policy No.	Amount of Cover	Premium	Current Till
<i>South British United Insurance Co. Ltd.</i>		<i>\$200,000</i>		

- 25.05 Please give full details of any other insurance taken out by the body corporate. Nil.
- 25.06 Evidence should be produced prior to or at settlement that the premiums in respect of the above insurances have been paid and that the insurances are current. Noted.- Certificate of Currency will be produced on settlement.

Dated:

ABBOTT TOUT CREER & WILKINSON

S.39 (2) (a) CERTIFICATE

The Proprietors - Units Plan No. hereby certify that no contributions have been determined in respect of any of the units in Units Plan No. and that no amounts remain unpaid in respect of any of those units.

UNITS PLAN NO. _____

DETAILS OF S.46 SPECIAL PRIVILEGES GRANTED

The Proprietors of the following units have been granted exclusive occupation of the areas described:-

1. Unit 18 - an area of 6m x 1.73m on the north side of the unit where a verandah deck has been constructed.
2. Unit 44 - an area sufficient to accommodate the protruding half of the spiral staircase built on the middle of the east side of the unit.
3. Unit 10 - an area sufficient to accommodate the protruding half of the spiral staircase built on the middle of the south side of the unit.
4. Units 19, 20 and 21 - the area bounded on the west by the easternmost wall of Unit 20, on the south by the northernmost wall of Unit 19, on the east by a line extending north from the intersection of the northernmost and easternmost walls of Unit 19 for a distance the same length as the length of the easternmost wall of Unit 20, on the north by a line extending west to the intersection of the southernmost wall of Unit 21 and the easternmost wall of Unit 20 (being the point of commencement).

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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

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

SYDNEY:
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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. RV. A11025
SER. REF. RM. 8545

11th November 1976

Messrs. Crowley & Chamberlain,
Solicitors,
DX 5611,
CANBERRA

WITHOUT PREJUDICE

Dear Sirs,

re: URAMBI TO MOORE, T.C.

We have now obtained instructions from our client
in this matter.

The position with this matter is that you are
alleging on behalf of your client there has been no exchange
of contracts, on the basis that the contract exchanged was
altered and thus constituted a counter offer, which was not
accepted by your client.

The alterations on which you base this contention
are stated in your letter of the 2nd June 1976, and you refer
to two points:-

- (a) the addition to Clause 2(a) of the Agreement of
the words "which shall vest in the vendor forthwith" .
- (b) our client's letter concerning the question of the
wardrobe in the third bedroom of the unit.

Dealing with the first point first, we dispute that
this addition alters the contract in any way whatsoever.
The standard Contract for Sale where the deposit is to remain
with a stakeholder states so quite clearly, and the words
added here were merely to clarify the position, and did not
alter the effect of the previous wording at all. Furthermore,
your client has initialled in the margin exactly opposite the
place where the additional words were to be inserted, and we
would submit it is quite clear that she intended those words
to be added, but the point was overlooked.

Turning now to the second point, we submit that exchange
of contracts was effected on the basis that the wardrobe would
be included, and our client subsequently requested a variation
of the contract by that letter. If your client did not wish to
agree to pay the additional cost of the wardrobe, then she was
free to refuse to do so. This seems to be what, in effect,
has happened.

contd/.....

Accordingly, we contend that a valid exchange of contracts took place. Assuming this to be the case, then your client would be subject to the default provisions set out in Clause 12 of the Contract, unless she is entitled to bring the contract to an end on the basis that she has not had her finance approved (Clause 16).

In any event, we submit that our client is entitled to keep the \$400.00. Firstly, on the basis that there was an unwritten agreement between your client and our client that our client would investigate the question of this type of housing on behalf of your client as a member of the Society, and that your client would be liable to pay for the cost of doing so up to a maximum of \$400.00. In the present case the amount of work done by our client clearly justifies more than that amount. Alternatively, we submit that our client is entitled to claim the sum of \$400.00 from your client on the basis of a quantum meruit, running along similar lines.

Our client has asked us to point out that every other member who has withdrawn has accepted the need for a sum to be deducted from the amount that they have paid to the Society, and regarded it as perfectly fair. Our client feels that your client is trying to obtain an undue advantage in this situation, and is inclined to resist strongly your client's claim.

We look forward to hearing your reaction to the above letter.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

1/2 M Legal

ABBOTT TOUT CREER & WILKINSON

SOLICITORS

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

**92-96 NORTHBOURNE AVENUE
CANBERRA CITY**

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TELEPHONE: 49-7788

SYDNEY:
JAMES NEILL CREER

AND AT 60 MARTIN PLACE SYDNEY

CANBERRA DOCUMENT EXCHANGE 22

PETER MARSHALL WILKINSON, LL.B.
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JOHN DAVID EDELMAN

YOUR REF
OUR REF RM.7859

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

2nd December, 1976.

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

Dear Sir,

Could you please provide us with the following items with a view to settlement:-

- proch. j. w. p.
SBB 7/12.*
1. 73 photocopies of the certificates of currency in respect of the public liability and building insurance held by the body corporate of Unit Plan 119. We advise that both certificates of currency may be photographed on to the same sheet of paper, if more convenient.
 2. The ~~SI~~ Section 28DA Applications which are enclosed, duly executed by the society. You will note that we have affixed the common seal to the documents, and all it requires is the signature of two directors and a secretary. Please do not date the document. We suggest that a person with a small signature be chosen to sign as the second director.
 3. The enclosed undertaking in connection with rates and levies. Could you please photocopy this 73 times, and arrange for two directors and a secretary to sign where appropriate on each of the 73 photocopies. We will affix the common seal of the society to the undertakings when they are returned to us.

It may also be that we will require up-dated section 39(2)(a) certificates for settlement, and if this is the case we will contact Chris. Lang in due course.

Yours faithfully,
ABBOTT TOUT CREER & WILKINSON

Per:

R. M. Moloney

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

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SYDNEY: ROBERT JOHN McCOURT, B.A., LL.B.
(ASSOCIATE)

AND AT 60 MARTIN PLACE SYDNEY

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JOHN DAVID EDELMAN

YOUR REF

OUR REF DH.7800

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

20 April 1977

1915
L

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

Dear Sir,

Attention: Mr Christie

Re: MULTIPLE INVESTMENTS PTY LIMITED

We have been served with a notice of intention to proceed in this matter, filed by the solicitors for the plaintiff company on 19 April.

It was necessary for the plaintiff to take this step as no other procedural step had been taken in the matter for more than a year.

At the end of one month after filing the notice, the plaintiff can proceed with the action by filing a statement of claim, and we assume from the fact that the notice has been filed that this will be done.

We thought that we should advise you immediately of the fact that the proceedings are evidently regarded by the plaintiff as still being on foot. We would have no real doubt that the hearing of the matter can be delayed until after the Society has fulfilled its purpose and is entirely devoid of assets.

Yours faithfully,
ABBOTT TOUT CREER & WILKINSON

Per: 

Clasfear: I have to apologise for the delay
as well as plead ignorance in this case

L

Building file

CROWLEY & CHAMBERLAIN

BARRISTERS & SOLICITORS

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

TELEPHONE 476166 STD CODE 062

OUR REF. B.13335
YOUR REF:

~~13th May 1977~~
18/5.

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

Dear Sir,

re: Stocks & Holdings (Canberra) Pty. Limited

We act for the abovementioned Company and are instructed that progress payments totalling approximately \$660,500.00 are owing in respect to your Society's Building Agreement with our client.

We are instructed to advise that, unless all progress claims properly payable pursuant to the terms and conditions of the Building Agreement are paid by the 10th day of June 1977, all work on the project will be suspended pursuant to the conditions of Clause 12 of the Building Agreement.

Would you also please advise whether your Society would be prepared, subject to the consent of the existing first and second mortgagees, to grant a third mortgage to secure the payment of all monies owing pursuant to the terms and subject to the conditions of the Building Agreement.

Yours faithfully,
CROWLEY & CHAMBERLAIN

Per: 

Alastair: these matters are obviously germane to our current situation

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.

Smith, Den Hall & Gallop

Barristers & Solicitors
1st Floor, T & G Building,
39 London Circuit,
Canberra City, A.C.T. 2601
P.O. Box 794
C.D.E. DX 5630
TEL. 488-111
STD 062

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
Associate
John D. Harris LL.B.

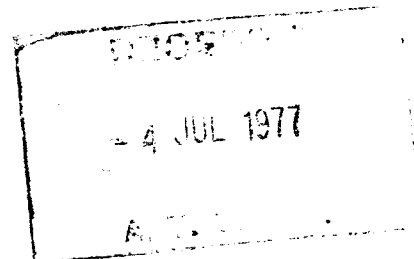
Your Ref

RM.8537

Our Ref 32296/07/26

July 1, 1977

Messrs Abbott Tout Creer & Wilkinson,
Solicitors,
DX 5622,
CANBERRA



DearSirs,

Re: Butler & Evans-Butler from Urambi

We refer to your letter of the 16th June 1977 which we received on the 22nd June enclosing therewith your cheque for the sum of \$3,199-72.

Our client has now returned from overseas and we have discussed with him the extent of the deductions which the Society have made from the deposit moneys of \$4,000-00.

Might we say at the outset, that the deductions which the Society have made are considerably higher than what both our client and ourselves were originally led to believe. You will recall that subsequent to the conference which our client had with Mr A. Christie of the Society on the 5th April 1977 and our telephone discussions and letter to you of the 6th April 1977 that it was envisaged that the administrative expenses associated with the resale, inclusive of legal costs, would be in the vicinity of \$200-00 whilst the bridging costs would be 13½% per annum. It was not until we received your letter of the 5th May 1977 that we were advised that the administrative charge would be \$400-00 with legal costs associated with the resale to be added on to this whilst the bridging interest rate was 14% per annum.

Whilst our client does not wish to make an issue of the half per cent per annum increase in the bridging interest rate and is prepared to accept your calculation of \$125-28, Mr Butler does strongly object to the combined total of the administrative charges and additional legal fees amounting to \$675-00 which is some \$475-00 higher than anticipated. Our client recognises the justification for bearing the costs of the additional legal fees amounting to \$275-00 which would appear to be a reasonable assessment of your costs. However, it would seem that the

.....2/

2/.....

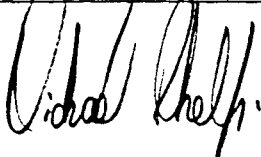
July 1, 1977

Re: Butler & Evans-Butler -
purchase from Urambi

administrative charge of \$400-00 is quite unreasonable particularly as our client understands that the Unit was resold at a higher price than that which our client was paying. In these circumstances we would suggest that there was no real justification whatsoever for imposing an administrative charge and certainly not to the extent which the Society claims.

We look forward to hearing from you on the above.

Yours faithfully,
SNEDDEN, HALL & GALLOP



MICHAEL J. PHELPS

Legal

ABBOTT TOUT CREER & WILKINSON

SOLICITORS

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

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"ABATOUT," CANBERRA

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

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MICHAEL LANCASTER OATES

JOHN DAVID EDELMAN

YOUR REF
OUR REF RM.7859

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

26th May 1977

27/5
L

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

Dear Sir,

re: URAMBI CO-OPERATIVE C.A.S. LTD:

We thank you for your letter of the 17th May 1977, enclosing notes of conversations between the Society and the writer and Mr. David Harper of this firm.

We confirm the advice quoted by you in your letter, and also that the notes reflect the spirit of the discussions held and the verbal advice given, with one exception.

This relates to Item 2(b) of the notes of the discussions of the 19th April 1977. The last sentence of that sub-paragraph states that the builder cannot wind up the Society because it is not in default under the terms of its mortgages with Civic and the Bank of New South Wales. As you are no doubt now aware this is not correct, and both the writer and Mr. Harper recall that what was stated was that neither Civic nor the Bank of New South Wales had any right or indeed reason to take any action against the Society at that time, as you were not in default under either of those mortgages. The position with the builder was and still is that the builder could go through the procedures outlined in Section 222 of the Companies Ordinance if it chose to do so, serving a demand for payment on you which gives you three weeks to meet that demand, and then going to Court and winding you up. We confirm that this course of action would take at least five weeks after service of a demand on you before liquidation became a reality.

Turning now to your verbal requests for advice of the 19th May 1977, which were confirmed in writing the next day, we confirm our verbal advice:-

1. The best way to protect the purchaser/member

contd/.....

Handwritten initials

who has exchanged but not settled.

WPH We confirm that there is no effective, ^{method} of completely protecting persons in this position, in that if nothing further happened under their contract by reason of either Stocks & Holdings ceasing to build or a liquidator being appointed and disclaiming the contract, the only rights left to those persons would be to ~~see~~ ^{see} Urambi as unsecured creditors. However, we confirm that we feel it unlikely that either of the above events will occur for practical reasons.

2. Can funds on hand be used to pay another builder if Stocks & Holdings cease work. We have discussed this point fully with you, and merely confirm our advice that contracting with a builder may well involve some form of fraud, direct or indirect, sufficient to render directors of the Society liable to prosecution under the Companies Ordinance.

3. Is the final price letter binding.

We confirm that before the final price letter is sent out, there is no reason why Urambi should not raise its prices. The effect of the final price letter is arguable, but we feel that it is likely that it is not binding on the Society in that the purchaser receiving it cannot show that he gave anything for that undertaking from Urambi, and that it is thus not binding because no "consideration" was given by the purchaser for the fixing of the price at a lower level than that at which Urambi is entitled to fix it.

4. We feel that the position of persons who have exchanged but not completed has been outlined fully in Point 1 above.

5. As we do not have a copy of the Rules of the Society to hand, we are unable to say whether they permit an arrangement where unsold units are passed to Stocks & Holdings in settlement of their debt.

6. We confirm that we can see no practical advantage in giving a third mortgage to Stocks & Holdings, other than that it would give priority to it over other creditors. We point out that giving such a mortgage would entail obtaining the consent of the first and second Mortgagees, which we feel is unlikely to be forthcoming. Whether such a mortgage would give Stocks & Holdings the power to control or wind up the Society would depend on the terms of that mortgage.

7. Payments to other creditors. We feel that the correct attitude to be taken by Urambi as far as payments to other creditors is concerned is to pay those which are essential to the continued running of the Society. The Society should avoid making any payment which does fall into this category.

We confirm that there is no way in which Stocks & Holdings can endeavour to obtain funds from purchasers direct, other than by endeavouring to raise prices on sold but unsettled units.

Robert

8. Transfer of title to members before issue of a Certificate of Fitness entails obtaining consents from the Department of the Capital Territory to both the transfer and any mortgages which the purchaser may wish to use to finance the purchase, and also providing sufficient evidence to the Department the purchaser has both the funds to complete an existing contract with a builder for that completion.

9. Is the Society required to notify the Registrar of Co-operative Societies. A perusal of the Co-operative Societies Ordinance discloses no such obligation, and we in fact feel that it may precipitate an unwarranted crisis if you were to do so.

10. Can the Society determine the building contract with Stocks & Holdings. We feel that taking this action at present would appear to be nothing more than a diversionary device, and we suggest that this matter be left in abeyance for the present.

We enclose a copy of our reply to the letters we have received recently from Messrs. Crowley & Chamberlain, the solicitors for Stocks & Holdings (Canberra) Pty.Limited. We note that the form of this letter was approved by Mr. Christie prior to it being despatched.

copy is not enclosed as we will refer to the file 1000.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:

Legal

ABBOTT TOUT CREER & WILKINSON
SOLICITORS

CANBERRA:
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DX 5622

PLEASE ADDRESS ALL CORRESPONDENCE TO
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CANBERRA CITY, A.C.T. 2601

YOUR REF. 32296/07/26
OUR REF. RM.8537

5th July 1977

Messrs. Snedden Hall & Gallop,
Solicitors,
DX 5630,
CANBERRA

Good stuff!!

Dear Sirs,

re: URAMBI - BUTLER & EVANS-BUTLER

We thank you for your letter of the 1st July 1977.

In our letter to you of the 5th May 1977, we clarified the costs involved in the re-sale of this unit. At that time, the Contract with the proposed new purchaser of Unit 11 had not been exchanged, and that Contract was not in fact exchanged until the 2nd June 1977. Your clients obviously had a choice at that time whether to continue with their purchase, or alternatively whether to pull out on the terms and conditions given in that letter. They chose the latter course, and we cannot see that they now have any cause for complaint.

Our client could have regarded your clients' unwillingness to proceed as an anticipatory breach of the Contract and terminated it with the normal consequences of forfeiture and liability on your clients for expenses. Obviously this course of action would have been far more Draconian as far as your clients were concerned than the one pursued.

A re-reading of your letter gives the writer the impression that the only amount that your clients are complaining about is the \$400.00 administrative charge. We point out that this is much less than the amount that a real estate agent would have charged for re-sale of the unit, which was the alternative open to your client had it wished to proceed with the purchase and then rid itself of the unit.

Finally, we point out that our client has given your client exactly the same treatment as it gave any other buyer who pulled out at that particular stage. In fact, the total amount payable by some members, due to factual circumstances such as special advertising expenses, longer periods before re-sale, etc., has been higher than that paid by your clients. Neither ourselves nor our client can see any grounds for complaint.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

R. J. McCourt

Per:

32296/07/26

RM.8537

19th July 1977

Messrs. Snedden Hall & Gallop,
Solicitors,
DX 5630,
CANBERRA

Dear Sirs,

re: URAMBI - BUTLER & EVANS-BUTLER

We thank you for your letter of the 14th July 1977.

The last sentence of the main paragraph of your letter indicates that you and your clients are under a misconception. Every person who has pulled out has paid our legal fees, penalty charges, and special advertising expenses. Your clients are in no way unique.

Whether or not our client makes a profit on resale is completely irrelevant. Our client made an agreement with yours about the terms and conditions on which your client could pull out, and had our client sold the unit at a loss we doubt that it would have looked to your clients for the short fall. Furthermore, in the situation where your clients default, and we suggest that they have either done so or come very close to it, provisions of this and any normal Contract for Sale state that the unit can be re-sold and do not state that any profit has to be taken into account.

Our clients are not prepared to reconsider the matter, and in fact feel that your clients have received extremely lenient treatment. The writer doubts that they would receive such treatment had they been purchasing a house from a normal commercial developer.

Yours faithfully,

ABBOTT TOUT CREER & WILKINSON

Per:



*This approach
confined in discussion
with KCFM
McE
29/7/77*

Snedden Hall & Gallop

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Associate
John D. Harris LL.B.

Your Ref

RM.8537

Our Ref 32296/07/26

July 14, 1977

Messrs Abbott Tout Creer & Wilkinson,
Solicitors,
DX 5622,
CANBERRA

Dear Sirs,

Re: Butler & Evans-Butler from Urambi

We refer to your letter of the 5th July 1977.

As you so rightly indicated in the second last paragraph of your letter, the only amount which our clients really dispute is the administrative charge of \$400-00. Whilst it is true that this figure is much less than an Estate Agents sales commission, we don't believe that this aspect is at all relevant. The real issue, as both we and our clients see it, is simply that the unit was resold at a profit to the Society (although you have not indicated the extent of such profit) and indeed the Society and its members would appear to have gained financially by our clients decision not to proceed with the purchase. Whilst our clients do not begrudge the Society gaining financially in this manner, they do believe that in the circumstances it is quite unconscionable for the Society to tack on the \$400-00 administrative charge. The fact that other buyers pulling out may have paid more is completely irrelevant as indeed our clients also paid your firms legal fees, penalty charges before resale and were also prepared to bear any special advertising expenses.

We would request that your client reconsider the matter.

Yours faithfully,
SNEDDEN, HALL & GALLOP


MICHAEL J. PHELPS

1977