

BUILDING EXPENSES. (7/7/82 to 20/11/82)

M.H BAKER HARDWARE	\$668.23
CASS BROS CO.	\$206.26
DUCCO COLOUR	\$30.90
CLARK BRICK	\$180.00
SMALLS STORES	\$1275.97
A. BATIC: ELECTRICIAN	\$1200.00
POPULAR METAL ROOFING	\$353.80
MACBRO RENTAL	\$40.56
SMITHFIELD HIRE	\$56.10
ZACUBA BRICKS	\$408.90
R.J. BRODIE	\$48.00
TIMBER HARDWARE	\$363.40
HORSLEY DRIVE BUILDING SUPPLIES	\$89.24
LIVERPOOL TIMBER+HARDWARE	\$4492.73
STAIN CRAFT	\$2234.00
SMITHFIELD OFFICE SUPPLIES	\$18.00
COMPLAN 4 PAINTS	\$178.00
BUILDING SUPPLIES	\$379.56
LYSAGHT	\$2684.91
SAMNINE PLUMBING	\$807.50
TILE DISCOUNTS	\$2100.30
ADRIAN&CO (PAINT)	\$176.00
BUILDING MATERIALS	\$356.41
TRAVERSI JONES	\$252.20
F.R. STRANG (AUCTION)	\$3140.00
TILES DISPLAY	\$73.00
DOUBLE DIAMOND RESTAURANT(AUCTION)	\$2205.00
BUHAGIAR REFRIGERATION	\$3000.00
S. GILBERT	\$417.50
(CEMENT) BUILDING SUPPLIES	\$30.60
HIRE KINGDOM	\$150.15
CURTAIN CENTRE	\$700.00
EVERGREEN TURF	\$458.00
MONIER MASONRY	\$153.00
GIFT-MATICA	\$227.14
	<u>\$29155.36</u>

29155
~~6681~~
 29836
 3369

681.53

Y. Law

Bower McFadyen and Little Pty. Ltd. Architects
DAKING HOUSE, RAWSON PLACE, SYDNEY 2000. 211-4388

LAWRENCE MILTON BOWER A.S.T.C.(ARCH.), F.R.A.I.A.
COLIN ROBERT McFADYEN A.S.T.C.(ARCH.), F.R.A.I.A.
BARRY WYNNE LITTLE A.S.T.C.(ARCH.), A.R.A.I.A.

19th February, 1979.

LMB:NM.

The Secretary,
F.M. Building Company Pty. Ltd.,
14 Waratah Street,
CANTERBURY NSW 2193.

Attention: Mr. Frank Michel

Dear Sir,
Re: Club Premises
Lot 2 Bibbys Road, St. Johns Park,
for Triglav Pty. Ltd.

Ref: 982/1.

We have received from you the following documentation in respect of the above premises:-

1. Working Drawings by John Mitro & Assoc.,
90 Lakemba St. Lakemba
(Telephone- 750.6579).

comprising :

Drawing:	W.1.	--	Ground Floor Plan
	W.2.	--	First Floor Plan
	W.3.	--	Sections
	W.4.	--	Elevations 1.
	W.5.	--	Elevations 2.
	W.6.	--	Site Plan.

2. Structural Engineering Drawings

by Charles Cheung & Assoc.,
371 Blaxland Road, Ryde.
(Telephone 80-4827)

comprising:-

Drawing	7734. 1	--	Footing & Ground Floor Details
	7734. 2	--	First Floor Plan & Details
	7734. 3	--	Roof Plan & Details
	7734. 4	--	Stair Details

3. Specification

by John Mitro & Associates,
90 Lakemba St. Lakemba .
(Telephone 750.6579)

You have requested our assistance in the two (2) following respects:-

- (a) To assist you in preparing a tender to carry out the building works in accordance with plans and specifications so that if you were the successful tenderer you could with all confidence sign the noted Contract and complete the building to the Clients satisfaction.
- (b) Assist the Client to obtain a satisfactory loan to complete the building works.

In connection with item (a) after we have carefully perused the drawings both working drawings and structural engineering, and the specification, it is our considered opinion that you carefully avoid submitting a tender on this job.

We consider that no Contract using these documents could be successfully administered and satisfactorily completed. It is our contention that a Contract using these documents will end up in Court in dispute and the builder so involved will find himself before the administrators of the Builders Licensing Board.

Frankly we find, and in our opinion, consider the design so incompetent, the construction so ill advised and the coordination between the designer and structural engineer practically nil that the details of the various documents do not in many respects relate.

Consider the following:-

A. From a design point of view:-

- (i) The toilet areas will not work, access to them will create areas of congestion and this matter will most likely cause a refusal of a Liquor Licence.
- (ii) The service areas are totally inadequate and do not work.
- (iii) The storages areas will not function.
- (iv) The Auditorium cannot satisfactorily operate as it should on a club basis and the stage is inadequate for the purpose for which it is designed.
- (v) The mixing of play areas will create dissatisfaction among members with a possible reduction in membership.
- (vi) The bar operation will prove inadequate.

We foresee that this club will not be able to operate successfully because of the design of these areas and will probably

be forced into bankruptcy because the areas that should be making money for the club will be unable to operate.

B. From a construction point of view:-

- (i) We consider that the ground floor concrete slab will produce major cracking to the detriment of the building inside 12 months.
- (ii) The ground floor slab is too thick thus costing more than it should.
- (iii) There is no stepping in the slabs to allow the varying thicknessed floor finishes to be flush.
- (iv) The columns are far too heavy and costly.
- (v) The ground floor construction is incorrect for this type of job on this kind of foundation.
- (vi) The brickwork of all walls is going to crack and break up because of design faults.

C. From Structural Point of View:-

- (i) We consider that the column and ground floor system is totally overdesigned, costing more than necessary.
- (ii) The ground floor structural design is completely incorrect for this operation.
- (iii) The roof trusses are inadequately supported and will, in our opinion likely collapse in a heavy storm.

D. From a Specification Point of View:-

This specification has not been written specifically for this job but is a series of collected trade clauses extremely badly amended to fill in for this work, containing a large number of clauses which do not relate to this work but which could add to increase costs for the job.

One section in fact has been duplicated and each of these sections specifies two different methods of doing the work.

In the specification, no costs have been listed or calculated to instruct the tenderers.

It is our opinion that these documents could not be satisfactorily used to form the basis for a building contract and are convinced that should a contract using them be signed, trouble involving interpretation is sure to occur.

We would advise that you contact the Directors of this company for whom you are tendering and advise them of

our serious misgivings about their job and if required we would be prepared to attend a meeting and point out to them precisely the deficiencies and errors we see in this job.

In connection with item (b) provided the Club Company has been correctly formed and the documents related thereto have been satisfactorily drawn up we see no difficulty in being able to obtain an acceptable Bridging Loan for the purpose of building operations and hence a suitable first mortgage arrangement at completion of the building works.

We would however be extremely reluctant to propose this building, with all its related problems, to any lending authority.

Please advise us as soon as possible if required to meet the Directors of the Club Company.

Yours faithfully,
BOWER MCFADYEN AND LITTLE PTY. LTD.

A handwritten signature in blue ink, appearing to read "J. Bower", is written over the typed name of the company.

Bower McFadyen and Little Pty. Ltd. Architects
DAKING HOUSE, RAWSON PLACE, SYDNEY 2000. 211-4388

LAWRENCE MILTON BOWER A.S.T.C.(ARCH.), F.R.A.I.A.
COLIN ROBERT McFADYEN A.S.T.C.(ARCH.), F.R.A.I.A.
BARRY WYNNE LITTLE A.S.T.C.(ARCH.), A.R.A.I.A.

8th August, 1979.

LB:YM

The Secretary,
F.M. Building Company Pty. Ltd.,
14 Waratah Street,
CANTERBURY. N.S.W. 2193.

Attention: Mr. Frank Mickel.

Dear Sir,

Re: Club Premises
Lot 19A Bibbys Road, St. Johns Park,
for Triglav Pty. Ltd. and Triglav Club Limited

Ref: 982/26

Tenders were opened at a committee meeting of the Club yesterday evening 7th August, 1979 and your tender of \$774,234.00 was the lowest and successful tender.

By the vote of the committee your appointment as builder was confirmed subject to the finalisation of financial arrangements of which you will be fully informed in the near future.

We will contact you in the near future when financial arrangements are finalised.

Yours faithfully,
BOWER McFADYEN AND LITTLE PTY. LTD.



Copy: The Secretary,
Triglav Club Limited.

F.M. Building Company Pty Ltd

Licence No. 24076

Directors: F. & A. MIKEL

14 Waratah Street, Canterbury

Phone: (02) 78 8720

To; Architect

Mr. Lawrence M. Bower

13 May St. Fairfield N.S.W.

Date: 7.5.1981

Dear Sir,

Re; Club Premises for Triglav Club Ltd.

Project: 19A Bebbys Rd. St. Johns Park

We submit our tender for stage 1. of the Club building in accordance with Your Plans and specification and Engineering details including with the following conditions as discussed with You.

- A. Level 2, level 4, level 5 slabs to be poured omitting upstanding concrete handrail of level 4.
- B. Constructing temporary roof directly over level 4 slab with no excess to level 4.
- C. No finishes are included in Our price, all cement render, plastering, tiling, painting etc, is to be carried out by Club members as discussed.
- D. The following P.C. items are included in Our price:
 - * 1. Reinforcing Steel ----- \$ 17 000.00
 2. Aluminium Windows & doors - 9 100.00
 3. Electrical, TV, Telephone -- 16 000.00
 4. Sanitary fittings & connection
of sewer line ----- 3 000.00

P.C. Totals \$45 100.00

The above work can be completed in 26 weeks and tender price is subject to rise & fall. Our price for the above work is; Two hundred seventy seven thousand three hundred dollars (\$ 277 300.00)

If Our Tender is accepted We are prepared to submit a breakup of prices for various items of work to be included in the building contract. The cost of this items will be deducted if Club decide to do such work by Club members.

For example; Form work to the above job is estimated at, eighteen thousand five hundred dollars (\$18 500.00) for supply and fixing. We understand You have been offered assistance for this particular work. If this is the case, formwork is then a deduction. Should a fix lump sum price be required Our price on this basis will be \$ 310 600.00

You have requested a Bank guarantee this can be arranged at the time of signing of contract.

We guarantee our full cooperation

Yours faithfully

F.M. Building Co Pty. Ltd.

Franc Mikel Director

Franc Mikel
7/5/81

TENDER

N^o 47

TO: *Banca Metadyen & Little Pty. Ltd.*
 OF: *Dorling House Rawson Place Sydney N.S.W.*

DESCRIPTION OF WORKS: *Complete works to Carport as per plans & specification viz 982-06 to 982-09 inc. 982-14 to 982-18 and S 79-48-1 to S 79-48-6 inclusive -*
 TIME FOR COMPLETION FROM DATE OF POSSESSION: *33 weeks*

I/We, the undersigned, hereby tender to execute and complete the works described above, in accordance with the Drawings and Specification which have been supplied, for the sum of *Thirty seven thousand two hundred eighty four dollars*

TOTAL AMOUNT OF TENDER: \$ *37 284.00 -*

Join tender price is \$ 726 950.00
car parking " " " 37 284.00
Total sum \$ 774 234.00 ✓

NOTES: *P.C. sum included is \$ 414 992.50 -*

This tender is subject to the tenderer and the proprietor entering into an acceptable written agreement.

2. This tender is subject to the proprietor providing evidence, satisfactory to the builder, of his capacity to meet the financial commitments of the contract.

3. This tender is open for acceptance for a period of *4* weeks from the date hereof, and after that date shall be void and of no effect.

DATED this *31st* day of *June* 19 *79*

Builder's Signature: *Trace Lickel*

Address:

Bower McFadyen and Little Pty. Ltd. Architects
DAKING HOUSE, RAWSON PLACE, SYDNEY 2000. 211-4388

LAWRENCE MILTON BOWER A.S.T.C.(ARCH.), F.R.A.I.A.
COLIN ROBERT McFADYEN A.S.T.C.(ARCH.), F.R.A.I.A.
BARRY WYNNE LITTLE A.S.T.C.(ARCH.), A.R.A.I.A.

26th June, 1979.

LB:YM

F.M. Building Company Pty. Ltd.,
14 Waratah Street,
CANTERBURY. N.S.W. 2193.

Dear Sir,

Re: Club Premises
Lot 19A Bibbys Road, St. Johns Park
for Triglav Pty. Ltd. and Triglav Club Limited

Ref: 982/23

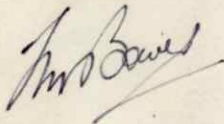
Herewith are drawings and specifications for tendering purposes
on the above job.

A deposit of \$100.00 is required on these documents and will be
refunded upon return in tact of the documents.

Tenders will close at this office at 12.00 (noon) on Friday
27th July, 1979.

Attached is a "Form for Tender Submission" to be completed and
returned as your tender submission.

Yours faithfully,
BOWER McFADYEN AND LITTLE PTY. LTD.



encs.

=====

Date; 22.4.1980

To. The Secretary
Triglav Club Pty.Ltd.
19 A Bibbys Rd.
St. Johns Park N.S.W.

Dear Sir.

Re- Club Premises Construction Stage 1.

As requested on the special meeting 10.4.1980 to estimate the cost for the exavation and construction of stage 1. to ground level. This cost includes items as fallows; Exavation, footings, steel & concrete to floor under ground level, sewer drains and pets, to corner of building for F./conection. Concrete block work (retaning wall) to natural ground level(or 1.85m.) in height. Retaining wall infill of concrete and steel, waterproof the retaining wall, construction of all Agg. drains for seappage water, supply of Automatic water pump (fixing) supply of external 1.2m. fencing (cyclon) gal. with posts and fittings. Back filling and levelling for car park (at building).

Not included in this cost are; Internal walls, electric sup., plumbing, painting, ceilings, floor and wall finishes, door & doorframes windowes or any P.C. Items.

Cost estimated to \$ 73 530.00

We will complete this work for total of seventy one thausand five hundred thirty dollars. \$ 71 530.00

This part of work becomes part of main building contract and its conditions.

Yours Sincerely
F.M.BUILDING CO.PTY.LTD.



Franc Mikel - Director

=====
Date; 14.3.1980

To,
Bower, McFadyyn ans Little Pty. Ltd.
ARCHITECTS
11 Rowson Place, Sydney

Attention ; Mr. L. Bower

Daer Sir, Re- Triglav Club Limited

We confirm Our appointment and discussion on the above premises to construct a reduced stage 1. as follows.

A.)

To construct the level 2. as indicated on Your drawing 982-6 with no floor finishes except the structural concrete, made ready for future finishes, all drainige ready for future connection to the sewer, no Air conditioning or wall finishes, no painting.

700 M2 of building\$ 241 500.00
=====

It is understood that the existing building will remain complete with bar, cool room and toilets.

B.)

To construct level 1. as indicated on Your drawing 982-6 with no floor finishes or walls, but completely water proofed and with concrete floor over ready for further extending.

462 M2 of building\$ 166 320.00
=====

We will be prepared to discuss any variation of the work You consider necessary.

Truly Yours
F.M. Building Co. Pty. Ltd.

Franc Mikel
Franc Mikel - Director

\$407,820.00

(O.K.)

10th March 1980

Frank

Inglan Club are looking at the proposition of building a first stage comprising set out lines A to H inclusive from south to north and a to d inclusive west to east. ✓

This action is to comprise a ground floor only with the pitched roof as described fitted at a height of Level 5. Therefore the height of the action to be built involves Levels 2.1 to 5.1 (350 mm) and is to have a false insulated ceiling under probably a suspended aluminium grid with 13mm gyproc or similar panels. ✓

All service lines are to be installed for the services as at out, and all toilet fittings indicated within the area of grid lines G & H and a to d inclusive. The stairs 2 & 3 spaces are to remain with stairs ready for future stairs. ✓ These areas will be ready for committee or store rooms for the present. ✓

Entry 1 ~~and~~ will remain as detailed ✓ and the area between grid lines A & B ✓ and a to c ✓ will be made into a bar & serving area. The cool room ✓ which is existing in the present club room will remain intact but a 150 mm P.V.C. ✓ line to carry refrigeration pipes is to be installed so

as to cover the bar and serving area
noted above. ✓

The area between grid lines B & C and
a to d inclusive will be lobby space for
the bar & a few jobs machines.

Stairs are to be installed for the stairs as
required but the stairs are to be omitted
and become part of the general area. ✓

(X) When possible no finishes will be applied,
no carpet, tile or parquetry will be
fixed to floors & no rendering to walls
and painting is to be omitted for the
present. ✓

A temporary wall is to be constructed along
grid line "d" preferably in timber so it can
be removed and re-used in the future,
for a future saving in costs. ✓

The intention of the above is to enable the
club to operate within the requirements of
Council & the Liquor Authorities so as to
get established, create interest in the club
& enable membership to expand. It is
proposed to leave the existing club buildings
on site & utilise them for the children
for the present. ✓

We request you accept this challenge to
reduce the building at this stage and
when a decision is made to get the

building underway we will sit down
with the club directors and work
out a fair contract basis for you
to operate with the club so that the
best case be eventually attained for
all concerned. ✓

Thank you in anticipation

W. Brown

for

Brown The Tadjew & Little Pty. Ltd.

P.S. on the same basis as the above ✓
give us a price to construct the basement
(Level 1) and Level 3. as a separate
item.

It is our intention to advise the Club to
do this section as a Stage-2. so a
price to enable us to discuss this with
them would be helpful. ✓

W. Brown

I have met Larry Bower in
April 1978 when I tendered for
Tagarawong R. Village (10 units).
R. Village

job was completed successfully.

On the end of this week Larry
Bower recommended me to
Architect called Jim Webber
on whom I tendered for work
on Extension to Catholic
Church in Gilford. N.S.W.

On this job my Company
lost over \$130,000 - and
~~eventually~~ ~~ultimately~~ we have been
going through arbitration court
for 3 years ~~as~~ Mr. Larry Bower was
guiding me and advising.
He told me that I
fill bad because I recommended
you so I will do all work for
you free to complete this
court action successfully. On
the end when I have been
financially exsosted and he walk
out of court for 35000.00 -
Larry Bower submitted to my
petitioner this cost of about
\$9000.00 which is now refused
to pay on the Company.
L. Bower started court action
against G.M. Building Company.

April 1980 work for Flehovich Holding &
Ganex Moanin's Block of
18 units in Cartwright St. Liverpool.
L. Bower Don report per client
on progress of work & He assigned
to do program claims which I have
agreed for ^{office} ~~over~~ 3000 Dollars in cash.
On the end of this work Terry
Bower was \$10,000 short on account
to he wanted me to go to court but
claim was not there because
Damer paid all and I have no
company lost a chance to work
for Mr. Flehovich & gain - all this
was poor or unprofessional guidance
by Larry Bower.

August 1981 we work for Mr. & Mrs. Neoufis
220 Hamilton St. Codger by ~~in~~ ⁱⁿcounting
since had sub contractors and we
we have difficulties on job Larry's
advise was to pay them with
a gain proved to be financially
bad for our company but
Larry Bower Cap sending enormous
bill's for even work we didn't
ask him to do.

- 11 -

At same time we work on job
at Haremba for P. & K. Bilosenic 114
Mulgray Ave. with same results advise
by Larry Bower was the same.

Lot 19A Bibby's Rd.

ST. JOHNS PARK, N.S.W.Klub - Arhitekt L. Bower

V zvezi z nejasnostjo klubskih obvez do arhitekta bi vas, spoštovani odborniki, rad opozoril na naslednje:

1. da si dobro prečitate pogodbo med klubom in arhitektom, posebno se dodatek o plačevanju in načinu plačevanja. Če si o zadevi niste na jasnem, se obrnite na klubskega advikata, KI VAM BO DAL NASVET PISMENO in se s tem rešite nepotrebne osebne odgovornosti pred člani in zakonom.
2. Ker bi bil nesporazum z arhitektom v sedanjem položaju za klub zelo škodljiv, zato bi bilo dobro, da dobite od arhitekta "Detailed statement of fees due as at 1. st March, 1980."
3. Ko ste ugotovili, da je račun pravilen in da ga moramo plačati, se dogovorite z arhitektom o načinu izplačila. Obravnavati zadevo preko sodišča je nepriporočljivo, ker se bomo znašli v "Bankruptcy Court" in nam bodo prodali premoženje za višino neplačanega dolga [prosim, presočajte zadevo v luči avstralskih, ne slovenskih zakonov ali celo naših želja].
4. Najeti posojilo za delno ali polno odplačilo arhitektovih stroškov je dobro, ker boste z denarjem ravnali vi in ne direktno arhitekt [tudi pogoji baje niso slabi].
5. Pri vsej zadevi je treba upoštevati, da je Izredni občni zbor naročil podpis pogodbe in sprejel pogodbene predloge, ki so pred zakonom splošno priznani. Le enak forum članstva more zdaj spremeniti to razmerje, če odbor misli, da je to res potrebno in klubu v korist.
6. Pripomnil bi še, da se odbor večkrat najde v precepu, posebno pa še predsednik : BITI POPULAREN PREDSEDNIK ALI BITI DOBER PREDSEDNIK, oziroma odbornik. Naj bo želja taka ali taka, ničesar ne spremeni dejstva, da je odbornik, ko prekrši zakon ali pravila, za posledice OSEBNO, tako materialno kot moralno odgovoren pred zakonom.
7. Ob koncu bi želel še opomniti, da je arhitektska firma, s katero delamo v Sydneyu zelo spoštovana, da se Slovenija les in doma, kot tudi NSW banka z njenim delom strinjajo. Če bi prišlo do spora, ne bo verjetno ne načrtov, še manj posojila, vsaj bančnega ne!
8. Kot izhodišče predlagam, da se čimprej sestanete z arhitektom, mu razložite finančne težave in na kak način poravnate čimprej vsaj del dolga, ki ga imamo pri njem. S tem bi pridobili na času za obvestilo iz Slovenije in izredni občni zbor, če odbor misli, da je sam kot tak postavljen pred preveč važne odločitve.

Copy: Secretary Triglav Club Limited
and Secretary Triglav S/L.

J. Čujes, član kluba
Triglav Limited

TELEPHONE: 67 8511

AUSDOC DX322

AGENTS FOR DOYLES, GEELONG

PETER A. MCCABE DOYLE, LL.B.
MICHAEL J. DOLAN
MITCHELL C. MCKENZIE, B.A., LL.M.
CONSULTANTS:
J. DESMOND MCCABE DOYLE, B.A., LL.B.
JOHN L. MCCABE DOYLE, LL.B.

DOYLE & KERR SOLICITORS

450 LITTLE COLLINS STREET, MELBOURNE 3000

OUR REFERENCE: PAD:RC

YOUR REFERENCE:

DATE: 25th November, 1980

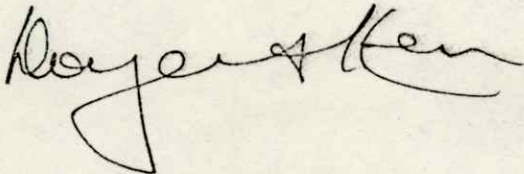
Mr. Stane Petkovsek,
Flat 8, 30-32 Terrace Road,
DULWICH. HILL. N.S.W. 2203.

Dear Sir,

Re: Triglav Pty. Limited.
Re: Triglav Club Limited
Re: Loan from the Slovenian Emmigration Society

To assist us with the preparation of the Loan Agreement, would you kindly let us have details of the Sealing Clauses of both of the abovenamed companies.

Yours truly,



This office will close on
Tuesday 23rd December, 1980
and re-open on Wednesday
14th January, 1981

Bower McFadyen and Little Pty. Ltd. Architects
DAKING HOUSE, RAWSON PLACE, SYDNEY 2000. 211-4388

LAWRENCE MILTON BOWER A.S.T.C.(ARCH.), F.R.A.I.A.
COLIN ROBERT McFADYEN A.S.T.C.(ARCH.), F.R.A.I.A.
BARRY WYNNE LITTLE A.S.T.C.(ARCH.), A.R.A.I.A.

10th November, 1980.

The Secretary,
Triglav Club Limited,
P.O. Box 61,
CANLEY HEIGHTS. N.S.W. 2166.

Ref: 982/53

Attention: Mr. Stan Petkousek

Dear Sir,

Re: Club Premises
Lot 19A Bibbys Road, St. Johns Park
for Triglav Pty. Ltd. and Triglav Club Limited.

Attached is a copy of letter dated 3rd November, 1980 together with the copy of part of the Contract in respect of the monies from Yugoslavia.

You will note the appropriate sections of the above documents underlined and will note that the money is to be used within twelve (12) months from signing.

It is therefore recommended that we be permitted to organise immediately with F.M. Building Company Pty. Ltd. to have them in readiness for the start immediately the money contract is signed.

The Christmas period poses some concern as the building trade virtually closes down. Should however sufficient time be available, no doubt some arrangements can be made for certain works to be carried out during this period.

It would be a great help to us to know the exact sums of money the money contract has been signed for, to enable us if possible to propose a section of the job to be covered by such a sum.

Yours faithfully,
BOWER McFADYEN AND LITTLE PTY. LTD.



TELEPHONE: 67 8511

AUSDOC DX322

AGENTS FOR DOYLES, GEELONG

PETER A. MCCABE DOYLE, LL.B.
MICHAEL J. DOLAN
MITCHELL C. MCKENZIE, B.A., LL.M.
CONSULTANTS:
J. DESMOND MCCABE DOYLE, B.A., LL.B.
JOHN L. MCCABE DOYLE, LL.B.

DOYLE & KERR SOLICITORS

450 LITTLE COLLINS STREET, MELBOURNE 3000

OUR REFERENCE: PAD:KT

YOUR REFERENCE:

3rd November, 1980

Mr. L.M. Bower
Bower McFadyen & Little Pty. Ltd.
Architects
Daking House
Rawson Place
SYDNEY NSW 2000

Dear Sirs,

Re: Club premises - Bibbys Road, St. Johns Park
to be erected for Triglav Pty. Ltd. and Triglav Club Limited

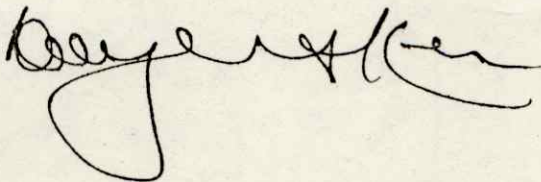
We acknowledge receipt of your letter of the 27th of October, 1980 together with enclosures for which we thank you.

As requested by you, we return the Contract Set and would be pleased to receive a copy of the building contract when same has been signed by all parties.

We enclose a copy of Portion of the preliminary agreement to be executed by Triglav Pty. Ltd. in connection with its borrowing of sufficient funds to pay for the building of its club premises.

Would you particularly note that once the funds arrive in Australia, and it is anticipated that such funds should be here within 4 weeks, Triglav Pty. Ltd. has only 12 months in which to draw upon such funds. Consequently, the building agreement must provide that the building is to be completed within a twelve month period and that the final Certificates of Completion be presented for payment within the 12 month period. We presume that the builder is able to commence work virtually immediately and should be pleased if he would advise us if this is not the position.

Yours truly,



REC'D.	
5 NOV 1980	
L.M.B.	
C.N.M.	
E.A.V.L.	

Sledeči člani Kluba so se 28.maja 1977 obvezali, da bodo v treh mesecih prispevali v sklad za temelj kluba:

Josip Vertel (Josip)	/§ 1000.00	že prejeta)
Vid Stariha	500.00	*
Lojze Moge	500.00	
Joze Samsa	100.00	*
Marta Smuk	100.00	
Konrad Herjavec	200.00	*
Peter Dolšek	100.00	
Štefka Dolšek	20.00	
Mila Breznik	100.00	
Ljerka in Miro Milat	100.00	*
Mirko Vrban	200.00	*
Franc Valenčič (Mt.P.)	100.00	
Andrej Barič	100.00	*
Karlo Lenarčič	100.00	*
Stanko Fabjan	100.00	
Jože Fišer	100.00	
Vrgilio Velčich	100.00	*
Aleksander Kuret	100.00	*
Vinko Samsa	100.00	*
Danica Tomšič	200.00	
Franc Kranjc	100.00	*
Vili Tašner	100.00	
Emil Ličan	100.00	*
Avguštin Grgič	200.00	*
Anton Fabjančič	100.00	*
Rudi Rolih	100.00	
Emil Fabjančič	100.00	
Jože Bratovič	100.00	*
Izidor Karbič	100.00	
Miro Lipold	100.00	
Paul Barba	100.00	*
Mirko Zadnik	100.00	
Tone Logar	100.00	*
Danilo Šajn	100.00	*
Rudi Gerdevič	100.00	*
Franjo Molner	50.00	
Štefan Žerdin	100.00	
Mirko Ritlop	100.00	*
Irinka Flisar	100.00	
Alojz in Ema Žužek	200.00	
Dora in Ema Hrvatin	200.00	
Vinko Jug	400.00	*
Jadran Mršnik	200.00	*
Angelo Uljan	100.00	*
Anton Soštar	100.00	
Jože Gross	100.00	
Željko Batič	100.00	
Ivan Šmaholc	50.00	
Lojze Magajna	50.00	
Boris Bubnič	100.00	
Franc Kramer	200.00	*
Jože Širec	100.00	
Štefan Žeks	50.00	
Milka Pahor	100.00	
Stane Petkovšek	100.00	
Ivan Čufer	100.00	
Jožica Muršec	100.00	
Peter Berginč	100.00	
Henrik Kambič	500.00	
Lucy Robah	100.00	

Marija Verko (brezobrestno)
posojila 100.00

TEHNIČNO POROČILO.

Prvo tehnično poročilo se mi je izrodilo v nekaj kar je še najbolj podobno satiri na naše razmere v Sydneyu. Ker imam izkušnje da vice na svoj lastni račun Slovenci težko prenašamo, smo ga pustili v rokopisu.

Odbor je sklenil graditi postopoma. Za začetek bi zgradili samo del plošče in postavili nad njo streho, narejeno iz cevnega, zvarjenega predalčja. Tako bi dobili že takoj spočetka pokrito, delovno ploščad, kar poceni nadaljno gradnjo. Takoj nato bi podaljšali ploščo in jo obzidali. S tem bi že dobili nove prostore: kuhinjo, pisarno, skladišče, ~~gostilniško~~ gostilniško sobo ter prostor za biljard.

Naslednja stopnja pa bi bila podaljšanje ploščadi in ureditev vrta.

Vse to je prikazano na tlorisu. Kako bi zgradba izgledala na zunanje se vidi na perspektivni skici. Da stavba ne bi dobila videza skladišča, sta predvidena dva dela: *šprednjega*, z zaprtimi prostori ~~in~~ je možno zgraditi iz stare opeke in ~~in~~ naj bi bil ometan. Za vrtni del pa naj bi bila uporabljena fasadna opeka. Te bi porabili le malo, ker je večji del prostora povezan z vrtom s širokimi smičnimi vrati. Ves ostali del plesišča pa omejuje le nizek parapetni zid z okrasnimi cvetlicami in ovijalkami.

Da se razumemo, naj na kratko oficielno resumiram, da smatram z namenom v vseh respektih funkcionalne eksploatacije disponiranega areala in - ~~estimirano~~ estimirano s plansko dispozicijskega aspekta - v limitah finančnih sredstev zaradi kavzalno pogojene nelikvidnosti eksponentov ekonomskega sistema na splošno, to selektivno programirano varianto kot najadekvatnejšo in sugeriram da jo "Triglav" akceptira.

Ing. Ivan Žigon, l. r.

Bower McFadyen and Little Pty. Ltd. Architects
DAKING HOUSE, RAWSON PLACE, SYDNEY 2000. 211-4388

LAWRENCE MILTON BOWER A.S.T.C.(ARCH.), F.R.A.I.A.
COLIN ROBERT McFADYEN A.S.T.C.(ARCH.), F.R.A.I.A.
BARRY WYNNE LITTLE A.S.T.C.(ARCH.), A.R.A.I.A.

21st May, 1979.

LB:YM

The Secretary,
Triglav Pty. Ltd. and
Triglav Club Limited,
P.O. Box 40,
SUMMER HILL. N.S.W. 2130.

Attention: Mr. Joe Cujes.

Dear Sir,

Re: Club Premises
Lot 19A Bibbys Road, St. Johns Park
for Triglav Pty. Ltd. and Triglav Club Limited

Ref: 982/17

A. Perspective

A coloured perspective, prepared in water colour has been prepared and is attached for your completed club premises.

This perspective should be framed, protected by glass and hung in your temporary club premises so that all may observe and be inspired by the final result of your proposed building activities.

B. Final Drawings

Attached is a copy of each of the final drawings for your club premises comprising stages 1, 2 & 3 and while not complete, serve to give you details of setout.

To complete we require final structural design from the engineers which we expect by Wednesday next (23rd May, 1979), and final levels and dimensions from the site which we expect from the Surveyor on Friday next (25th May, 1979).

C. Specification

The specification has been commenced and will be completed as soon as possible following completion of all drawings.

2

Triglav Pty. Ltd. and Triglav Club Limited.

21st May, 1979.

D. Calling Tenders

We anticipate being ready to call tenders in twenty one (21) days provided no complications with Engineering or Surveying arise and will keep you informed of progress.

Yours faithfully,
BOWER MCFADYEN AND LITTLE PTY. LTD.

A handwritten signature in dark ink, appearing to read 'M Bower', with a long horizontal stroke extending to the right.

attachs.

Bower McFadyen and Little Pty. Ltd. Architects
DAKING HOUSE, RAWSON PLACE, SYDNEY 2000. 211-4388

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BARRY WYNNE LITTLE A.S.T.C.(ARCH.), A.R.A.I.A.

2nd April, 1979.

LB:YM

The Secretary,
Triglav Pty. Ltd.,
P.O. Box 40,
SUMMER HILL. N.S.W. 2130.

Attention: Mr. J. Cujes.

Dear Sir,

Re: Club Premises
Lot 2 Bibbys Road, St. Johns Park
for Triglav Pty. Ltd.

Your ref: TPL.1/3/79.JC
Our ref: 982/5

We confirm the meeting at 7.30 pm on Wednesday evening last, the 28th March, 1979, between your President, Mr. Peter Krope and our Mr. Lawrie Bower.

The drawings Nos. 982-1, 2 & 3 were discussed and the following amendments made:-

- a) Level 1
Basement
- 1) The whole of the Cool Room arrangement would not be required for Stage 1. We pointed out that this was realised, the whole of the Basement would be completed but the following would not be completed:-
 - i) Cool Room 1 - a temporary partition would divide the room into the size for Stage 1.
 - ii) Cool Room 2 - would not be fitted at this stage but would be used for Cool Room Plant for Stage 1.
 - iii) Store Room 1 - would not be fitted out in Stage 1.
 - iv) Plant Room - would not be completely used in Stage 1.

Triglav Pty. Ltd.

2nd April, 1979.

- b) Level 2
Ground Floor
 - 1) Children's Room - This is to be replaced with the Offices, Secretary and Board Room from Stage 2.
 - 2) When the Club Occupies the new building, the children will temporarily occupy the existing club premises.
 - 3) It was pointed out that there would be access between the Bar at Level 2 and the Bars at Level 3, so that at slack periods one staff member could serve the whole of the complex.
- c) Level 4
Balcony Level
 - 1) The Fire Stair and Store are to be used as a temporary Bar for the Bistro Dining Room for Stage 1.
- d) Level 5
 - 1) In Stage 2 the Children's Room will occupy the area marked Offices and will be adjacent to the Library.
- e) Level 7
 - 1) There is some doubt about the needs of the proposed Cocktail Lounge. This is some five years away at present and the use of this area can be discussed later.

This area can be fully used as a lecture room (for classes on language and ethnic culture, culture moves, etc.), practice rooms (for dancing or band) etc.

We advised Mr. Krope that we would proceed along the basis of these amendments and the programme was discussed and agreed to be as follows:-

1. Bank Accounts

Your accounts would immediately be transferred to the Bank of N.S.W. - Fairfield Branch.

2. Presentation to Bank

We will immediately proceed with the Cash Flow Diagrams for the running of the club (we have received from your Secretary, Annual Reports and Balance Sheets from the Lithuanian Club Ltd. which is being conducted along similar lines you expect your club to function along and with similar membership structure) and the Cash Flow Diagrams for the repayment to the Bank of N.S.W. for borrowed monies. It should be noted that this presentation is urgent and the following documents must accompany the submission:

Triglav Pty. Ltd.

2nd April, 1979.

2. i) Cash Flow Diagrams - detailed as noted above.
- ii) Cash Flow Diagram - on building costs as already supplied to you.
- iii) Statement on Loan from Yugoslavia - This will be done by letter from the Manager of Gorenje Pacific Pty. Ltd. (Mr. Peter Kordila) who will set out his Banking arrangements with the Bank of N.S.W. and the Branch through which he operates.
- iv) Contract with Architect - Should the work not proceed, this Contract can be terminated at any juncture (see clause 5.09 of Conditions of Engagement previously supplied).
- v) Plans - as previously submitted to the club (see drgs Nos. 982-1, 2 & 3).
- vi) Statement on Club Members - indicating present members, and where possible, all members' banking Bank of N.S.W.
- vii) Security of Loan - by Club Members. It is suggested that Club Members give a limited second mortgage over their properties to secure the bank advances.

It should be stressed here the urgency of having all the documentation complete and ready for Bank Presentation as soon as possible. Towards this aim a special General Meeting of the Club has been arranged for the evening of Saturday 21st April, 1979 to which our representative has been invited to answer any questions which may arise.

The initial support of the Bank of N.S.W. regarding this loan is a result of this firm's long standing business connection with the bank, but discussion with the Bank Manager over lunch on 27th March, 1979 it seems quite clear that with the current curb on lending imposed by the Reserve Bank that the numbers of members and affiliated firms who are with the Bank of N.S.W. will be of positive help in obtaining this loan. It appears that Bank of N.S.W. priority is to support those who support the Bank.

Any way we can assist to help you obtain the information necessary please feel free to call upon us.

Yours faithfully,
BOWER MCFADYEN AND LITTLE PTY. LTD.

M. Bower

Bower McFadyen and Little Pty. Ltd. Architects
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Yours faithfully,
BOWER MCFADYEN AND LITTLE PTY. LTD.

M Bower

Ing. Ivan Žigon: TEHNIČNO POROČILO, (ki se je izrodilo.)

Ker se Slovenci v Sydneyu delimo na pridne Janezke in poredne Mihce in ker nas je tako veliko, se razume da potrebujemo dva doma da se ne bi medsebojno mešali in pohujševali. Ta, ki je objavljen v pričujoči številki, je že drugi po vrsti. Upajmo, da tretjega ne bo treba risati.

Pravzaprav to še ni dom. Zaradi kroničnega pomanjkanja denarja sem izbral kar se da enostavno ~~i~~ ~~varian~~ ~~to~~ ~~:~~ Cevno, zvarjeno predalčje, ki nosi neizogibno, pločevinasto streho. To je najcenejše. /Dokazano že v naši predvojni "Sibiriji"./ Tako dobimo pokrito plesišče na železobetonski plošči 50'x100'. / Izraženo v feetih zato da se večje sliši. / Ob strani pa z rabljeno opeko obzidamo in omečemo del prostora in tako dobimo kuhinjo s skladiščem, pisarno, prostor za biljard in - kar je najvažnejše - srednje veliko gostilniško sobo. / Nove opeke se bo porabilo le zelo malo za vrtni del, kjer je potrebno moderno-romantično okolje./

Ta gostilniška soba bo tudi tradicionalno središče slovenskega kulturnega izživljanja v Sydneyu. Upam, da samo v prvi fazi, kajtiže se kažejo znaki izboljšanja. Po nekaj letih zastoja so prišli Slaki, klub Triglav je 4. ^{novembra} ~~oktobra~~ predvajal slovenski film "Na klancu" in z neverjetno, dolgotrajno potrpežljivostjo je g. Klakočer že kar dobro izvežbal cerkveni pevski zbor. / Oh, oprostite g. urednik da ga omenjam v Triglavu! / SDS pa je že dobil obljubo avdience pri ministru da bo prejelo še njegovo obljubo da bo nekoč le mogoče tudi v Horsley Parku začeti z obljubljeno slovensko kulturno dejavnostjo - če ne bo še kaj vmes prišlo.

Vse to daje resno upanje da bo tudi na načrtu prikazani mali oder služil ~~na~~ samo kot prostor za "jazz, rompom, rock and popp bands", ampak tudi kot mesto s katerega bomo kdaj slišali - sem optimist - še kaj drugega: Slovenski oktet, ~~cerkveni~~ ^{novimi} cerkveni pevski zbor z izvirnimi skladbami, dalje iz-
(tiste, ki jih g. K. skriva v predalu)

brana dela iz angleške, nemške, francoske in španske glasbe.

Posebne knjižnice nismo še predvideli, pač pa ob kuhinji dovolj prostorno skladišče za pivo in klobase. ^{predviden za projektanta kot locus inspirationis} Specialen box je tudi posebnega mesta za maše ni. Le kdo bi zgubljal čas s tem opraviлом! Saj je še mala cerkvena v Merrylands prevelika za sedem ^{pet} tisoč sydneyjskih Slovencev! Samo enkrat živimo in obadva dobro veva da so punce fejš^{ter dame} gre časa izgubljati, ali ne g. urednik? Zdi se mi da tudi potujoči Tomaž od "onega društva" pa še kdo drug soglaša z nama. Maša samo moti "naravni razvoj" ^{dogodkov.} Človek cel teden gleda na vlaku tiste čedne noge in boke v mini krilih in v soboto je ravno zrel za napad - na, pa ti pride nedelja, maša in molitev pa pokvari vse zapeljive, sladke hudičeve zanke! In človek mora vsak ponedeljek znova začeti rasti do potrebne, ofenzivne "štimunge".

Razen tega bi morali imeti samo tiho mašo ker menda "Triglav" ne premore organista. Od drugih klubov bi si bilo pa malo neróno sposojati. Ja, ja, iz koštrunov, zapletenih v mreže posvetnosti, bodo zelo težko postale dobre ovce. Bolje imeti čim manj opravka z njimi. Mejniki božjega kraljestva potekajo točno med SDS in Triglavom, ne pa po sredini naših src kot trdi nek zmešan duhovnik v stari domovini.

Tudi "Rdeči kotiček" ni predviden, čeprav je menda jugoslovanski konzul častni član kluba. Zato pa, če se nekoč le odloči za obisk, zvezan z milodarom iz slovenskega davčnega fonda, ga bomo morali dati pod tisti bor ki ga je vsadil bivši konzul, g. Trampuž. Saj bor bo do tedaj gotovo že toliko zrasel da bo dajal dosti sence.

Niti posebnega šolskega prostora še ni. Zaenkrat prepuščamo to našim delovnim sestram v Merrylands in nepoboljšljivi idealistki, gospej Tončki. Ampak, verjemite, nekoč bodo ^{vsaj} naši klubi poleg poker mašin imeli tudi šolske prostore. Če ne Triglav pa SDS. Zgradili jih bodo naši otroci s svojimi pokojninami. I strongly believe in our ~~our~~ youth, loving ~~our~~ farm houses.

Lep pozdrav dragi Slouenzi vseh sort pa brez zamere
Vaš javni inženir - dipl. contestator.

Pr: Do te se brati samo kritiko, tudi mojega lastnega dela. A človek je že tak: zase in za svoje hoče imeti vse najlepše, najboljše in največje. Naše stee je nemirno dokler ne vstopimo v veličastno zgradbo onstranskega kluba. Klub temu pa sem zadovoljen s sklepom odbora; misliti na kaj večjega bi bilo še pre zgodaj in v danih razmerah nerealno. In, čeprav skromno, klub še prav prijetno izgleda. Torej - naprej! Pa ne pričajmo se več da ne pade v vodo še to!