

# TRIGLAV PTY. LTD. & TRIGLAV COMMUNITY CENTRE

Reg. Office — 403 Guildford Rd. — GUILDFORD, N.S.W., 2161.

---

incorporating



Slovenian Social Club — "TRIGLAV"

and

"TRIGLAV" — Slovenian Language Periodical.

TRIGLAV PREMISES: Bibby's Rd., ST. JOHNS PARK. Phone 604-1627

## AGREEMENT BETWEEN TRIGLAV PTY. LTD., AND TRIGLAV CLUB LIMITED

The Company Triglav Pty. Ltd., will take these duties:-

1. That with the monies, from shares sold to the Club, builds such premises which Club needs. Takes in consideration sujections from Club, Council Laws and Credit Capabilities.
2. That will not commence with construction of Club premisses, untill the Club Comitee does not agree with plans for Club Premisses and with the acceptance of a loan.
3. That the Company priorily offers shares of those members of the Company, that are willing to sell them to the Club.
4. That in case of winding - up of the Club, the choice or first offer to take over all activities, be given to Triglav Comunity Centre.
5. That the Company does all administrative work concerning Triglav Pty. Ltd., and that Club leases premisses for the period, whilst the
6. That in case of winding - up of the Company, Club has the possibility in buying off the shares and takes over the Company.



# FAIRFIELD CITY COUNCIL

Civic Centre, Spencer Street, Fairfield  
Phone: 727 8999  
DX 5063 Fairfield

All communications addressed to:  
Town Clerk, P.O. Box 21  
FAIRFIELD, N.S.W. 2165

## BUILDING PERMIT

Local Government Act, 1919, Part XI & Ordinance 70

PERMIT No. 2353/81 DATE 29/9/81  
ISSUED IN RESPECT OF HOUSE No. LOT No. -19A SECTION  
D.P. 372894 ASST. No. 02218 STREET Bibby's Road,  
LOCALITY ST. JOHNS PARK.

| APPLICANT'S NAME AND ADDRESS | OWNER'S NAME AND ADDRESS                              | BUILDER'S NAME AND ADDRESS       |
|------------------------------|---|----------------------------------|
| Owner.<br>-----<br>-----     | Triglav Club Ltd.,<br>P.O. Box 61,<br>CANLEY HEIGHTS. | Not Indicated.<br>-----<br>----- |

Approved for the erection of a Class -IXb Building, i.e. Club House for the value of  
\$ 130,000 subject to compliance with the Local Government Act, relevant Ordinances issued thereunder and  
conditions numbered inclusive as set out hereon. 1-30

**NOTE:** This approval shall be void if the building work to which it refers is not substantially commenced within twelve (12) months after the date of the approval.

An applicant for Building Approval under Part XI of the Local Government Act, 1919, as amended, has the right to appeal pursuant to Section 317L of the said Act to The Land and Environment Court.

*S. A. Hinch*  
Principal Building Surveyor

### CONDITIONS OF APPROVAL

- These plans must be submitted to the Building Plan Section of the Metropolitan Water, Sewerage and Drainage Board, Mezzanine Floor, 341 Pitt Street, Sydney, at least fourteen days prior to the commencement of work to ensure that the proposed structure meets with the requirements of the Board's By-Laws concerning:-  
The Location of Sanitary Fixtures AND The Relationship of building to:-
  - (a) Watermains. (b) Sewers. (c) Stormwater Channels.
  - To the Valuations Section for valuing purposes in connection with Section 97(4) and (7) of the Board's Act, and for the calculation of a Building Fee in accordance with By-Law 7(1) (a) of the Board's Act.

FAILURE TO SUBMIT THESE PLANS BEFORE COMMENCING WORK WILL RENDER THE OWNER LIABLE TO PENALTY AND MAY RESULT IN THE DEMOLITION OF THE WORK AT THE BUILDER'S EXPENSE.

FOR ADDITIONAL CONDITIONS SEE ATTACHMENTS





## FAIRFIELD CITY COUNCIL

Civic Centre, Spencer Street, Fairfield  
Phone: 727 8999  
DX 5063 Fairfield

All communications addressed to:  
Town Clerk, P.O. Box 21  
FAIRFIELD, N.S.W. 2165

2. The building shall be erected in conformity with the approved plans and specifications and in accordance with the conditions of approval set out hereon. Alterations, modifications, or variations to these plans or specifications will not be recognised by Council unless the written approval of the Council is obtained beforehand, or an amended plan is submitted to and approved by Council beforehand.
3. A sign, indicating the allotment number and names of the owner and builder, shall be prominently exhibited and maintained on the allotment throughout the course of building operations. (This sign may also contain the information required to be displayed by virtue of Clause 21 of the Regulations of the Builders Licensing Act, 1971).
4. No building materials, plant or the like, are to be stored on the road or footpath and the pathway shall be kept in a clean and tidy and safe condition during building operations. Council reserves the right, without notice, to rectify any such breach and to charge the cost against the builder or applicant as the case may be.
5. No trees shall be damaged, destroyed or removed other than those on the land to be occupied by building or driveways.
6. Temporary toilet accommodation (for workmen engaged on the site) in accordance with the requirements of Ordinance 44, Clause 11A, Local Government Act, 1919, shall be provided prior to works commencing on the site — Penalty \$100.00. A sewerage toilet shall be provided for workmen during building operations on every multi-residential, commercial, industrial, institutional and assembly buildings. (Classes II to IX) and where two or more adjacent dwellings are constructed concurrently (one W.C. per five dwellings or part thereof). Subject to prior notification and the individual merits of the case, consideration will be given to use of regularly serviced approved portable self-contained chemical closets in lieu of sewerage toilets.
7. At least 48 hours notice shall be given to Council to permit the inspection of:-
  - (a) Trenches — with reinforcing steel in position but before concrete is poured.
  - (b) Foundations — before dampcourse is built on.
  - (c) Slabs and concrete columns and stairs — with reinforcing steel in position but before concrete is poured.
  - (d) All timber framing (floor, walls and roof) before covering or lining.
  - (e) Drainage lines — before covering.
  - (f) Complete structure — before occupancy.(Structural Engineer's Certificates will not be accepted in lieu of Council's inspections except in exceptional circumstances and where arrangements are made with Council's Building Surveyor.).

### WARNING:

The Builder must satisfy himself that the result of any such inspection will enable work to continue.

PARTICULAR ATTENTION SHOULD BE PAID TO THE ABOVE AND TO THE SETTING OUT OF THE BUILDING IN RELATION TO THE BOUNDARIES AS ANY INFRINGEMENTS MAY PREJUDICE THE ISSUE BY COUNCIL OF A CERTIFICATE OF COMPLIANCE UNDER SECTION 317A OF THE LOCAL GOVERNMENT ACT, 1919. SUCH CERTIFICATES ARE OFTEN REQUIRED BY LENDING INSTITUTIONS WHEN SALE OF BUILDINGS ARE TRANSACTED.

8. Stormwater drainage lines across footpath to the street gutter shall be of steel, iron, concrete or P.V.C. (Water Pressure), without collars, laid at a fall not exceeding 1:40 for 100mm pipe, 1:60 for 150mm pipe.
9. Fencing to be erected within the building alignment shall be no higher than one metre unless the prior written approval of the Council is obtained beforehand.
10. In the case of Class II to IX buildings (i.e. multi-residential, commercial, industrial, institutional and assembly buildings) and their additions the building shall not be occupied without a Certificate of Classification being obtained from the Council beforehand.

SEE ATTACHMENTS





## FAIRFIELD CITY COUNCIL

Civic Centre, Spencer Street, Fairfield  
Phone: 727 8999  
DX 5063 Fairfield

All communications addressed to:  
Town Clerk, P.O. Box 21  
FAIRFIELD, N.S.W. 2165

B.A. 2353/81

11. The doors to the lobby affording egress from the hall and the entry doors are to be fitted with panic bars and swing in the direction of escape i.e. outwards.
12. An additional urinal at least 1.2 metres in length is to be provided and is to be situated in the Male toilet at the rear of the hall.
13. Landscaping and car parking to be provided in accordance with Plan No. 982-19 submitted with B.A. 1508/79.
14. Driveways and car parking areas shall be suitably constructed, scaled and drained to Council's standard specifications.
15. All landscaped and grassed areas shall be separated from adjacent driveways and parking areas by means of a 150mm high kerb wall and other approved device to prevent vehicular movement thereon.
16. The ingress and egress crossings shall be suitably signposted.
17. Details of the mechanical ventilation/air conditioning system to be submitted and approval of Council obtained prior to installing same.
18. Doors serving as required exits shall be readily openable without a key and by single handed action, from the side that would face any person seeking egress from the building, i.e. Dead Locks shall not be fitted. Vide - Ordinance 70, Clause 24.20(7).
19. This approval is subject to compliance with all conditions of the Development Consent dated 14th August, 1975 reference HBS/GR Assess. No.02218.
20. Stormwater to be piped via a 375mm diameter "X" class R.C.P. to existing drainage pit west of the site; or alternatively, eastwards towards Canley Vale. Details of drainage including pipe sizes and discharge points are to be submitted to and approved by Council prior to commencement of relevant work.
21. The construction of the kitchen is to comply with Council's Food Premises Code. Attached hereto. Particular attention is to be paid to the construction of floors with coving, walls with finish of tile, stainless steel or laminated plastic to a height of two metres above floor level and the ceiling to be of smooth faced, non-absorbent material, painted with a washable paint of a light colour. (Not a grid system).





## FAIRFIELD CITY COUNCIL

Civic Centre, Spencer Street, Fairfield  
Phone: 727 8999  
DX 5063 Fairfield

All communications addressed to:  
Town Clerk, P.O. Box 21  
FAIRFIELD, N.S.W. 2165

B.A. 2353/81

22. A system of emergency lighting and exit signs is to be provided throughout the building in accordance with the requirements of Australian Standard 2293. Plans shall be submitted to Council showing the location of the main switchboard and distribution boards, the proposed locations of the exit signs and emergency lighting luminaries, the brand name and code number of each of the proposed units, and approval obtained prior to works commencing. Further details can be obtained by contacting Mr. B. Duncombe in the Health and Building Department in relation to test switches.
23. All sliding doors to be provided with a sign saying "SLIDING DOORS-TO OPEN" and be accompanied by an arrow indicating the direction of slide. The colouring of the sign is to contrast with that of the door and its background colouring and be maintained free of obstructions.
24. All glazing fitted to egress doors shall be of an approved safety glass, i.e.,
- (a) Wired glass not less than 6mm in thickness.
  - (b) Laminated glass having an overall thickness of not less than 6mm and comprising two or more layers of glass and one of more plastic interlayers permanently bonded together under heat and pressure.
  - (c) Heat treated (toughened) glass not less than 5mm in thickness and which is permanently marked with the words "safety glass" or "toughened safety glass".
25. All curtains, drapes and floor coverings used within the building shall be made of fabric which without further treatment, shall for the entire period of its use in that building be capable of complying with the smoke development and spread of flame index numbers prescribed by Ordinance 70, clause 16.9.
- Furthermore a label shall be affixed to a lower extremity indicating in legible printing in relation to such curtains and blinds:-
- i) Date of installation.
  - ii) Name of manufacturer.
  - iii) Trade name and description of fabric.
  - iii) Trade name and description of fabric.
26. The main switchboard shall be located near the main entrance or in an approved position and be readily accessible to authorised persons only. The main switchboard and the distribution boards are to be lined with material capable of achieving a two (2) hour and one (1) hour rating respectively.

The protection of a circuit origination at:-

- i) A switchboard; or
- ii) A distribution board, shall be by circuit breakers.





## FAIRFIELD CITY COUNCIL

Civic Centre, Spencer Street, Fairfield  
Phone: 727 8999  
DX 5063 Fairfield

All communications addressed to:  
Town Clerk, P.O. Box 21  
FAIRFIELD, N.S.W. 2165

B.A. 2353/81

27. Portable fire extinguishers and fire blankets to be provided in all areas of high fire risk. Installation of portable extinguishers is to be held in abeyance pending an on site inspection by an Officer of the Board of Fire Commissioners or a consultant from a Fire Protection Company to ascertain what type of extinguishers and capacity is required. A report of the recommendations to be submitted to Council as soon as it is available.

Note:

All Portable extinguishers to be maintained in accordance with requirements of AS. 1851/76.

Portable extinguishers shall be supported by a substantial bracket or hook fastened to a suitable structure, be accompanied by a sign indicating its location and the types of fires it is suitable to be used on.

Alternatively, extinguishers may be installed in a cabinet located at a suitable height, and clearly marked.

Every bracket, hook or cabinet to be so situated that the top of the extinguisher is 1.2 metres above floor level, however, carbon dioxide and dry chemical powder extinguisher base is not less than 150mm above floor level.

28. Fire hose reels to be installed to comply with the following provisions:-

(a) Hoses are to be of sufficient length, not in excess of 36 metres length and 19mm in diameter, that, taking internal partitioning into consideration, no area shall be beyond the reach of the nozzle end of a fully extended hose reel.

(b) Hose reels shall not be located within secluded rooms but rather in common areas such as passageways, general office and work areas, lobbies or foyers, so that their location is obvious and always available to all occupants.

(c) Fire hose reels to comply with the requirements of Australian Standard 1221/76 and to be installed and maintained in accordance with Australian Standard 1851/76.

(d) If it is desired to enclose the hose reel the cabinet is to be of a size with sufficient clearance between reel and cabinet to allow the hose to be drawn off in any direction and rewound without difficulty.

(e) Cabinets enclosing hose reels are to have a conspicuously displayed sign fitted to the doors of the enclosure drawing attention to the location of the equipment, with the lettering at least 50mm in height reading "FIRE HOSE REEL".





## FAIRFIELD CITY COUNCIL

Civic Centre, Spencer Street, Fairfield  
Phone: 727 8999  
DX 5063 Fairfield

All communications addressed to:  
Town Clerk, P.O. Box 21  
FAIRFIELD, N.S.W. 2165

B.A. 2353/81

(f) Upon completion of the above works a Certificate is to be submitted to Council from the Board of Fire Commissioners to the effect that the water pressure at the nozzle end of every required hose reel, when fully extended, will not be less than 200kPa, with a flow rate of not less than 20 litres per minute.

29. A fire hydrant shall be provided on the site external to the building if any part of the building is more than 90 metres from a hydrant situated:-

- (a) in the road to which the site has frontage; or
- (b) in the building or
- (c) within the site but external to the building.

The applicant shall submit to Council upon completion of the specified hydrant a Certificate obtained from the Board of Fire Commissioners to the effect that:-

(a) the design of the required fire main meets the provisions of Clause 27.2(2) and (3) of Ordinance 70; and

(b) all required hydrants are accessible and suitable for use in conjunction with the fire hoses of the brigade serving in the locality. Vide - Ordinance 70, Clause 27.2(4) and 27.4.

30. Lapped and capped stained timber fence shall be provided along the southwestern boundary to provide some visual barrier to the adjoining property.

NOTE: SHOULD IT BE NECESSARY FOR YOU TO SEEK ADVICE IN RESPECT TO THIS PERMIT, COUNCIL'S HEALTH & BUILDING SURVEYOR WILL BE AVAILABLE FOR INTERVIEW BETWEEN 3.00P.M. & 4.00P.M. EACH WEEKDAY.



THE COUNCIL'S ENGINEERING DEPARTMENT SHOULD BE CONTACTED REGARDING:-

1. Footpath levels - to ensure that access to the allotment can be achieved.
2. The construction of special vehicular crossings at the entrance driveway to the allotment.
3. The provision of crossing layback in the kerb where no layback exists.
4. Footpath or road openings.
5. Cutting of kerb holes for discharge of stormwater to street gutter.
6. Cutting in of stormwater connections to Council's drains.
7. Additional footpath paving.
8. The location of vehicular entrances where street gully pits and the like exist in the gutter, and where grades are steep.

NOTE: The builder or plumber/drainier must hold permits in connection with all footpath or road openings as he may render himself liable to legal action if he fails to obtain such permits.



**P.W. TURK & ASSOCIATES** SOLICITORS

PETER WILLIAM TURK, LL.B. (Syd.)

REGISTERED MAIL

13th August, 1981.

The Manager,  
Triglav Pty Limited,  
403 Guildford Road,  
GUILDFORD 2161.

Dear Sir,

Re: Trupen Pty Limited & Ors. ats Triglav Pty Limited.

We enclose herewith, by way of service, statement of claim.

Yours faithfully,  
P.W. TURK & ASSOCIATES



**BLIGH HOUSE,  
4 BLIGH STREET,  
SYDNEY 2000.**

TELEPHONE:  
(02) 232 6400

OUR REFERENCE: 1: jr:15095

YOUR REFERENCE: .....



IN THE SUPREME COURT OF NEW SOUTH WALES

SYDNEY      REGISTRY  
COMMON LAW DIVISION

No. 14807 of 1981.

TRUPEN PTY LIMITED

Firstnamed  
Plaintiff

TERRIE McDONALD  
and BRENDA McDONALD

Secondnamed  
Plaintiffs

MILTON LAURENCE

Thirddnamed  
Plaintiff

-v-

TRIGLAV PTY LIMITED

Defendant

STATEMENT OF CLAIM

P.W. TURK &  
ASSOCIATES  
Solicitors  
4 Bligh Street  
SYDNEY      2000.

D.X. 648  
Tel: 232 6400  
Ref: 1:jr:15095

1. The firstnamed plaintiff is a company duly incorporated and liable to sue and be sued in its corporate name and style.

2. The defendant is a company duly incorporated and liable to sue and be sued in its corporate name and style.

3. The plaintiffs claim as mortgagees pursuant to a memorandum of mortgage entered between themselves as mortgagees and the defendant as mortgagor dated 21st September, 1980 the sum due to each of the plaintiffs as set out hereunder:-

(a) Trupen Pty Limited

Principal      \$ 5,000.00

Unpaid interest to 12/8/81      \$    250.35

(continuing at the rate of  
\$2.19 per day)

(b) Terrie McDonald and Brenda McDonald

Principal      \$10,000.00

Unpaid interest to 12/8/81      \$    500.80

(continuing at the rate of  
\$4.38 per day)

(c) Milton Laurence

Principal      \$ 5,000.00

Unpaid interest to 12/8/81      \$    250.35

(continuing at the rate of  
\$2.19 per day)

Amount claimed:      \$21,001.50

4. The plaintiffs also claim interest as set forth above accruing on a daily basis from 13/8/81.



1. To the defendant: TRIGLAV PTY LIMITED a company duly incorporated in the State of New South Wales and having its registered office at 403 Guildford Road, Guildford. You are liable to suffer judgment or an order against yourself unless the prescribed form of notice of your appearance is received in the Registry within fourteen days after service of this Statement of Claim upon you and you comply with the rules of Court relating to your defence.

2. You are required to verify your defence.

3. You may within fourteen days after service of this statement of claim upon yourself pay to the plaintiffs or their solicitors the amount claimed together with interest at the rate of 10% per annum from the date of filing of this statement of claim until payment and also \$215.00 for costs. Further proceedings against you will be stayed when you also file a prescribed form of notice of payment.

DATED this 12th day of August, 1981.



-----  
Peter William Turk  
Solicitor for the Plaintiffs.

Nominated place for trial:

Supreme Court,  
Queens Square,  
SYDNEY 2000.

Plaintiffs:

Trupen Pty Limited a company duly incorporated and having its registered office at 8 Bridge Street, Sydney.  
Terrie and Brenda McDonald of 38 Chartley Street, Warners Bay  
Milton Laurence c/- 8 Bridge Street, Sydney.

Solicitor:

Peter William Turk  
4 Bligh Street,  
SYDNEY



Plaintiffs address for service: P.W. TURK & ASSOCIATES  
4 Bligh Street,  
SYDNEY. 2000.

Address of Registry: Queens Square  
Sydney. 2000.





KEITH WILLIAMS & NOBLE  
SOLICITORS

KEITH E. WILLIAMS, LL.B.  
COMMISSIONER FOR AFFIDAVITS FOR N.S.W.

R. G. NOBLE  
SOLICITOR OF SUPREME COURT  
OF PAPUA AND NEW GUINEA

TELEPHONES: 649-7722 (3 Lines)  
BOX 25 P.O. AUBURN, 2144

IN REPLY PLEASE QUOTE

KEW:LMG.

10 Auburn Road,  
Auburn N.S.W.

14th June, 1972.

Mr. J. Cujes,  
P.O. Box 40,  
SUMMER HILL. 2130.

and to

Mr. A. Porsek,  
403 Guildford Road,  
GUILDFORD. 2161.

Dear Sirs,

Re: Purchase Triglav Pty. Limited  
from Demarte. Property Bibby's  
Road, St. Johns Park.

We are pleased to inform you that this matter has now been settled and that the Transfer to the Company will be lodged at the Land Titles Office in due course by the Vendors' Solicitors together with the first mortgage to Mr. & Mrs. Demarte to secure repayment of the sum of \$13,000.00.

We will let you have an Epitome of that mortgage as soon as we receive it from the Vendors' Solicitors but briefly it is a fixed mortgage for five (5) years at 9% interest payable quarterly with a right to repay the principal sum at anytime together with interest to the date of repayment in addition to interest for the further period of three (3) months.

The sum of \$20,000.00 was advanced through our office by Mr. Williams as Trustee for Mrs. Bernauer and Mrs. Knight and that mortgage also carries interest at the rate of 9% repayable at the end of five (5) years and interest is payable quarterly on the last day of the months of February, May, August and November in each year. You might kindly note that the quarterly instalments of interest on this mortgage amount to \$450.00 and that the first instalment of interest is payable on the 31st of August next. All instalments are payable at our office. We enclose an Epitome of this mortgage for your information.

Continued 2/...



14th June, 1972.

As you will be aware the mortgage to secure repayment of the \$20,000.00 advanced through this office is collaterally secured by mortgages over Mr. Porsek's Lot A, Guildford Road, Guildford and Mr. & Mrs. Cujes' dwelling at 17 Louisa Street, Summer Hill.

As you are aware that the Company has agreed to indemnify Demarte against any liability for contribution under the Land Development Contribution Act, 1970, we are holding the balance of moneys on hand against any prospective liability and to satisfy any assessment we may receive.

We will let you have a statement of our account in relation to this matter as soon as registration has been effected and will advise you at that stage of the balance we are holding on behalf of the Company.

You will be aware that the Demartes have the right to remain in the property for a period of up to ten (10) months from the date of the Contract, namely the 5th April, 1971 as Licencees free of any rent charge. They have undertaken to give two (2) weeks notice of their prior intention to vacate the premises at which time the phone will need to be transferred.

On settlement of this matter the following adjustments in rates were made. Municipal Rates for the current year amounting to \$162.24 being unpaid, we collected the sum of \$67.10 from the Vendors as their share of these rates and payment of the whole of the rates for the current year will be your responsibility. We will attend to payment on your behalf. Water Rates amounting to \$20.25 having been paid to the 30th June, we paid the Vendors the sum of \$1.61 as your share of these rates for the current rating period.

Both the Council and the Water Board have been notified of the change of ownership.

As stated above we will furnish you with a statement of our costs and disbursements in connection with this matter in due course.

Yours faithfully,  
KEITH WILLIAMS & NOBLE.,

Encl.

Per: 



To.....

Telephone: 649-7722

(3 lines)

Box 25, P.O., Auburn, 2144

*Dr to Keith Williams & Noble*

*Solicitors*

10 Auburn Road, Auburn, 2144

*Statement of Fees and Disbursements*

KEW:LMG.

-2-

Re: The Company from Demarte.

|  |             |             |
|--|-------------|-------------|
| To our costs and disbursements as per Page 1                   | 1303. 55    |             |
| By you on account Stamp Duty etc                               |             | 600. 00     |
| By amount secured by first mortgage to Demarte                 |             | 13000. 00   |
| By amount secured by second mortgage to Keith E. Williams      |             | 20000. 00   |
| By Vendors share of Council Rates                              |             | 67. 10      |
| To your share of Water Rates                                   | 1. 61       |             |
| To paid Fire premium - Manufacturers' Mutual Insurance Limited | 25. 40      |             |
| To balance of purchase money                                   | 29700. 00   |             |
| To paid costs of Mortgagee's Solicitors                        | 96. 00      |             |
| To paid Council Rates - 1972                                   | 162. 24     |             |
| To balance due to you  | 2378. 30    |             |
|  | <hr/>       |             |
|  | \$33667. 10 | \$33667. 10 |

Amount held in Trust for you \$2,378.30.

15th August, 1972.



E.&O.E.

With Compliments



To The Secretary.

Telephone: 649-7722

(3 lines)

Box 25, P.O., Auburn, 2144

Triglav Pty. Limited,

101 O'Brien Street, BONDI. 2026.

*Dr to Keith Williams & Noble*

*Solicitors*

10 Auburn Road, Auburn, 2144

Statement of Fees and Disbursements

KEW:LMG.

Re: The Company from Demarte.

To our costs on Transfer as per  
Conveyancing Scale

233. 00

To our costs on Mortgage to Demarte to  
secure \$13,000.00 as per Conveyancing  
Scale

54. 00

To our costs on collateral securities -  
property of Mr. Cujes and Mr. Porsek and  
second mortgage on St. Johns Park property

292. 00

\$ 579. 00

DISBURSEMENTS:

To Fees for rate enquiries etc

11. 15

To Stamp Duty on Contract and Transfer

578. 60

To Search fees

8. 30

To Survey fees paid to F.P. Wallis & Moore

88. 00

To Fees on registration of three Mortgages

36. 00

To Sundries

2. 50

724. 55

\$ 1303. 55

Continued 2/...

E.&O.E.

With Compliments



KEITH WILLIAMS & NOBLE  
SOLICITORS

KEITH E. WILLIAMS, LL.B.  
COMMISSIONER FOR AFFIDAVITS FOR N.S.W.

R. G. NOBLE  
SOLICITOR OF SUPREME COURT  
OF PAPUA AND NEW GUINEA

TELEPHONES: 649-7722 (3 Lines)  
BOX 25 P.O. AUBURN, 2144

Mr. A. Porsek,  
403 Guildford Road,  
GUILDFORD. 2161.

and to

Mr. J. Cujes,  
P.O. Box 40,  
SUMMER HILL. 2130.

Dear Sirs,

Re: Purchase Triglav Pty. Limited  
from Demarte. Property Bibby's  
Road, St. Johns Park.

We refer to our letter to you of the 14th June last and we are now pleased to advise that all necessary registrations have been effected and the Company is the registered owner of the property at Bibby's Road, St. Johns Park.

We now enclose herewith a statement of our costs and disbursements which shows that we are holding in trust for the Company the sum of \$2,378.30 after payment of all outgoings and the whole of the Council Rates for the current year.

These moneys can be used either to meet the Company's liability under its contract by virtue of the provisions of the Land Development Contribution Act or on your instructions we could use them initially to meet the Company's mortgage payments, the first of which in the sum of \$450.00 falls due on the 31st August.

We shall be pleased to have your instructions in relation to this aspect of the matter in due course.

Yours faithfully,  
KEITH WILLIAMS & NOBLE.,

Encl.

*[Handwritten signature]*  
Per: *[Handwritten signature]*

*10 Auburn Road,  
Auburn N.S.W.*

15th August, 1972.

IN REPLY PLEASE QUOTE

KEW:LMG.



**KEITH WILLIAMS & PARTNERS**

**SOLICITORS & ATTORNEYS**

PARTNERS

KEITH E. WILLIAMS  
BRUCE A. CLISDELL  
JAMES F. CRAWFORD

KEW CHAMBERS  
27 QUEEN STREET  
AUBURN 2144

PHONE: 646 2222  
P.O. BOX 25, AUBURN 2144  
DX 184 SYDNEY

YOUR REF.

OUR REF. KEW:LMG.

14th February, 1978.

Mr. S. Petkovsek,  
6/169 Croydon Avenue,  
CROYDON PARK. 2133.

Dear Sir,

Re: Triglav Pty. Limited Lease  
to Triglav Club Limited.

We are pleased to inform you that the Lease to Triglav Club Limited has now been duly stamped and registered and we have sent the Club's copy to Messrs. Brady, Donald & Co., the Solicitors acting for the Club in connection with its proposed application for a Licence.

We are holding the title deeds and copy of the duly registered Lease on behalf of Triglav Pty. Limited in safe custody on its behalf free of any encumbrance.

We shall furnish you with a statement of our costs and disbursements in connection with this and other matters in due course.

Yours faithfully,  
KEITH WILLIAMS & PARTNERS.,

Per: 



**KEITH WILLIAMS & PARTNERS**

**SOLICITORS & ATTORNEYS**

PARTNERS  
KEITH E. WILLIAMS  
BRUCE A. CLISDELL  
JAMES F. CRAWFORD

KEW CHAMBERS  
27 QUEEN STREET  
AUBURN 2144

PHONE: 646 2222  
P.O. BOX 25, AUBURN 2144  
DX 184 SYDNEY

YOUR REF.

OUR REF. KEW:LMG.

17th July, 1978.

Mr. S. Petkovsek,  
6/169 Croydon Avenue,  
CROYDON PARK. 2133.

Dear Sir,

Re: Triglav Pty. Limited &  
Triglav Club Limited.

We are pleased to inform you that the Lease  
to the Club has now been duly registered.

We have sent a copy of the duly registered  
Lease to the Club's Solicitors.

We are holding a duly stamped and registered  
copy of the counterpart of the Lease in safe custody on  
your behalf together with the title documents relating to  
the property and other associated documents including  
Survey Certificate on your behalf in safe custody.

We now enclose herewith a statement of our  
costs and disbursements showing a balance due to us amount-  
ing to \$381.30 which we shall be pleased to receive in due  
course.

Yours faithfully,  
KEITH WILLIAMS & PARTNERS.,

Encl.

Per: 



To Mr. S. Petkovsek.  
6/169 Croydon Avenue,  
CROYDON PARK. 2133.

Telephone: 646-2222  
Box 25, P.O., Auburn, 2144

*Dr. to Keith Williams & Partners*  
*Solicitors*

27 Queen Street, Auburn, 2144

*Statement of Fees and Disbursements*

77-0109-0126.

KEW:LMG.

*Re : Triglav Pty. Limited and*  
*Triglav Club Limited.*

To our costs in connection with discharge  
of Mortgage as per Conveyancing Scale

\$ 71. 00

To our costs in connection with preparat-  
ion of Lease and additional covenants  
including advising the Company generally  
in relation to the term and conditions of  
the Lease having regard to the particular  
requirements of the Club in relation to  
the leased premises and consultations  
with the Club's Solicitors to ascertain  
special requirements in relation to  
proposed application for a Liquor Lic-  
ence, all necessary attendances including  
stamping and registration of Lease as  
per Conveyancing Scale

150. 00

To our costs in connection with increase  
of the capital of the Company to \$200,000.  
preparation and filing of Notice of  
Resolution, filing of Notice of Increase  
of Capital, drawing and engrossing  
suggested form of application for shares  
in Triglav Pty. Limited and advising in  
respect thereof and conferences and  
advising in relation to irregularities  
in respect of Return of Allotment of  
Shares and advising you generally in  
relation to these matters

150. 00

\$ 371. 00

Less special allowance

100. 00

\$ 271. 00

Continued 2/..

*With Compliments*

E. & O.E.



*Dr. to Keith Williams & Partners*  
*Solicitors*

27 Queen Street, Auburn, 2144

*Statement of Fees and Disbursements*

-2-

*Re*

To our costs as per Page 1

\$ 271. 00

DISBURSEMENTS:

To fees for registration of Discharges  
of Mortgage and Lease

70. 00

To paid Stamp Duty on Lease

35. 30

To sundries

5. 00

110. 30

\$ 381. 30

Amount due to us - \$381.30.

17th July, 1978.

*A*

*With Compliments*



MINUTES OF FIRST EXTRAORDINARY GENERAL MEETING OF TRIGLAV CLUB LIMITED  
AT CLUB PREMISES LOT 19A BIBBYS ROAD, ST. JOHNS PARK  
ON THE TWENTYFIRST DAY OF APRIL 1979 AT 7.30 P.M.  
.....

- PRESENT:** Present were 56 members.  
There were present following members of The Board:  
Peter Krope (in The Chair), Jozse Sirec, Franc Nikel,  
Vili Tasner, Jozse Samsa, Adrian Mrsnik, Karlo Samsa,  
Jozse Cujes, Sofia Sajn and Martha Smuk.  
Apology: Stefan Zeks (in Hospital).
- INVITED:** As adviser for planing of premises Mr. Laurie Bower,  
Architect was present as guest at the meeting.
- AGENDA:** Mr. Peter Krope declared meeting open and red the Agenda  
for the Meeting as stated on the Notice for the Meeting.

President declared Meeting open at 8 p.m. and explained to the members the desire of The Board to involve as many members as practicable in the Club's building project.

The Board has enough power under The Memorandum and Articles of The Club to proceede with the planing and raising of the finances but has desided that for such project a greter involvement of all members is needed.

The President then invited The Chairman of Developement Committee of Fairfield who is Club's member to address the meeting. Mr. Don Turtle explained Council's requirements and also support for such an outstanding project and wished a speedy development.

President thanked Mr. Turtle for for his address and invited Architect Mr. Laurie Bower to explain the proposed plans and to answer all technical questions asked by members present at the Meeting. Explanations and questioning lasted for more than one hour.

After the assurance from the members that they are satisfied with the proposed plans and finacial arrangements the Secretary moved that the following motions be agreed to:

- (1.) The Board of Directors of Triglav Club Limited be authorized to apply to The Bank of N.S.W. Fairfield Branch for the Loan of 350 thousand dollars.

This motion was seconded by Jozse Samsa. as there was no discussion nor questions Chairman ~~declared~~ the vote.

Voting in favour of the Motion 56  
against nil  
abstained nil

Chairman declared motion carried.

- (2.) The Secretary then moved that:  
The Board of Directors of Triglav Club be authorized to finalize negotiations with Slovenska Izzeljenska Matica in Ljubljana for the loan of 200 thousand dollars.

this motion was seconded by Mr. Karlo Samsa. No discussion was requested therefore The Chairman put the motion to vote.

Voting in favour of the motion 56  
against nil  
abstained nil

Chairman declared the Motion carried.

- (3.) The Secretary then introduced the third motion of The Agenda which is:

The Board of Directors of Triglav Club Limited be Authorized to appoint BOWER, McFADYAN AND LITTLE PTY.LTD. of Rawson Place, Sydney to project Triglav Club Premises at the usual 6% commission.

This Motion was seconded by Mr. Lojze Moge.

After explaining that the contract between Triglav Club Limited and above Firm of Architects could be according to the proposed con-



( cont. )

tract be terminated by a month notice, the Chairman invited members to vote.

Voting in favour of the motion 56  
against nil  
abstained nil

Charman declared the Motion carried.

As there was no further business Charman declared Meeting closed at 9.45 p.m.

Minutes confirmed at .....

.....  
(Chairman of The Meeting)



TRADING STATEMENT FOR THE YEAR ENDED 30TH JUNE 1977

|                     |                             |              |                 |
|---------------------|-----------------------------|--------------|-----------------|
| <u>REVENUE:</u>     | Interest Received           | £ 19         |                 |
|                     | Rents Received              | <u>1.778</u> | £ 1.797         |
| <u>EXPENDITURE:</u> | General Expenses            |              |                 |
|                     | (incl. bank charges)        | £ 107        |                 |
|                     | Telephone                   | 251          |                 |
|                     | Electricity                 | 625          |                 |
|                     | Rates                       | 241          |                 |
|                     | Accountancy/Audit           | 150          |                 |
|                     | Mortgage Interest           | 1.800        |                 |
|                     | Repairs & Maintenance       | 100          |                 |
|                     | Printing/Stationary/Postage | 62           |                 |
|                     | DEPRECIATION                |              |                 |
|                     | Furniture Cost £ 359 - 11¼% | 40           |                 |
|                     | Plant Cost £ 2536 - 15%     | <u>380</u>   | 3.756           |
| <u>NET LOSS:</u>    |                             |              | <u>£(1.959)</u> |

APPROPRIATION ACCOUNT

|                          |                |
|--------------------------|----------------|
| Balance 1/7/76 (Credit)  | £ 4.368        |
| Less Loss Y/E 30/6/77    | <u>(1.959)</u> |
| Balance 30/6/77 (Credit) | <u>£ 2.409</u> |

AUTHORIZED CAPITAL (100.000 £ 2 SHARES) £ 200.000

BALANCE SHEET AS AT 30TH JUNE 1977

|                                |                 |
|--------------------------------|-----------------|
| Paid Up Capital                |                 |
| 22460 shares of £ 2 each       | £ 44.920        |
| Appropriation Account (Credit) | <u>2.409</u>    |
|                                | <u>£ 47.329</u> |

THESE FUNDS ARE REPRESENTED BY:

|                    |                           |              |                 |
|--------------------|---------------------------|--------------|-----------------|
| <u>ASSETS</u>      | Furniture                 | £ 319        |                 |
|                    | Bank                      | 1.095        |                 |
|                    | Land                      | 35.561       |                 |
|                    | Company Formation Cost    | 991          |                 |
|                    | A.N.Z. Bank Fixed Deposit | 1.066        |                 |
|                    | Building in Progress      | 7.543        |                 |
|                    | Loan                      | 2.298        |                 |
|                    | Plant                     | <u>2.156</u> | 51.029          |
| <u>LIABILITIES</u> | Loans                     | <u>3.700</u> | 3.700           |
|                    |                           |              | <u>£ 47.329</u> |

AUDITORS REPORT TO THE SHAREHOLDERS IN TRIGLAV PTY. LIMITED

The accompanying Balance Sheet and Trading Statement are, in my opinion, properly drawn up so as to give a true and fair view of the state of affairs of the Company at 30th June 1977 and of the results of the Company for the period then ended.

The accounting and other records examined by me are, in my opinion, properly kept.

L. Collins, F.A.S.A., A.C.I.S.  
Registered under the Public  
Accountants Registration Act 1945,  
as amended.



To.....

Telephone: 646-2222

Box 25, P.O., Auburn, 2144

*Dr. to Keith Williams & Partners*

*Solicitors*

27 Queen Street, Auburn, 2144

*Statement of Fees and Disbursements*

-2-

*Re*

To our costs as per Page 1

\$ 271. 00

DISBURSEMENTS:

To fees for registration of Discharges  
of Mortgage and Lease

70. 00

To paid Stamp Duty on Lease

35. 30

To sundries

5. 00

110. 30

\$ 381. 30

Amount due to us - \$381.30.

17th July, 1978.

*✓*



DAILED  
THE SLOVENIAN EMIGRATION SOCIETY  
OF LJUBLJANA  
The Lender

- and -

TRIGLAV PTY. LIMITED  
The Borrower

- and -

EURO FURNITURE PTY. LTD.  
The Administrator

---

AGREEMENT

---

DOYLE & KERR  
SOLICITORS  
450 LITTLE COLLINS ST.  
MELBOURNE 3000 VIC

REF: PAD:KT PH: 67 8511



THIS AGREEMENT is made the date set out in the Schedule hereto BETWEEN the parties named and described in the Schedule being the lender THE SLOVENIAN EMIGRATION SOCIETY of the first part (hereinafter called 'the lender') and the borrower being TRIGLAV PTY. LIMITED (hereinafter called 'the borrower') of the second part and the administrator EURO FURNITURE PTY. LTD. (hereinafter called 'the administrator') of the third part WITNESSETH that WHEREAS the lender is prepared to make available to the borrower the sum of approximately A\$250,000.00 (hereinafter called 'the loan amount') on the terms and conditions set out hereinafter to enable the borrower to finance the erection of a building at the address set out in the Schedule for use by the borrower in its activities and WHEREAS the administrator is to act in Australia for and on behalf of the lender to supervise and administer the advancing of the loan amount from time to time THE PARTIES HERETO HAVE AGREED AS FOLLOWS:-

1. THE lender will make available to the administrator the loan amount which said loan amount shall be provided to the administrator in a form which enables the administrator to draw upon that loan amount from time to time for purposes of payments as set out hereinafter.
2. THE administrator is hereby authorised and entitled to draw upon the said loan amount and to pay the same to the borrower from time to time in accordance with the terms and conditions set out hereinafter.
3. THE borrower shall be entitled to notify the administrator in accordance with the terms of this Contract as to progress being made with the construction of the building to be erected at the address set out in the Schedule hereto.
4. THE borrower agrees that for the purposes of this agreement the commencement date shall be the date it is advised by the administrator that the said loan amount has been remitted by the lender to the administrator's bank account for the purposes of this agreement.
5. THE parties hereto agree and acknowledge that of the total of the loan amount which the lender will make available



to the borrower only such amount as shall have been drawn by the borrower pursuant to this agreement before 15th April, 1982 shall be payable to the borrower and any balance of the loan amount which is not drawn by the 15th April, 1982 shall be regarded as having lapsed and shall no longer be available to the borrower and shall be transferred back to the lender by the administrator within 30 days from the 15th April, 1982.

6. NO payments shall be made by the administrator to the borrower pursuant to this agreement until the borrower has satisfied both the administrator and the lender that all necessary authorities and permits have been obtained for the construction of the said building.

7. THE borrower shall provide to the administrator appropriate certificates from an architect and accountant acceptable to the administrator setting out the value of works performed for the borrower in connection with the construction of the said premises from time to time; upon production to the administrator of such said certificates duly signed by the said accountant and architect the administrator is hereby authorised to pay to the builder responsible for erection of the said premises an amount which together with all amounts previously paid pursuant to this agreement totals not more than 90% of the amount so certified by the architect and accountant. In the event that in addition to the certificates as to value referred to previously the architect and accountant also present certificates of completion in connection with the said building works then the administrator may advance to the borrower the total amount so certified such said amount to be retained in an account in the names of both the borrower and the administrator requiring the signature of both pending the payment out of such said sum to the builder in accordance with any clause relating to the retention of such monies.

8. THE borrower shall be responsible for arranging for such certificates as may be required to be presented to the administrator and such, said certificates shall only be presented in accordance with any Schedule of payments set out in any building contract which the borrower may have entered into for the purpose



of effecting the building works referred to above.

9. THE lender hereby acknowledges that the administrator shall not be responsible to assess the accuracy or correctness of any certificates presented to the administrator on behalf of the borrower but shall be entitled to rely upon same and to make the appropriate payments as referred to above.

10. THE administrator shall be entitled to deduct from the said loan amount its expenses of supervising the payments to the borrower pursuant to this agreement and such expenses shall be based on the number of hours incurred by the administrator in such supervision at the rate per hour usually charged by Chartered Accountants provided however that the amount so deducted by the administrator shall not exceed the sum of \$15,000.00.

11. THE borrower shall in addition to being liable for the payment of interest as hereinafter provided be liable for any costs incurred in the actual remittance to the lender of any instalment pursuant to this agreement.

12. THE borrower agrees to pay interest to the lender on the actual amount borrowed at the rate set out in the Schedule hereto and described as the higher rate. Such interest will commence from the date of the first payment by the administrator to the borrower and such interest will be paid on so much of the loan amount as is actually paid to the borrower. The first payment of interest is to be made by the borrower on 1st May, 1982 and shall comprise interest on the actual amounts received from the commencement date until 30th April, 1982. Thereafter, interest shall be calculated yearly on the total amount borrowed and which is from time to time outstanding and shall be payable yearly on 1st May in each year until 1st May, 1991 when the balance of all monies advanced to the borrower together with any outstanding interest are to be repaid to the lender PROVIDED HOWEVER that should the borrower have paid and the administrator have received by 1st May in each year until the 1st May, 1991 interest on the amount borrowed which is from time to time outstanding then the lender will accept interest at the rate set out in the Schedule and described as the lower rate in lieu of interest



at the higher rate.

13. THE borrower agrees to pay interest as referred to above calculated and payable as set out in the Schedule hereto.

14. THE borrower agrees to repay to the lender the amount borrowed pursuant hereto by ten equal annual instalments each of such instalments to be one tenth of the amount so borrowed the first of such instalments to be paid on 1st May, 1982 as set out in the Schedule hereto and the final instalment on 1st May, 1991.

15. IF the borrower shall be in default in the payment of any instalment either of interest or principal and shall remain in default for a period of 30 days the lender shall be at liberty to demand the immediate repayment of the borrowed sum or so much thereof as shall then be unpaid together with all interest thereon at the higher rate as set out in the Schedule hereto.

16. THE lender shall have the right at any time while there are monies owing to it by the borrower pursuant to this Agreement to call up the whole or part of such monies by giving to the borrower three months prior notice in writing of its intention so to do.

17. THE borrower agrees that upon being given notice in writing so to do it will execute such mortgage or mortgages in favour of the lender or the administrator as the lender or the administrator may require but so that the obligations of the borrower under such mortgage or mortgages shall not be more onerous than the obligations of the borrower under this agreement PROVIDED FURTHER that the borrower shall be responsible for paying all costs stamp duties and expenses of any nature whatsoever associated with the preparation registration and completion of such said mortgage documents PROVIDED FURTHER that such said mortgage documents shall include such provisions as would normally be included in a mortgage prepared by the Solicitors acting for the administrator in the ordinary course of their mortgage practice including requirements as to insurance in the names of the lender and administrator if required and undertakings as to payment



of rates and charges and covenants for repair and maintenance.

18. THE parties hereto acknowledge that this agreement is subject to the consent of all of the relevant Australian authorities to the transfer of the loan amount from Yugoslavia to Australia.

#### SCHEDULE

##### 1. DATE

The                      day of                      , 1981.

##### 2. PARTIES

Full name, address and description of the parties.

- (a) Lender - Slovenian Emigration Society of Ljubljana  
of Cankarjeva UL. 1. 61.000 Ljubljana.
- (b) Borrower - Triglav Pty. Limited of  
403 Guilford Road, Guilford
- (c) Administrator - Euro Furniture Pty. Ltd. of 18-20 Glenvale  
Crescent, Mulgrave.

##### 3. AVAILABLE SUM:

Approximately A\$250,000.00

##### 4. ADDRESS OF SITE FOR ERECTION OF BUILDINGS:

Lot 19A Bibbys Road, St. Johns Park

##### 5. INTEREST RATE:

- (a) Higher Rate:  
4% per annum higher than the rate of interest charged  
by the Commonwealth Trading Bank of Australia from  
time to time on first mortgages of similar amounts.
- (b) Lower Rate:  
2% per annum.

##### 6. INTEREST PAYABLE:

- (a) Calculated yearly.
- (b) Payable to the lender yearly commencing on 1st May, 1982 and thereafter each year on 1st May, until 1st May, 1991 when the balance of the loan amount is to be repaid to the lender.

##### 7. PRINCIPAL REPAYMENT:

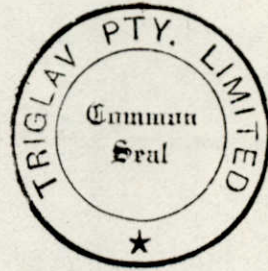
- (a) Ten equal annual instalments commencing 1st May, 1982.  
The final instalment comprising the balance of the loan amount and interest outstanding is to be paid



on 1st May, 1991.

THE COMMON SEAL of TRIGLAV  
PTY. LIMITED was hereunto affixed  
pursuant to a Resolution of the  
Board of Directors and in the presence  
of the persons whose names are  
subscribed hereto.

*[Signature]* Director  
*Stanislav Petercic* Secretary



SIGNED by the SLOVENIAN  
EMIGRATION SOCIETY OF LJUBLJANA

THE COMMON SEAL of EURO  
FURNITURE PTY. LTD. was hereto  
affixed in accordance with its  
Articles of Association in the presence  
of:

.....  
.....



on 1st May, 1991.

THE COMMON SEAL of TRIGLAV

PTY. LIMITED was hereunto affixed

pursuant to a Resolution of the

Board of Directors and in the presence

of the persons whose names are

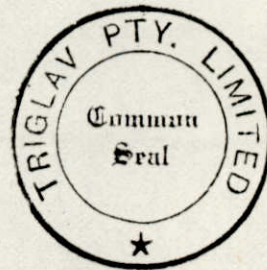
subscribed hereto.

*[Signature]*

Director

*[Signature]*

Secretary



SIGNED by the SLOVENIAN

EMIGRATION SOCIETY OF LJUBLJANA

THE COMMON SEAL of EURO

FURNITURE PTY. LTD. was hereto

affixed in accordance with its

Articles of Association in the presence

of:

.....

.....



# AVALA ESTATE AGENCY PTY. LTD.

217 CABRAMATTA ROAD, CABRAMATTA 2166

REAL ESTATE AGENTS and BUSINESS AGENTS

Telephones: 728 7125, 728 7622 A.H.: 727 7182

Our Ref.: LT/DR

6th July, 1981

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

Dear Sir,

RE: VALUATION of PROPERTY  
Lot A Bibby's Rd, St. Johns Park. 2176

Further to our conversation on the 6th instant, our Salesman was instructed to make an inspection of the abovementioned property.

Upon inspection he has found the improvements to be the value of \$35.000 to \$40.000 particulars note as follows.


1. Fibro House
2. Footings (subject to engineers inspection)
3. Fillings

The land size being 62.906x161.040 metres the total of 1.012 hectares which on to-days current market value would be worth \$95.000.

Our honest opinion of the value for the abovementioned property is \$130.000 to 135.000.

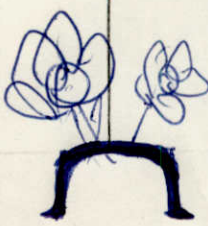
We, Sir, remain yours faithfully and assuring you of best services at all times.

Yours faithfully,  
AVALA ESTATE AGENCY PTY LTD

Manager/ Dusan Rsovac  
Per/ 

6006444

6012953



16  
1/11/81



# CONSTANTINE & CO.

SOLICITORS AND ATTORNEYS

A. A. CONSTANTINE, B.A., LL.B.

TELEPHONE: 232-4488 (5 LINES)  
DX 828 SYDNEY

7TH FLOOR, "CHALLIS HOUSE"  
10 MARTIN PLACE, SYDNEY, N.S.W. 2000  
BOX 4390, G.P.O. SYDNEY 2001

RJ:LC 5 86 1455

10th February, 1987.

IN REPLY PLEASE QUOTE:

The Secretary,  
Triglav Club Limited,

P.O. Box 61,  
CANLEY HEIGHTS N.S.W. 2166

RE: Claim by Bower, McFadyen and  
Little Pty. Limited.

To our costs of attending on instructions,  
phone attendance on plaintiffs solicitors,  
perusing letter from plaintiffs solicitors  
and Statement of Claim and Agreement,  
phone attendance on Counsel, drawing brief  
to Counsel to advise, phone attendance on  
you, phone attendance on you, attending in  
conference with you and Counsel (1 hour &  
15 minutes), perusing draft letter, letter  
to plaintiffs solicitors, attending on you  
(2.5 Hours), phone attendance on  
plaintiffs solicitors, letter to you,  
perusing letter from plaintiffs solicitors,  
letter to Counsel, letter to you, attending  
conference with Counsel (2 hours), phone  
attendance on plaintiffs solicitors,  
engrossing defence and cross claim, letter to  
you, phone attendance on you, perusing letter  
from you, attendance on you, attending to  
file defence, perusing letter from plaintiffs  
solicitors, perusing letter from plaintiffs  
solicitors, phone attendance on Counsel,  
phone attendance on you, attending in  
conference with Counsel (45 minutes),  
attending on conference with Counsel and  
yourselves (1 hour), perusing letter from you,  
perusing letter from plaintiffs solicitors,  
phone attendance on plaintiffs solicitor,  
perusing letter from plaintiffs solicitor,  
phone attendance on plaintiffs solicitors,  
letter to plaintiffs solicitors, general care  
and conduct of the matter and attendances not  
otherwise provided for exceeding but SAY

COPY

\$1050.00

Disbursements:

|                      |          |
|----------------------|----------|
| Mr W.H. Knight       | \$135.00 |
| Mr W.H. Knight       | 250.00   |
| Nicon Legal Searches | 26.00    |

411.00

411.00

|                      |        |
|----------------------|--------|
| Less paid on account | 500.00 |
|----------------------|--------|

1461.00  
500.00

BALANCE DUE

\$961.00





# TRIGLAV CLUB LIMITED

(Incorporated on 15th July, 1975)

Premises: 19 Brisbane Road, St. Johns Park, N.S.W.  
Postal Address: P.O. Box 61, Canley Heights, 2166.

Telephone: 610 1627

Address all correspondence to The Secretary

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

STATEMENT of VINCE FRISCIC of 30 Tennyson Rd, North Richmond, NSW.

Builder. .

I was present at the meeting of the 21st of April, which took place at the premises of Triglav Club Limited. At this meeting Mr. Laurie Bower, Architect, was also present. At the meeting Mr. Bower presented plans for the new club house, to be built at the then address of 19a Bibby's Rd, St John's Park. At this meeting Mr. Bower explained that he proposed to build the club house in three stages. He assured us that stage 1 will not cost more than 180,000 to 200,000 dollars maximum. He then explained that stages 2 and 3 will be built over the next 5 to 10 years.

Mr. Bower stressed that he or his company will not demand any payment until stage 1 was completed, when the club itself will be able to operate as a "money making machine", to use his exact words. Mr. Bower also stressed that he had a lot of experience with Sydney clubs.

Mr. Bower also presented a chart which showed how clubs similar to Triglav, that is having only 200 members at the time, could be self-supporting with only each member having to spend not more than \$5.00 per week in the club. This he explained would cover the mortgage and make a small profit. With these words Mr. Bower completed his speech and received enthusiastic applause.



STATEMENT of Peter Krope of 18.St.Kilda Street,St.Johns Park,N.S.W.

Regarding meeting between members of Club Triglav and Mr.L.Bower.

At the first meeting between members of Triglav Club Limited and Mr.L.Bower I remember Mr.Bower telling us not to be unduly concerned with the money (or to that effect) as there is more than one way to skin the cat. If there will be no money, we all be in the same boat. This statement was good enough for us that if there will not be loan as requested (200,000 from Yugoslavia and 300,000 from an Australian bank) there will be no cost to us as far as Mr.Bower was concerned.

At the time of signing of the agreement (Contract) with Mr.L.Bower we pointed again to him that the loan has not yet been approved and that we don't know if it ever will be, Mr.Bower assured us that "he is committed to his statement and that we have nothing to fear from signing the contract". Asked if we should have a Solicitor, he assured us that his Solicitor will look after our interests too and that will save us money.

As he was explaining to us that his Firm is member of Royal College of the Architects (I am not hundred percent of the Title) we were very impressed and trusted him fully.

20th January 1987

Peter Krope



STATEMENT made by Mr. Peter Krope of 16.St.Kilda Street,ST.JOHNS PARK,N.S.W.

Regarding meetings between members of Club Triglav and Mr.L.Bower.

At the first meeting between members of Triglav Club Limited and Mr.L.Bower I remember Mr.Bower telling us not to be unduly concerned with the money (or to that effect) as there <sup>is</sup> more than one way to skin the cat.If there will be no money, we will all be in the same boat.This statement was good enough for us indicating to us that if there will not be loan as requested (\$350.000) there will be no cost to us as far as Mr.Bower was concerned.

At the time of signing of the agreement with Mr.Bower we pointed again to him that the loan has not yet been approved and that we dont know if it ever will be.Mr.Bower assured us that "he is committed to his statement and that we have nothing to fear from signing the contract".Asked if we should have a Solicitor, he assured us that his Solicitor will look after our interes too and that will save us money.

As he was explaining to us that his Firm is member of Royal College of the Architects (I am not hundret percent of the Title) we <sup>WERE</sup> ~~w~~ery impressed and trusted him fully.



STATEMENT made by Mr. Peter Krope of 18 St. Kilda Str., ST. JOHNS PARK, N.S.W.

Regarding: Triglav Club Limited and Mr. L. Bower

First contact with Mr. L. Bower was made through Mr. F. Mikel who as builder was aware of Mr. Bower's work. He (Mr. Mikel) told me that Mr. Bower looked over our building plan and expressed some concern about the building itself and internal arrangements which are not all very suitable for smooth running of the Club. Mr. Mikel suggested that I meet with Mr. Bower without any obligations and listen to his remarks. This I agreed to and Mr. Mikel arranged the meeting at my residence at Cabramatta. As I am not a builder and as the command of my English at the time was not very good, I have arranged for Mr. Albin Porsek and Mr. Karlo Samsa to be present at the Meeting. Also present was Mr. Mikel who arrived with the Architect (Mr. L. Bower).

*4*  
*X*  
We explained to Mr. Bower our financial situation and the fact that as Club we have very little money but hope to rise a loan through Slovenska Izseljenska Matica by the Bank in Ljubljana. We told him that at present we only have the hope for the loan but no guarantee. That by the look of it did not bother Mr. Bower as he was explaining his ideas to us. Some of them were as we could work them out very good and beneficial for the Club.

*I ~~AM~~ INVITE Mr. L. Bower to meet and*  
We parted with the understanding that we will have more discussions with our members and advise him (Mr. Bower) if there is any interest for further non obligatory consultation. Mr. Bower assured us that he will be happy to meet with us or more members of the Club at any prearranged time. The meetings will naturally be without any obligations to the people attending or to the Club as such.

Any further meeting with Mr. Bower (of which I can't remember the dates were private discussions and therefore no minutes were kept. Finally a Meeting of all interested members of the Triglav Club was arranged, which also, Mr. Bower assured us, would not commit the Club or anybody else in any way.

Dated this at St. Johns Park on 17th December 1986.

*Peter Krope*

Peter Krope



## STATEMENT OF LIQUIDATED CLAIM

IN THE DISTRICT COURT  
OF NEW SOUTH WALES  
AT SYDNEY

19474

No.

of 19

## BETWEEN

STORMAR HOLDINGS PTY. LIMITED a company duly incorporated in the  
State of New South Wales and having its registered office at 5/9  
Fairlight Crescent, Fairlight

Plaintiff

AND

KARLO SAMSA of 40 Allison Avenue, Condell Park  
EMIL KUKOVEC of 34 Brown Street, Smithfield  
STANISLAV PETKOVSEK of 4/36 Junction Road, Summer Hill

Defendant

Issued 30 JUL 1961, 19

The plaintiff claims \$10,000.00 in respect of the cause of action pleaded overleaf.

Peter Martin Wayne  
C/- Knudsen & Wayne, Solicitors,  
8-12 Bridge Street, Sydney.

Plaintiff's Solicitor

which is the plaintiff's address for service.

To the defendant:

1. You are liable to suffer judgment unless notice of the grounds of your defence, prepared in accordance with the rules and verified by your affidavit, is received in the registry at 225 Macquarie Street, Sydney within 28 days after service of this Statement of Claim upon you. If you file such a notice the action will be heard (if either party requires a hearing) at the first place mentioned in the heading of this document. If that place is inconvenient to you, you may have a right under section 55 of the District Court Act, 1973, to have the action transferred to a more convenient place.

2. You may at any time before judgment pay the amount claimed into the registry, whereupon further proceedings against you in the action will be stayed, but you will remain liable for the costs incurred by the plaintiff before the payment. The plaintiff's costs incurred up to the time of service of this Statement of Claim are:

|                   | \$  | c  |
|-------------------|-----|----|
| Court fees        | 23  | 00 |
| Solicitor's costs | 104 | 00 |
| Service fees      |     | :  |
| Total             | 127 | 00 |

together with any further fees properly paid or payable for service.

N.B. PAYMENT WILL ONLY BE ACCEPTED IN THE REGISTRY IF MADE BY CASH, MONEY ORDER, BANK CHEQUE OR SOLICITOR'S CHEQUE.

3. You may at any time before judgment confess the plaintiff's claim or part thereof, and you may apply for an order for leave to pay the amount due by instalments. (Forms for these purposes are obtainable at the registry.) You and the plaintiff may sign and file an agreement as to the amount due and terms of payment. Any order made, or agreement filed, as to instalments will be binding on the plaintiff so long as the instalments are paid when due.

On ordinary business days, whether the Court is sitting or not, the registries at Sydney are open for business from 9.15 a.m. until 3.45 p.m., and the registries at other places are open for business from 9.30 a.m. until 1.00 p.m., and from 2.00 p.m. until 4.00 p.m.



The plaintiff pleads his cause of action as follows:

1. The defendants by written agreement dated 21st September, 1980 agreed to guarantee payment to the plaintiff the repayment by Triglav Pty. Limited of the whole of the principal moneys and payment of all interest to accrue under and upon a Memorandum of Mortgage dated 21st September, 1980 and bearing the dealing No. S231687.
2. Triglav Pty. Limited has defaulted under the said Mortgage.
3. The defendants have refused or neglected to pay the plaintiff the amount due to the plaintiff under the said guarantee.
4. The plaintiff now claims the sum of \$10,000.00 together with continuing interest on the principal sum at 16% per annum payable monthly



THIS DEED is made the                      day of                      1981  
BETWEEN TRIGLAV CLUB LIMITED of

(hereinafter called  
"the Mortgagor") of the one part  
AND EURO FURNITURE PTY. LIMITED of 18/20 Glenvale  
Crescent, Mulgrave (hereinafter called "the Mortgagee") of  
the other part

WHEREAS by Mortgage No. S717192 TRIGLAV PTY. LIMITED of  
403 Guildford Road, Guildford in consideration of a  
principal sum of ONE HUNDRED AND SEVENTY TWO THOUSAND  
EIGHT HUNDRED AND TWENTY DOLLARS (\$172,820.00) advanced to  
it by the Mortgagee upon the security of the land and  
hereditaments described in the said Mortgage (hereinafter  
referred to as "the Mortgaged Property") covenanted and  
agreed with the Mortgagee to repay the advance in the  
manner and at the time therein provided

AND WHEREAS there remains on the security of the said  
Mortgage a principal sum of ONE HUNDRED AND SEVENTY TWO  
THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS (\$172,820.00)

AND WHEREAS the Mortgagor has contracted to purchase the  
Mortgaged Property from Triglav Pty. Limited subject to  
the said Mortgage

AND WHEREAS the Mortgagee has in consideration of the  
execution of these presents agreed to allow the said  
principal sum to be repaid in the manner provided in the  
said Mortgage

NOW THIS DEED WITNESSETH that in consideration of the  
premises the Mortgagor for itself and its successors  
HEREBY COVENANTS AND AGREES with the said Mortgagee its  
successors and assigns that it will pay to the Mortgagee  
the said principal sum at the rate and in the manner  
provided in the said Mortgage and will observe all the  
provisions covenants and conditions contained in the said  
Mortgage covenanted or implied on the part of the  
Mortgagor to be performed PROVIDED ALWAYS and it is hereby

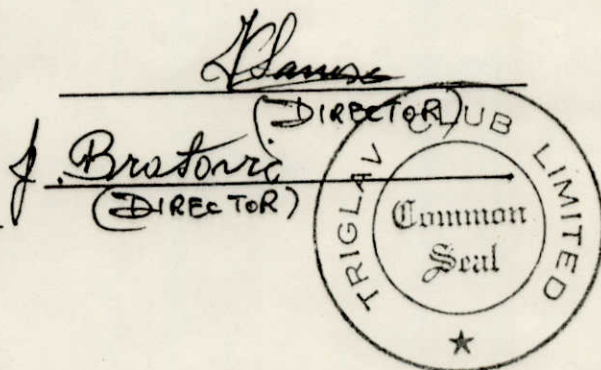


agreed and declared that the powers of sale and all trusts powers covenants provisions agreements declarations and provisos ancilliary and incidental or relating thereto and all other covenants powers attornments and provisos contained in the said Mortgage shall remain in full force and effect and be binding upon the Mortgagor in like manner as if it were the party named in the said Mortgage as Mortgagor and all things and payments which under any of such trusts powers covenants provisions agreements declarations and provisos ought to be done performed observed or made by the Mortgagor named in the said Mortgage and which the Mortgagee is authorised to do may be done performed observed or made by the Mortgagee in its discretion AND the said Mortgagor DOTH HEREBY CHARGE the said land and hereditaments with the due payment of the principal sum of ONE HUNDRED AND SEVENTY TWO THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS (\$172,820.00) and interest.

IN WITNESS WHEREOF these presents have been duly executed the day and year first hereinbefore written.

THE COMMON SEAL of TRIGLAV CLUB LIMITED was hereunto duly affixed in the presence of: )

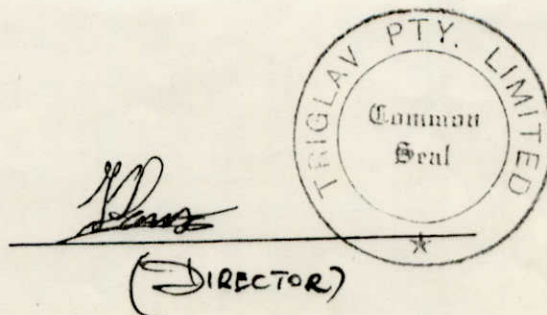
Karl Poljan  
(Secretary)



THE COMMON SEAL of EURO FURNITURE PTY. LIMITED was hereunto duly affixed in the presence of: )

THE COMMON SEAL of TRIGLAV PTY. LIMITED was hereunto duly affixed in the presence of: )

Karl Poljan  
(Secretary)





**AFS LEASING PTY. LIMITED**  
(Incorporated in New South Wales)  
**AGREEMENT FOR LEASE OF GOODS**

**AGREEMENT** made BETWEEN THE AFS LEASING PTY. LIMITED a company incorporated in the State of New South Wales ("the Lessor") of the one part AND the person specified as "Lessee" in Item 1 of the Schedule hereto ("the Lessee") of the other part.

WHEREBY IT IS HEREBY AGREED as follows:

**Lease**

1. The Lessor agrees to lease to the Lessee and the Lessee agrees to take on lease the goods ("the goods") described in the Schedule hereto ("the Schedule") for the period specified in Item 2 of the Schedule on the terms and conditions hereinafter contained and the Lessee will pay to the Lessor the Total Rent set out in Item 3 of the Schedule.

**Payment**

2. The total rent and total Stamp and other Duties for the term shall be due upon the execution of this Lease by the Lessee provided however that if the Lessee pays to the Lessor the first instalment on account of rent on the date specified in Item 2 of the Schedule and pays subsequent instalments on the same day of each succeeding month or within seven (7) days thereafter during the term to a designated bank account or otherwise as the Lessor in writing directs and complies with the terms and conditions of this Lease then the Lessor will not demand all or any part of the unpaid rent. On default in payment of any instalment on the due date and upon such a default continuing for a period in excess of fourteen (14) days and upwards the Lessor may by notice declare the unpaid balance of the Total Rent to be payable forthwith and in such event the same shall become payable by the Lessee to the Lessor.

**Delivery**

3. If the Lessee shall refuse to arrange or take delivery or shall fail to do so before the expiration of seven (7) days after the Lessor has paid for the Goods the Lessor may by notice in writing to the Lessee elect to treat the Lease repudiated by the Lessee and may recover from the Lessee as liquidated and ascertained damages any loss or damage and all expenses incurred by the Lessor by reason of such repudiation including the amount if any which the Lessor has paid for the goods together with interest at the rate of seventeen (17%) per centum per annum from the date of the notice hereinbefore mentioned until the same is paid in full to the Lessor.

**Warranty**

4. The Lessee warrants and confirms that:
  - (a) The Lessee has prior to his execution hereof inspected the goods and has satisfied himself that they are as described in the Schedule and as to their condition and suitability for the purposes for which he requires them.
  - (b) Any accessory or replacement supplied or attached to the goods during the term of the Lease shall become part of the goods.
  - (c) During the term the goods will be (i) under the control of the person specified in Item 4 (i) of the Schedule at all times and (ii) housed at the place specified in Item 4 (ii) of the Schedule.
  - (d) Any supplier or broker through whom this offer is submitted is not the agent of the Lessor for any purpose.
  - (e) To indemnify and keep indemnified the Lessor for loss of capital and income howsoever arising from the total or substantial destruction or loss of the goods (including lawful confiscation).
  - (f) The Lessor has acquired or will acquire the goods for the sole purpose of this Lease.

**Insurance**

5.
  - (a) The Lessee will insure the goods and keep them insured during the term of this Lease in the names of the Lessor and Lessee according to their respective interests therein with an insurance company duly licensed to carry on business under the Insurance Act 1973 to the full insurable value as determined by the Lessor against loss or damage by fire theft or accident and other loss or damage against which the Lessor may by notice in writing require the Lessee to insure.
  - (b) The Lessee will promptly pay all premiums and Stamp and other duties payable in respect of any such insurance and will not do or cause or suffer to be done any act matter or thing or make any statement which would in any way prejudice or detrimentally affect such insurance or the interest of the Lessor therein and the Lessee will forthwith upon demand deliver to the Lessor registration certificates and insurance policies in respect of the goods and all receipts for premiums paid in respect of insurance policies.
  - (c) Within seven (7) days after the occurrence of any event which could or might lead to a claim under any such insurance policy the Lessee will deliver to the Lessor in writing such particulars thereof as may be available to the Lessee and necessary for the purpose of notification of a claim against the insurer and the Lessee shall and does hereby irrevocably appoint the Lessor his attorney to recover and/or compromise in his or their joint names any claim for loss or damage under the policy or otherwise and give effectual releases and receipts for the same.
6.
  - (a) The Lessor is irrevocably authorised to appropriate any insurance or other moneys received by the Lessor or in respect of loss or damage to the goods towards any debt due and payable by the Lessee to the Lessor.
  - (b) In the event of total or substantial loss of the goods the Lessor may terminate this Lease and thereupon the Lessee shall pay to the Lessor all rentals, interest and other moneys due under the Lease up to the date of termination, together with the unpaid balance of the Total Rent payable at the date of termination plus the residual value, less any moneys received under sub-Clause (a) hereof.
  - (c) If in the Lessor's opinion the money from any insurance or other moneys received by it in respect of loss or damage to the goods are adequate to repair the goods the moneys so received may in the discretion of the Lessor be applied accordingly and the goods so repaired shall become the goods the subject of this Lease.

**Use of Goods**

7. The Lessee shall indemnify and save harmless the Lessor against all actions damages demands claims costs expenses losses or other liabilities whatsoever which may arise in respect of the goods or the possession use or operation of the goods by the Lessee or any other person in any manner whatsoever including but without limiting the generality of the foregoing for injury to person, property or consequential economic loss.
8.
  - (a) In his possession use and operation of the goods the Lessee shall at all times during the term at his own expense faithfully comply with all requirements of all Acts, regulations, ordinances and by-laws (if any) of the Commonwealth, Territories and of each State of Australia in which the goods are or may be situated used or operated which in any way relate to the Lessee or to the goods arising by virtue of the possession use or operation of the goods by the Lessee or by any other person and in particular without limiting the generality of the foregoing if required will register, license or obtain all necessary permits and certificates in respect of the goods at his own expense and keep them so registered, licenced or obtain all necessary current permits and certificates and duly and punctually pay all registration fees, licence fees, taxes and other moneys as if he was the owner thereof. All such licences, registrations, permits, notifications and certificates shall be effected in the name of the Lessee but showing the Lessor's interest as owner or proprietor where the applicable law permits or provides such interest to be shown. The Lessee will not use nor permit to be used the goods otherwise than in accordance with the terms of any insurance thereof or in breach of the terms of this Lease or for any unlawful purpose or for a purpose which in the opinion of the Lessor would be likely to imperil or endanger the safety or condition of the goods or prejudice or jeopardise the Lessor's interest therein. In his use or operation of the goods the Lessee shall at all times faithfully comply with the manufacturer's instructions and/or recommendations for the goods and will at all times keep and use the goods for purposes for which the goods are normally used and in a proper and skilful manner and will employ only properly trained and competent persons in the use thereof.
  - (b) Notwithstanding the foregoing the Lessee will at his own expense obtain any permits or authorizations necessary to enable the goods to be installed in or removed from the premises where the goods are housed and the Lessee hereby authorises the Lessor or its representative to do any act, matter or thing the Lessee may do or is authorised to do pursuant to the terms of this Agreement.

**Repair**

9. At all times during the term of this Lease at his own expense the Lessee shall take proper and reasonable care of the goods and keep the goods in good repair and condition and in proper working order in accordance with recognised standards and operate them by recognised methods and standards of operations. The Lessee will not permit the goods to be kept or serviced other than in accordance with the manufacturer's instructions and the Lessee will have the goods regularly inspected and serviced at the expense of the Lessee both as to materials and labour by a person approved by the Lessor in writing.



## Notices

10. (a) The Lessee will not alter or change his address or the place where the goods are kept from that specified in Item 4(ii) of the Schedule without the written consent of the Lessor.
- (b) Any notice may be given by either party by prepaid letter at the other party's address specified in this Lease or to such other address changed as aforesaid and such notice shall be deemed received on the third day after the date of posting.
- (c) A notice served by the Lessor in accordance with this clause stating the amount outstanding by the Lessee as at the date set out in the notice and/or the measure of the Lessor's loss and/or any other matter or thing arising directly or indirectly out of this Agreement shall be prima facie evidence of the matters contained in such notice and the Lessee agrees that it will not object to or challenge the admissibility of such a notice in any legal proceedings to which the Lessor and Lessee are parties.

## Title

11. (a) The Lessee during the term shall not nor shall the Lessee purport to sell offer for sale assign mortgage pledge underlet part with the possession or otherwise deal with or part with possession or control of the goods or any interest therein and will keep the goods in his possession and control and will not permit any lien to be created or to arise over the goods whether for repair or otherwise.
- (b) The Lessee will duly and punctually pay all rents rates taxes charges impositions and other outgoings payable in respect of land or premises whereon the goods shall from time to time be situated and will produce all receipts for such payments to the Lessor on demand and will protect the goods against all costs charges and expenses incurred by the Lessee in respect thereof and the Lessee will not attempt to nor will be mortgage charge demise sublet or otherwise dispose of his interest in any land or premises on or in which the goods are kept without the prior written consent of the Lessor.
- (c) The Lessee will not attach affix or secure the goods to land or premises without the prior consent in writing of the Lessor. Without limiting the generality of the foregoing —
- (i) Subject to sub-paragraph (ii) below if the goods are to be affixed attached or secured to land or premises the goods shall be deemed not to be fixtures and may be removed by the Lessor at any time in accordance with the provisions hereof and the Lessor shall be entitled to enter upon such land or premises at any time for such purpose.
- (ii) if the goods are to be affixed attached or secured to land or premises in which any person other than the Lessee has an estate or interest then the Lessee will obtain from that person a written acknowledgement that the goods are not fixtures and obtain their written consent to the entry and removal of the goods at any time by and without liability to the Lessor.

## Return of Goods

12. (a) Upon the expiration of the Term unless the Lessee continues in possession of the goods in accordance with Clause 16 or on the prior determination of this Lease the Lessee will forthwith and without cost to the Lessor deliver up the goods in proper working order and condition reasonable wear and tear only excepted to a place designated by the Lessor and within sixty (60) days of such delivery the Lessor may offer the goods for sale by public auction or through the trade by private treaty.
- (b) If the Lessor is unable to effect a sale of the goods at what it considers to be a reasonable price within sixty (60) days of the date of the goods being delivered up to the Lessor the Lessor may obtain a valuation of the goods by an independent valuer selected by the Lessor and the provisions of sub-clause (e) shall apply as if the goods had been sold at the date of the valuation for a cash price equal to the amount of the valuation less the expenses of and incidental to the valuation and storage in the meantime. Such a valuation may be made at any time.
- (c) If the amount calculated by deducting from the sale price or the valuation figure (as the case may be) all costs and expenses of and incidental to such sale or valuation and all other sums whatsoever owing by the Lessee to the Lessor under or by virtue of this Lease, is less than the Residual Value of the goods stated in the Schedule then the Lessor will notify the Lessee in writing of the amount such deficiency and Lessee will pay the same to the Lessor within fourteen (14) days of such notice.
- (d) If the Lessee shall fail to deliver up the goods to the Lessor on expiration of this Lease and consent of the Lessor pursuant to Clause 16 has not been obtained then the Lessee will pay to the Lessor by way of liquidated and ascertained damages for detention a daily sum equal to one-thirtieth (1/30th) of the monthly rental instalment specified in Item 3 of the Schedule hereof.

## Determination by Lessor

13. If the Lessee —
- (i) fails to pay any instalment within seven (7) days of the due date or any other moneys payable hereunder immediately upon the Lessor making demand therefore, or
- (ii) fails to observe and perform any of the terms and conditions herein contained or implied, or
- (iii) makes any insurance proposal made by the Lessee in respect of the goods which is declined or any insurance policy in respect of the goods is cancelled, or
- (iv) makes a false inaccurate or misleading statement or fails to disclose material facts in relation to this Lease, or
- (v) is declared mentally ill or convicted of a criminal offence or dies or commits an act of bankruptcy, or
- (vi) suffers the issue of any writ or other process of execution upon his goods land or person or any of them
- (vii) being a company becomes insolvent or if action is taken for the appointment of an official manager or receiver or goes into liquidation (other than for the purpose of amalgamation or reconstruction) or enters into a general composition or a scheme or arrangement with creditors or if the Lessor gives notice to the Lessee pursuant to Clause 6 hereof then in any such case the Lessor may by notice in writing to the Lessee —
- (a) declare the whole or any part of the unpaid balance of the Total Rent to be payable whereupon the same shall be paid by the Lessee to the Lessor within fourteen (14) days of such notice. Such notice will in no way prejudice or affect the rights of the Lessor under this Lease including but without limiting the generality of the foregoing the right to retain any moneys received on account of unpaid rent and the right to recover any overdue instalments of rent or damages for breach of the terms hereof. All arrears of rent and unpaid rent payable pursuant to the notice as aforesaid shall bear interest at the rate of seventeen per centum (17%) per annum calculated on daily rests from a date seven (7) days from the date of such notice until payment.
- (b) determine the Lease but without prejudice to its rights under sub-clause (a) above of this Lease.

## Inspection

14. (a) The Lessee will permit the Lessor or any person authorised by it to enter upon land or premises where the goods may for the time being be situated and to inspect and/or test the goods.
- (b) The Lessee will not alter or change any identifying number or mark on the goods.

## Repossession

15. (a) If the Lessee fails to return the goods at the expiration of the term or on the prior determination of this Lease, the Lessor shall be at liberty to take possession of the goods and for that purpose to enter upon any land or premises whereon the goods may for the time being be situated or reasonably suspected to be situated and for the purpose of such entry break open any inside or outside door, gate or fastening and detach and dismantle the goods from any part of the premises to which they may have been affixed.
- (b) The Lessee will pay to the Lessor all costs and expenses (including but without limiting the generality of the foregoing for work done on the goods where a lien for work exists or is claimed, recovery of the goods from the possession or control of any competent authority, for dismantling or removing the goods from premises or land, for repairs or renovations to premises on account of dismantling or removing the goods therefrom, for removal to any place designated by the Lessor and for storage) reasonably and properly incurred by the Lessor in taking possession of the goods consequent upon any default hereunder by the Lessee.

## Continuation

16. The Lessee may continue in possession of the goods after the expiration of the term but only with the written consent of the Lessor in which event the Lessee will until their delivery pay monthly in advance a rent (accruing from day to day) equal to the monthly instalment specified in Item 3 of the Schedule and will otherwise be bound by this Lease so far as is applicable.

## Waiver

17. No waiver by the Lessor of any breach by the Lessee shall be a waiver of any continuing or recurring breach. No waiver in any event will be effective unless in writing by the Lessor.

## Taxation and Stamp Duty

18. The Lessor makes no warranty as to the deductibility of rent or the availability of any investment allowance under the Income Tax Assessment Act and the Lessee will pay all duties including stamp duty of or incidental to this Lease including stamp duty on receipt of any moneys payable under or in respect of this Lease.



## Balance Sheet

19. The Lessee (if a Company) will upon request by the Lessor deliver to the Lessor two copies of the most recent Balance Sheet and Profit and Loss Account of itself and of its subsidiaries (if any) together with all reports accompanying the same.

## Supply of Goods

20. The Lessor and Lessee acknowledge:
- (a) The goods are leased by the Lessor after negotiations conducted between the Lessee and another corporation which is not related to the Lessor.
  - (b) The said other corporation supplied the goods, or caused the goods to be supplied, to the Lessor for the purpose of this Lease, and
  - (c) The Lessor has not taken physical possession of the goods.

## Inspection of Goods

21. The Lessee acknowledges and agrees that as a result of the inspection by him of the goods and in the course of satisfying himself as to their condition and suitability, he has ascertained and brought to the notice of the Lessor details of prescribed consumer product safety standards and prescribed consumer product information standards and has satisfied himself and warranted to the Lessor that the goods comply with those standards. Further, the Lessee acknowledges —
- (a) that the goods have been acquired by the Lessor for the purpose of this Lease.
  - (b) that he has prior to his execution hereof produced a statement from the supplier of the goods certifying whether or not consumer product safety and information standards have been prescribed for the goods and if so, that such standards have been complied with.

## General

22. (a) The Lessor shall be at liberty but not compellable to pay rental rates taxes insurance premiums and other outgoings of or in connection with land or premises where the goods may from time to time be situated and any other debts or claims relating to the goods or the Lessee's possession use or operation thereof and for which the Lessee may be liable and all sums so paid shall be repaid on demand by the Lessee to the Lessor and shall bear interest from the date of payment by the Lessor until the date of repayment by the Lessee to the Lessor at the rate of seventeen per centum (17%) per annum calculated on daily rests.
- (b) In addition to all other moneys payable hereunder the Lessee shall pay to the Lessor all costs and expenses incurred by the Lessor in obtaining or attempting to obtain payment of rent or enforcing the terms of this Lease or in endeavouring to locate the goods or in obtaining or attempting to obtain possession thereof whether by action
- (c) The Lessee irrevocably and in consideration of this Lease authorises the Lessor to do on behalf of the Lessee all such acts matters and things as the Lessee shall from time to time be obliged to do or perform hereunder which the Lessee shall have neglected or refused to do. Any act matter or thing done and any document executed by the Lessor in purported exercise of its rights under this sub-clause shall as against third parties be deemed to have been validly done or executed.
- (d) The Lessee shall have the use and enjoyment of the goods during the term without interruption or disturbance from the Lessor or any other person lawfully claiming under the Lessor provided the Lessee complies with the terms and conditions of this Lease.
- (e) All remedies either under this Lease or by law afforded to the Lessor shall be cumulative and not alternative.
- (f) Nothing contained herein shall confer on the Lessee any right or property or interest in or to the goods other than such as may arise out of this Agreement.
- (g) If any provision or part of this Agreement is or shall be prohibited by or is or shall be void voidable or unenforceable by reason of any applicable State or Federal law then such provision or part shall constitute no part of this Agreement and this Agreement shall be read and construed as if the same had never been inserted herein.
23. Notwithstanding the provisions of Clause 7 hereof the Lessee indemnifies and agrees to keep indemnified the Lessor against all loss, damage, claims, fines, penalties, liability and expenses whatsoever caused by or to the goods and in particular (but without thereby limiting the generality thereof):
- (a) loss by seizure under distress for rent, execution or other legal process;
  - (b) loss destruction of or damage to the goods by fire, accident or any other cause whatsoever;
  - (c) any claims arising out of the use, operation or keeping of the goods; and
  - (d) against any liability or additional liability the Lessor may incur under the Sales Tax Assessment Act or the Income Tax Assessment Acts by reason of the use of goods.

## Extent of Warranty Liability

24. The Lessee warrants and agrees with the Lessor that —
- (a) The terms of this agreement are not intended to exclude, restrict or modify or have that effect as to the application to any of the provisions of Divisions 2 and 3 of Part V of the Trade Practices Act 1974 (C'wth) and the Goods (Sales and Leases) Act, 1981 (Vic.) or the exercise of a right conferred by such a provision or any liability of the Lessor for breach of a condition or warranty implied by such a provision. Insofar as the said provisions apply to this agreement so as to allow the Lessor to limit its liability hereunder then the Lessor's liability shall be limited to at the Lessor's option.
    - (i) the replacement of the goods or the supply of equivalent goods or payment of the cost of replacing the goods or acquiring equivalent goods, or
    - (ii) the repair of the goods or payment of the cost of having the goods repaired, or in the case of supply of services, or
    - (iii) the supply of the services again, or
    - (iv) the payment of the cost of having the services supplied again.Insofar as the said provisions do not apply to this Lease, no condition, warranty or representation is given by the Lessor in relation to the condition quality or suitability of the goods, the date of delivery thereof, their disposal at the expiration of the Lease or in relation to taxation or otherwise, and any express or implied condition or warranty as to the quality fitness safety or otherwise of the goods prior to or at any time during the continuance of the Lease is hereby excluded and the Lessee's obligations to pay rent and otherwise hereunder shall continue notwithstanding any defect in the goods or the breakdown thereof.
  - (b) No person, including the Lessor's servants, are authorised to make on the Lessor's behalf any representations or promises whatsoever.
  - (c) Subject to sub-clause (a) hereof, the Lessee acknowledges that:
    - (i) the Lessor has neither sighted nor examined the goods and has no knowledge of the quality or fitness (if any) of the goods;
    - (ii) the Lessor has not authorised any person to give any warranty or make any representation on its behalf in respect of the goods;
    - (iii) the Lessor will not be responsible or liable for any warranty or representation made in respect of the goods by any person;
    - (iv) without in any way limiting the generality of any of the foregoing neither the Lessor nor any other person has given or made any warranty or representation regarding the Lessee's rights in respect of any law relating to taxation or regarding the disposal of the goods at the expiration of this Lease;
    - (v) the Lessee relies solely on his own judgement in all respects in relation to the goods;
    - (vi) the Lessor will not be responsible or liable in any way (including liability for consequential loss whether arising from negligence or otherwise) to the Lessee if the goods shall suffer any breakdown or damage or may be defective in any way whatsoever and the Lessee's obligations hereunder (including payment of rent) shall continue notwithstanding.
    - (vii) The provisions of the Goods (Sales and Leases) Act 1981 (Vic.) may apply beneficially to this agreement.

## Construction

25. (a) Where used herein unless the context otherwise requires:
- (i) words importing the singular shall include the plural and vice versa;
  - (ii) words importing a gender shall include any other gender;
  - (iii) the word "goods" means and includes the goods and each and every item specified in the Schedule and every part thereof and any part accessory or replacement now or hereafter supplied for or attached to the goods.
- (b) Time shall be of the essence in respect of the obligations of the Lessee under this Lease.
- (c) This Lease shall be governed by the laws of the State in which the acceptance of the Lessor has been endorsed hereon and any proceedings in respect of any cause of action arising hereunder shall be determined by the court of jurisdiction at the place of acceptance and such court shall have territorial jurisdiction to hear and determine such proceedings.
- (d) Marginal headings are informational only and are not part of this Agreement.



## THE SCHEDULE

ITEM 1: (The Lessee) ..... Triglav Club Limited,  
of ..... 19 Brisbane Street, St. Johns Park

ITEM 2: (Period of Lease) ..... 36 ..... months commencing on the ..... day  
of ..... 19 .....

ITEM 3: (Total Rent) \$..... 2,538.00 ..... (Residual Value) \$..... 171.50  
Monthly Instalment \$..... 69.46 ..... Stamp Duty \$..... 1.04 ..... Total Monthly Payment \$..... 70.50

ITEM 4: (i) (Under the control of) ..... Triglav Club Limited  
(ii) (Location of Goods) ..... 19 Brisbane Street, St. Johns Park.

### DESCRIPTION OF THE GOODS

Model: ..... Regn No: .....  
Engine No: ..... Accessories: .....

**One only New Text Lite 4" Sign Revolving, numerals.**

By executing these presents the Lessee hereby requests and authorises the Lessor to complete the description of the Goods in the Schedule (should such description be incomplete at the time of such execution) and agrees that this Agreement relates to the Goods described in the Schedule following the completion of the description.

IN WITNESS whereof these presents have been executed on the ..... day of ..... 19 .....


Accepted at .....


For and on behalf of  
AFS Leasing Pty. Limited .....  
(Authorised Signing Officer)

THE COMMON SEAL of


was hereunto affixed by authority of a resolution of the Board of Directors  
in the presence of:

or  
Signed by .....

  
Carlos Samsa

  
Carlos Pelcer

Trading as .....

in the presence of:   
(Authorised Signing Officer)