Mestpac Banking Corporation

Our Ref: VL/WNP

20 March, 1985

First Bank in Australia

360 Collins Street, Melbourne G.P.O. Box 774H, Melbourne Vic. 3001 Australia Telephone: 607 3222

Legal Administration Section, Chief State Manager's Office D 135

Mr. Glen Thompson, 4 James Street, WHITTLESEA, 3757

Dear Mr. Thompson,

Referring to your letter dated 26 February, 1985 we supply the following answers to your queries:-

No

2/3.No interest payments were received by the Bank

- 4. \$5,000 10/10/80) vouchers not available to determine) who made the payment but relates) to Lot 1 on P/S 134684
- 5. At the request of Solicitors Palmer, Stevens & Renwick branch released partial withdrawal of Caveat subject to payment of \$5,000 re Lot 1 on P/S No. 134684
- Records indicate branch did not control title held by Palmer, Stevens and Renwick
- 7. Search of title reveals purchaser did not lodge a caveat.
 Contract of Sale dated 26 November, 1979 whereas transfer of land into name of K.R & Y.R Buchanan appears to have been lodged for registration on 27 November, 1979.

The Bank was holding the contract as security and was obliged to re-assign its interest to the Assignor upon repayment of the Assignor's obligations to the Bank

- 8/9.0nly one assignment required whether one or more advance facilities
 Search indicates Bank lodged caveat 8 January, 1980 5 days after date of assignment of Sale
- 10. Bank consented as Caveator Application for Plans of Subdivision lodged by Solicitors Palmer, Stevens and Rennick
- 11. Bank ceased to have interest in contract of sale November, 1980.
- 12. Refer clause 1 of Assignment of Contract of Sale which reads "subject to the proviso for redemption contained herein".

- 13. Standard Bank form
- 14. No
- 15. Part of ex CBA documentation was a General Lien which contained a power of attorney enabling transfer document to be signed.
- 16. There does not appear to be any legal obligation for an Assignee to notify a purchaser of an assignment of contract of sale.
- 17. Branch have forwarded all available records. Should some individual wish to fabricate documents an explanation would be required from that individual for the reason of the appearance of further documents.

Yours faithfully,

W.N. PRITCHARD Manager, Legal