

850013

Glenn Thompson
4 James St
Whittlesea
Vic 3757
26/2/85

Neil Pritchard
Manager Legal
Westpac Banking Corporation
360 Collins St.,
Melbourne
Vic 3001

D 134

Dear Neil

Re Contract of sale K.R. & Y.R. Buchanan to myself
as assigned to the bank 3/1/1980

I thank you for your cooperation in this matter to date and
now as discussed submit for your comments the following
preliminary queries.

- 1/ Did the C.B.A. have a requirement that contracts be in force for a minimum time before the bank would accept them as security for assignment purposes. If so why was this requirement not observed in this instance.
- 2/ In respect of the above contract there were interest rests of 6 months. What arrangements did the bank have for receipt of that interest.
- 3/ What interest payments were received by the bank pursuant to the above contract and on what dates were those payments made.
- 4/ What principal payments were made to the bank pursuant to the above contract and on what dates.
- 5/ Under what terms and conditions did the bank grant a partial release of caveat in respect of portion of the land which remained subject to the above contract during the currency of the assignment.
- 6/ To whom did the bank give control of the title relating to that portion of the land which although still subject to the above contract the bank had withdrawn its caveat.
- 7/ In respect of the partial release of caveat referred to in query 5, as the bank was relinquishing control of portion of the land which remained subject to the above contract what steps did it take to ensure the rights of the purchaser were not prejudiced.

D 132

In respect of that portion of the land released by the bank during the currency of the assignment how was the bank able to accept that portion as security for a separate advance facility while that portion was still subject to the contract assigned to the bank.

- 9/ In respect of the separate advance facility referred to in query 8, although this facility was granted during the currency of the assignment using portion of the same land as security the interest of the bank in this portion in respect of the second facility was not registered with the Titles Office until an inordinate period of time had elapsed. During this period of time the bank did not have control of the duplicate certificate of title nor did it have an interest registered in respect of either facility. The banks interest in respect of the second facility was not registered nor was an attempt made to register until after the date that I am advised by the bank the first facility was disposed of. How and why did this occur.
- 10/ In respect of the several plans of subdivision lodged with the Titles Office and effecting the subject land during the currency of the assignment what instructions or permission did the bank give to the Titles Office having regard to its rights as caveator.
- 11/ In what manner was the contract disposed of by the bank and to whom and on what date or alternatively in what manner was the contract satisfied and to whom were the duplicate certificates of title delivered and on what date.
- 12/ In respect of clause 3 of the deed of assignment regarding the above contract, as the original vendor had assigned all right title and interest in the contract and subject land to the bank and the bank had assumed the role of vendor therein, who was obliged to perform and observe the terms and conditions of the contract as vendor.
- 13/ Did the bank prepare the relevant deed of assignment or was the deed of assignment prepared by the original vendor or his solicitor.
- 14/ Was or is the bank holding in escrow a transfer of land in favour of myself in respect of the subject land as part of normal security documentation for assigned contracts. If so and if the bank no longer has control of this document to whom was it delivered and under what circumstances.

If the bank was not holding the transfer referred to in query 14 above how did it propose to be in a position to effect transfer to myself had I become aware of the assignment to the bank and elected to settle with the bank.

16/ Why did the bank not communicate with myself as purchaser to advise me that the bank had assumed the role of vendor, as it was obliged to do.

17/ What steps is the bank taking to ensure that no individual who may have been involved in the original transaction herein is in a position to fabricate documents.

Would you please acknowledge receipt of this letter by return and at the same time list for me those documents which the bank has managed to locate in respect of this matter to date. Would you also indicate whether or not further documents are likely to come to hand in the future. Would you also indicate what period of time is likely to be required by the bank in order to comment on the above queries.

Thanking you in anticipation.

Yours Faithfully

Glenn Thompson.


Mr. Glenn Thompson,

Receipt of letter acknowledged.

Documents held at present:

1. Contract of Sale dated 26/11/79 - Buchanan to Thompson
2. Assignment of Contract of Sale - Buchanan to C.B.A Ltd.

Reply to your questions will be forwarded as soon as possible.


W.N. PRITCHARD
Manager, Legal
28 February, 1985