

Ernie's Nutshell

DEAR PETER.

loved
1/8/90

21-8-1990

Box 160,

NIMBIN, 2480

B 293 211

ENCLOSED PAPERS RE

WADENILLE. OUR SUPREME
COURT. ~~LEFT~~ DATE IS 13-19 Sept.

BOTH PINCHIN (SOLICITOR) +
PETER MADDEN (BARRISTER)
WILL BE THERE. I WILL
GET A RIDE OR CATCH
THE TRAIN.

PLEASE CALL OR WRITE OR
THERE IS ANY MORE INFO.
I CAN GIVE.

THANKS AGAIN FOR
YOUR INTEREST.

Yours faithfully

Uy

(MR). VYVYAN STOTT

3000 F JUDGE.
WHICH DATE IF
YET DATE IF
DON'T KNOW
PLEASE CALL NEAR
SIG NIFICANT IS.
P.S. DON'T KNOW
PLEASE CALL NEAR
SIG NIFICANT IS.

WADEVILLE PROJECT - STATEMENT OF INTENT

This statement is for those interested in the Wadeville/Department of Housing project and those who wish to be more seriously involved in it.

I wish to participate in the proposed common equity co-operative which has guaranteed availability of government funding up to 1.28 million dollars. It is my understanding that:

We will be responsible for mortgage repayments firstly as households in proportion to funds drawn upon and secondly as members of the community for the total of funds drawn.

We will attend community meetings whenever possible and strive for better communications and consensus decision-making on matters of importance which arise.

We intend to start building a community centre and to perform other community work on the property as soon as possible, and to commit ourselves to undertake this responsibility.

We will endeavour to build a community which is, environmentally conscious and free from harmful influences, and a growth base for all individuals.

No participant is to be involved or have any connection with illegal narcotics or any drug harmful to themselves or the community.

I understand this statement to have no legal binding of any description. The purpose of this statement is to indicate the commitment and responsibility that I the under-signed shall undertake, given agreeable circumstances in the future and is in preparation for a more formal commitment at a later stage.

.....
Date

.....
Signature of Applicant

P. Hamilton

March (?) 1990

THE PROPOSAL

AN APPLICATION FOR FUNDING UNDER
THE LOCAL GOVERNMENT AND COMMUNITY
HOUSING PROGRAMME BY THE NORTH
COAST DURABLE AFFORDABLE HOUSING
GROUP

ATTENTION DENNIS BURKE.

THE PROPOSAL

To construct, over a twelve month period, 8 houses in 3 clusters with some shared facilities, in order to provide both secure and long term low income rental accommodation for 14 adults and a maximum of 12 children. The houses would be designed and built by the tenants in consultation with a licenced builder and architect.

Amount requested from L.G.A.C.H.P. is \$408,700.

BACKGROUND

The proposed site is 86.2 hectares (215 acres) an ex-dairy property with predominantly north-east slopes, situated at Lot 2 Stoney Chute Road, Wadeville, parish of Jiggi, shire of Kyogle. The nearest towns are Nimbin (12 klms) and Kyogle (28 klms). This region over the past 10 years or so has experienced a markedly disproportionate growth in population compared to the rest of New South Wales (second only to the Mid North Coast) and the growth in new housing supply has not kept pace with demand. In addition this region probably has the highest level of poverty in New South Wales considering that unemployment is substantially higher than the New South Wales average, the rate of growth in single parent families is higher than the New South Wales average and the proportion of total population dependent on low incomes is greater than the New South Wales average.

The town of Nimbin has a large number of homeless people and a survey conducted of real estate agents in Nimbin and Kyogle showed only two rental opportunities for the area. Affordable rental accommodation currently serving the community consists mainly of private rentals which are often converted cow bales or sheds.

HISTORY

The land at Wadeville was purchased by the Department of Housing (the current owners) in 1986 with a view to establishing the first government supported multiple occupancy.

Low income housing was to be provided for 28 households on an owner builder basis under the Affordable Home Loans Scheme. The Development Application for a Multiple Occupancy was approved by Kyogle Shire Council and subsequently 300 applications were received from low income people. A great deal of funds were spent on consultancy fees for building site locations, road and placement, land use; and in implementing initial infrastructure development (specifically renovation of existing house (almost derelict) into a community centre, cow bales into laundry and shower facilities, 0.5 klms of roads and dams which service the existing group of residents).

In 1988 the government support was withdrawn for a number of reasons and residents were asked to leave. Many did but some residents remained. Over

the past 18 months the property has functioned as a refuge for homeless for homeless people. Over 70 homeless people have resided on the property for varying periods of time in temporary dwellings, under difficult conditions and it is from this pool of people that a core group has been formed to participate in the initial stages and in the proposed rental housing project.

THE PROJECT

Whilst the land at Wadeville received approval for 28 dwellings it is proposed that only 8 of this sites be developed in the initial stage. (Once this stage is completed and running smoothly it is envisaged that the remaining sites could be developed in 2 further stages). On these 8 sites dwellings would be constructed to provide : shared accomodation for 4 single people (2 dwellings), 2 single parent families, 2 couples and 2 family groups. In the core group involved at present there are : 3 single people, 2 single parent families, 2 couples and 1 family group (9 adults and 6 children in total). On approval of funding for the project steps would be taken to establish the eligibility of the core group to become tenants and to find the remaining tenants so they could be involved in all aspects of the project from an early stage. It is envisaged that tenants would design their own houses in consultation with the architect and builder supervising the project. Housing would be built by prospective tenants and constructed from a range of materials including mud brick and stone (both of which are available on the land), ferro-cement, timber and sawdust sand and cement. All houses will comply with local council standards and will be in keeping with housing in the surrounding area.

The project will be managed by the North Coast Durable, Affordable Housing Group a sub committee of the Nimbin Neighbourhood and Information Centre Incorporated. This group is prepared to become incorporated in it's own right if necessary should this expression of interest be favourably received. This group consists of representatives from local community groups and businesses, builders, an architect, an accountant (with local and state government liason skills), an administrator, welfare workers, prospective tenants (core group members), and members of other land sharing communities. This group offers a broad range of skills which they are prepared to pass onto the tenants of the housing project with the aim of eventually handing control over to them.

COSTING

Land	160.000
Design consultant	8.000
Construction consultant	10.000
Building supervisor	26.000
Siteworks (road works water supply)	45.000

COSTING(cont)

Sub total	249.000
Tools	4.000
Workshop	2.000
Financial management	2.500
Housing (all inclusive, avg 70 sq. mtrs, @\$450)	252.000
<u>Total capital cost of project</u>	<u>\$509.500</u>

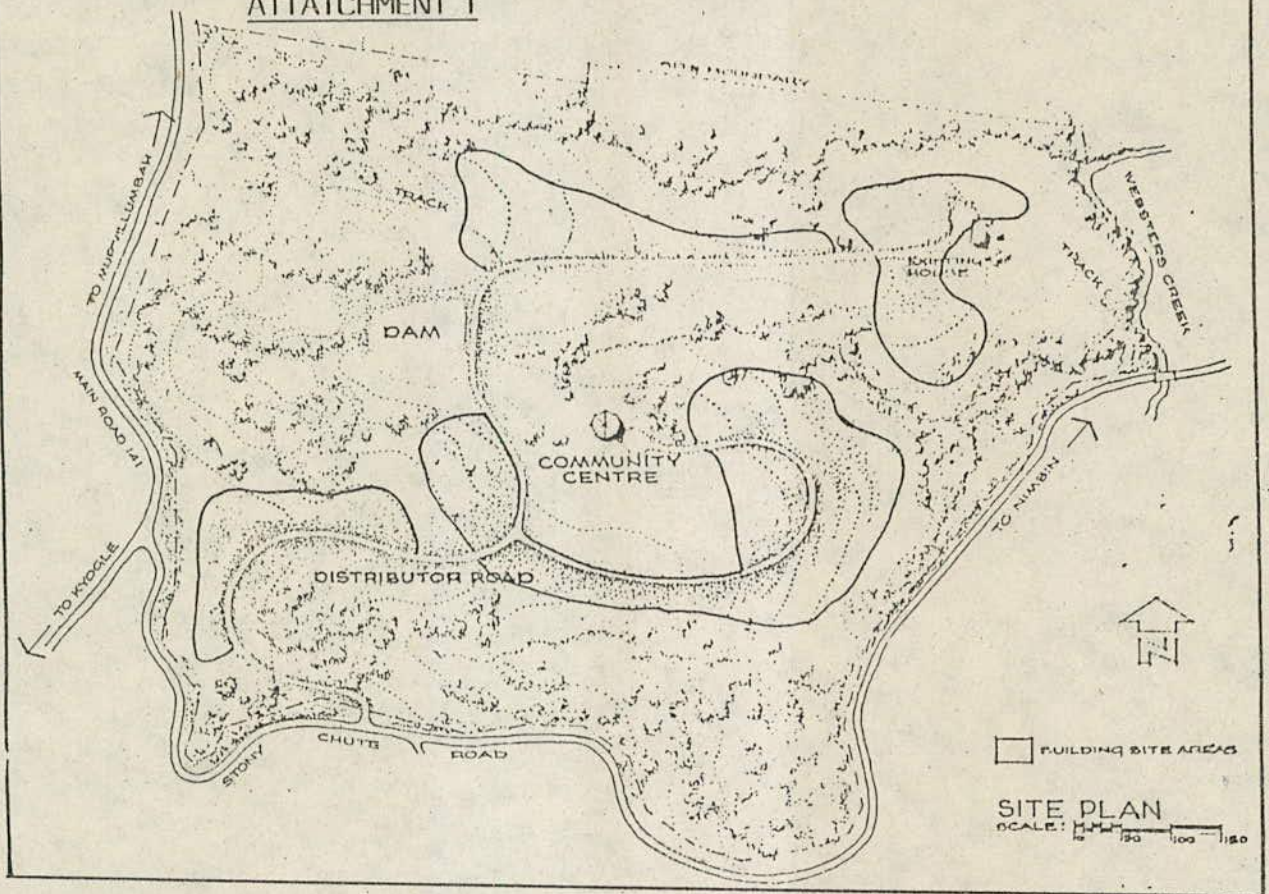
Building of houses by tenants would provide a saving of up to 40% on housing costs (figure taken from the 'Self Build and Urban Homesteading Scheme' run by the Victorian Government). This figure of \$100.800 (40% of \$252.000) represents 'sweat equity' and would be part of the community groups contribution as required in L.G.&C.H.P. guidelines.

Capital cost	\$509.500
Less 'sweat equity'	\$100.800
<u>Total cost to L.G.&C.H.P</u>	<u>\$408.700</u>

The North Coast Durable Affordable Housing Group would provide a program co-ordinator at an estimated value of \$30.000. In addition, once the project receives approval and tenants are selected they will be invited to set up a temporary dwelling on the property whilst they are building the houses. Those tenants taking up this option will be required to pay 22% of their gross income into an already existing Trust account until such time as they are housed to assist effective implementation of the project.

Accompanying this expression of interest are a site map and locality map.

ATTACHMENT 1



Public Housing Waiting Lists

Lismore

682 people are on the waiting lists

Waiting Times

1 Bedroom Apartments: Married couple no children--2.5 years

2 " Cottage--5 years

3 " House--4.5 years

4 " " 2.5 years

5 " " -2.5 years

Kyogle

52 people on the waiting list

Waiting Times

2 bedroom cottage...3.25 years

3 " House --4.5 years

4 " " -- 5 years

Loan Pensioners --2 years

Single Persons Up to 2 years

Figures supplied by the Lismore Department of Housing 20/2/1990.

A recent survey of 'street kids' in Nimbin showed that of the 10 young people interviewed (aged between 14 and 18), 2 were sleeping in the street, 2 were living with family members, 6 were living in unsatisfactory circumstances. All of those interviewed were looking for alternative long term,

accommodation. They were willing to live in a community situation and would prefer to live in and build dwellings of 'alternative, recyclable materials. Records kept by the Nimbin Neighbourhood and Information Centre

Inc. between 31/3/87 and 29/4/89 show that:

21 singles

11 single parents(25 children)

11 couples

7 couples(13 children)

Total 68 adults, 38 children,

were looking for accommodation ranging from 'anything, to a house suitable for a family of 5. The opinion of volunteers staffing the centre is that the present situation is worsening and becoming desperate.

Hamilton

Please return

22.9.89

WADEVILLE MULTIPLE OCCUPANCY COMMUNITY

v.

NSW GOVERNMENT (DEPARTMENT OF HOUSING)

MEMORANDUM OF ADVICE

My instructing solicitors act for certain persons who are members of the Wadesville Multiple Occupancy Community.

The facts in this matter are fully set forth in the observations to my brief and to some supplementary material particularly in a letter from my instructing solicitors of 25 August, 1989 and, in my opinion, it is not necessary for me to repeat, in this advice, the facts so set forth.

I have been asked to advise whether, in my opinion, an action for specific performance of the contract and/or damages for breach thereof can be maintained. In my opinion, neither type of action can be maintained primarily

because the whole basis of the proposed arrangement never reached fruition. The statement of intent included in the brief acknowledged that the Land Commission's project was to settle the equivalent of 28 households on the property. That was a fundamental ingredient in the project can be seen, for example, by the description of the project under the brochure headed "New South Wales Government Supported Multiple Occupancy Pilot Project". Indeed, as I understand it, the whole financial structure of the project was geared to that number of households. So much is seen from the "funding and repayment flow diagram" in the said brochure. The letter from the Department of Housing of 11 November, 1986 at the top of page 2 contains the assurance by the writer that the project will proceed "if you can obtain a definite commitment from 28 households with average incomes of \$190 to \$200 per week". That requirement of 28 households was reiterated in the Department's letter of 13 March, 1988 to Mr. Leggett in numbered paragraph 1C. It is common ground that no definite commitment was ever obtained from 28 households. Occupation of the site took place, as I understand it, in circumstances where it was hoped or anticipated that the project could be brought to fruition. See, for example, the letter of 11 November, 1986 referred to above. It is clear that some members paid an initial deposit and subsequent licence fees but, in my opinion, it could not be said that that was done under any concluded

agreement such as set out in the brochure or any concluded agreement to purchase the land in the absence of such households and arrangements as to finance.

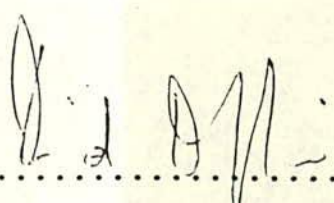
In my opinion, the group could not demonstrate that there was ever any concluded agreement upon which an action for specific performance could be brought or alternatively an action for damages.

My instructing solicitors have suggested that ^{if} there is no binding contract between the parties then the group is entitled to seek damages on the principles of estoppel. In my opinion, that suggestion is incorrect. It is true that since Waltons Stores (Interstate) Limited v. Maher (1988) 62 ALJR 110 it is easier to use the principles of estoppel in an affirmative way rather than the defensive nature of the principles as previously understood. In Franklin & Anor. v. Manufacturer's Mutual Insurance Limited (1936) 36 SR (NSW) 76 is an instance where conduct was set up as a defence to a claim. It is not an instance of where the principles of estoppel were sought to be relied upon as providing a cause of action. Of course, in the absence of fraud, no cause of action would exist in relation to any misrepresentations that may have been made because it is trite law that an innocent misrepresentation does not provide any cause of action and certainly there is nothing

a proposed joint venture or proposed contract to expend money in the mutual expectation of that transpiring and for that expenditure to be retained by the other party when the proposed venture falls through. See Muschinski v. Dodds (1985) 1 60 CLR 593; Baumgartner v. Baumgartner (1987) 62 ALJR 29 and Pavey and Mathews Pty. Limited v. Paul (1987) 162 CLR 221.

I would recommend that urgently material be collected on the amount of money paid to the Department and the nature and extent and cost of all improvement effected to that property and that the Department then be advised that in the absence of such reimbursement then occupation would continue and any ejectment proceedings would be resisted on the basis that it was inequitable for the group to be evicted from the property in the absence of recompense or monies paid and work carried out in the expectation that a concluded agreement would be reached.

SELBORNE CHAMBERS


.....
DAVID P.F. OFFICER

22 September, 1989

in the evidence before me to even hint at any misrepresentations having been made in a fraudulent manner.

Again, it is suggested by my instructing solicitors that Waltons Stores supra may provide some comfort in the present case. In my opinion, that case does not assist in the present circumstances. In Waltons' case it was held as a matter of fact that the appellant was estopped from denying that a concluded contract by way of exchange existed. In other words, the Court held that, as a matter of fact, a concluded contract existed and the appellant could not assert that the exchange of contracts had not taken place. That cannot be the present case where it is abundantly clear in my opinion that no contract was ever concluded.

In my opinion, there could well exist a defence to an action for ejectment. The basis of the defence would be that in all the circumstances of the case it would be inequitable for the Department to evict the occupiers without at least seeking to make restitution to them for improvements made to the property as required by the Department and for monies paid to the Department at their insistence in the mutual expectation that an agreement would be forthcoming. It can be inequitable for parties to

P. Hamilton

18.5.90 "A"

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IN THE SUPREME COURT
OF NEW SOUTH WALES
SYDNEY REGISTRY
EQUITY DIVISION
14745 of 1989

NEW SOUTH WALES LAND &
HOUSING CORPORATION
Plaintiff

-v-

GORDON WILLIAM KING
First Defendant
VYVYAN STOTT
Second Defendant

DEFENCE

TRENCHES
Solicitors for
DEFENDANTS,
33 Woodlark Street,
LISMORE. NSW. 2480
DX 7718 LISMORE
Telephone 066 212211
SYDNEY AGENT:
HENDERSON TAYLOR
MITCHELL BAKER,
Solicitors,
3rd Floor,
20 York Street,
SYDNEY. NSW. 2000
DX 235 SYDNEY.
Telephone 297851.

1. The Defendants admit the matters raised in paragraph 1 of the Statement of Claim.
2. In relation to paragraph 2 the Defendants admit that the Plaintiff formulated and announced a multiple occupancy project.
3. The Defendants admit paragraph 3. The Defendants say that 28 households were available and that the conduct of the Plaintiff and its servants and agents led to participating persons leaving the project.
4. In relation to paragraph 4 the Defendants admit they were included in the selected households.
5. In relation to paragraph 5 the Defendants admit that they agreed to terms and conditions but deny that it was a term that there were to be 28 households and if it was a term, it was a condition to be carried by the Plaintiff and not the Defendants.
6. In relation to paragraph 6 the First Defendant entered into occupation in January 1988, the Second Defendant entered into occupation on 12 May 1988. The Defendants do not admit that the occupation was allowed only pending the implementation and performance of the terms and conditions of the project.

7. In relation to paragraph 7 the Defendants do not admit the matters contained in this clause. The Defendants were accepted and entered into occupation of the land on the basis that the Defendants and each of them would comply with the conditions required of them personally which they did.

8. In relation to paragraph 8 the Defendants deny they repudiated the agreement. The Defendants had carried out all of the requirements and conditions imposed on them as required by the Plaintiff.

PARTICULARS

- (a) The Defendants had each selected a lot.
- (b) The Defendants had each commenced building a dwelling.
- (c) The Defendants had engaged in community work including road building, building and renovating the community centre, building and renovating shower and amenities block.

(d) The Defendants had commenced making payments.

9. In relation to paragraph 9 the Defendants deny they repudiated the project.

10. In relation to paragraph 10 the Defendants deny any breach as contained in this paragraph or at all.

11. In relation to paragraph 11 the Defendants deny the breach alleged in this paragraph or any breach at all.

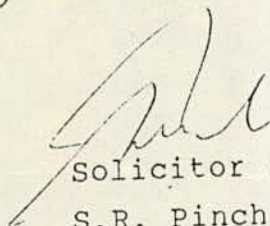
12. The Defendants allege that the Plaintiff is estopped from seeking the relief sought in the Statement of Claim because the licence that was granted was irrevocable and that they complied with its terms.

PARTICULARS

Following representations made by the Plaintiff its servants and agents to each Defendant, the Defendants and each of them commenced residing on the property.

With the knowledge, permission and agreement of the Plaintiff, the Defendants and each of them commenced building dwellings on the property, were involved in community activities and commenced making payments as required.

DATED: 18/5/90


Solicitor for DEFENDANTS
S.R. Pinchin

SOLICITOR FOR
DEFENDANTS:

S.R. Pinchin
Trenches,
Solicitors,
33 Woodlark Street,
LISMORE. N.S.W. 2480
DX 7718 LISMORE
Telephone 066 212211

ADDRESS FOR SERVICE
OF DEFENDANTS:

SYDNEY AGENT:
HENDERSON TAYLOR MITCHELL BAKER,
Solicitors,
3rd Floor,
20 York Street,
SYDNEY. NSW. 2000
DX 235 SYDNEY.
Telephone 297851

FILED:

19

0605a/3-6/MR

18-5-90" B"

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IN THE SUPREME COURT
OF NEW SOUTH WALES
SYDNEY REGISTRY
EQUITY DIVISION
14745 of 1989
NEW SOUTH WALES LAND &
HOUSING CORPORATION

Plaintiff

(Cross-Defendant)

-v-

GORDON WILLIAM KING

First Defendant

(First Cross-claimant)

to the first cross claim
VYVYAN STOTT

Second Defendant

to the second cross claim
(Second Cross-claimant)

SECOND
CROSS-CLAIM BY ~~SECOND CROSS-~~
CLAIMANT

TRENCHES

Solicitors for

DEFENDANTS,

33 Woodlark Street,

LISMORE. NSW. 2480

DX 7718 LISMORE

Telephone 066 212211

SYDNEY AGENT:

HENDERSON TAYLOR

MITCHELL BAKER,

Solicitors,

3rd Floor,

20 York Street,

SYDNEY. NSW. 2000

DX 235 SYDNEY.

Telephone 297851

1. On or about 11 May 1988 the Second Cross-claimant made application to become a member of the Wadeville work group.

2. On or about 11 May 1988 the Second Cross-claimant signed a document known as a Statement of Intent.

3. On or about 11 May 1988 an agent of the Cross-defendant approved the Second Cross-claimant becoming a member of the Wadeville project.

4. On or about 12 May 1988 the Second Cross-defendant moved to the Wadeville project operated by the Cross-Defendant and took occupation of an area allocated to him by an agent of the Cross-defendant.

5. The Second Cross-claimant paid moneys towards the community funds and paid from May 1988 until August 1988 \$15.00 per week. On or about 11 May 1988 the Cross-defendant's agent authorised the Second Cross-claimant to commence erecting and building structures on the property. It was represented to the Second Cross-claimant that he would be entitled to reside permanently upon the Wadeville property.

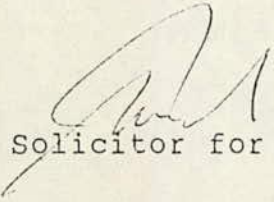
6. In furtherance of the agreement the Second Cross-claimant became involved in building work and other matters related to the improvement of the property.

PARTICULARS

- (i) Spending in excess of eight hours per week engaged in community work including road building, building and renovating community centre, building and renovating a shower and amenities block.
- (ii) Attending meetings.
- (iii) Making payments referred to above.

AND the Second Cross-claimant claims:

- 1. A declaration that the Second Cross-claimant holds a non-revocable licence.
- 2. Alternatively, a declaration that the Cross-claimant is entitled to hold the land or part thereof on trust from the Defendant.
- 3. Damages.
- 4. Costs.


Solicitor for the Second Cross-claimant

DATED: 18/5/9~

SOLICITOR FOR SECOND

CROSS-CLAIMANT: S.R. Pinchin
Trenches,
Solicitors,
33 Woodlark Street,
LISMORE. N.S.W.2480
DX 7718 LISMORE
Telephone 066 212211

Trenches

Solicitors

P. Hamilton

33 WOODLARK STREET
LISMORE N.S.W. 2480
P.O. BOX 570

TELEPHONE 066 21 2211
FACSIMILE 066 21 9656
DX 7718

Our Ref: P9016
Your Ref:

5.4.90

5 April 1990

Mr. G.W. King & Mr. V. Stott,
C/- Lot 2 Stoney Chute Road,
WADEVILLE N.S.W. 2480

Dear Mr. King & Mr. Stott,

G.W. KING & V. STOTT ATS N.S.W. LAND & HOUSING CORPORATION -
EJECTMENT PROCEEDINGS

"A" We refer to previous correspondence and discussions herein. We
*enclose for your information a copy of a request for further
and better particulars made on 26 February together with a copy
of the Plaintiff's solicitors reply dated 29 March. "B" "C"

We have received a Statement of Claim and a copy of that
document is also *enclosed. We have prepared a draft defence
and forwarded same to Mr. Maiden of Counsel together with a
further request for particulars.

The matter has been further adjourned until 19 April and we
have been ordered to file a defence by 18 April. It could be
that we will be unable to file a defence until the particulars
sought have been properly provided.

Yours faithfully,
TRENCHES

0683L/24-MR

"A"

26.2.90

Our Ref: P9016
Your Ref: 2046/dt1

26 February 1990

Edward Moore and Co.,
Solicitors,
DX 792,
SYDNEY

Dear Sirs,

G.W. KING & V. STOTT ATS N.S.W. LAND & HOUSING CORPORATION -
EJECTMENT PROCEEDINGS

We refer to your letter of the 15th February. We have now had an opportunity of discussing the letter and enclosed Points of Claim with our Counsel. Counsel points out that the Order was that this matter proceed by way of Statement of Claim. We accordingly request that the Order be complied with.

Prior to being able to prepare a Defence we require you to provide the following further and better particulars:-

Re Paragraph 2

1. By whom is it alleged it was represented the project to have 28 households?
2. What were the terms of the representation?
3. Was representation oral or written?
4. If written please provide a copy.

Re Paragraph 3.

1. Is it alleged that the First and or Second Defendants entered into a Contract?
2. If the answer to the last question is yes, was the Contract oral or written, and if oral what were its terms and if written please provide a copy.

3. By whom on behalf of the Plaintiff was the Contract entered into?
4. By whom on behalf of the Defendant was the Contract entered into?

Re Paragraph 4

1. When is it alleged the First and Second Defendant were included in the selected households?
2. Who on behalf of the Plaintiff selected the first and/or second Defendants for inclusion?
3. What were the terms and conditions if any of the selection of the First and Second Defendants?

Re Paragraph 5

1. What were the terms and conditions offered by the Plaintiff?
2. Who on behalf of the Plaintiff accepted the Defendants agreement?
3. When was it accepted?
4. Was such acceptance by the Plaintiff oral or written? If oral what were its terms and if written, please provide a copy.
5. What consideration does the Plaintiff rely on in this paragraph?

Re Paragraph 6

1. Who on behalf of the Plaintiff allowed the First Defendant into occupation?
2. Who on behalf of the Plaintiff allowed the Second Defendant into occupation?
3. When was the license entered into?
4. Was the license oral or written?

5. If the license was oral, what were its terms? If it was written, please provide a copy.
6. Who on behalf of the Plaintiff entered into the license agreement?
7. Who on behalf of the First Defendant entered into the license agreement?
8. Who on behalf of the Second Defendant entered into the license agreement?

Re Paragraph 7

1. When was this term determined?
2. By whom was the determination conveyed to the First and Second Defendants?
3. Was such determination and communication oral or written? If oral, what were its terms, and if written, please provide a copy.
4. When was this alleged term included and where was this term concluded?

Re Paragraph 8

1. What conduct of the First Defendant and the Second Defendant did not comply?
2. What were the alleged terms and conditions of the project immediately not complied with?
3. When was the agreement repudiated.
4. Was the repudiation oral or written? If oral please provide its terms, if written, please provide us with a copy.
5. By whom on behalf of the Plaintiff was the repudiation made?

Re Paragraph 9

1. What date did the alleged repudiation occur?
2. How was the repudiation communicated to the First and Second Defendants?

Re Paragraph 10

1. What date did the Plaintiff terminate the project?
2. How has termination occurred?

Re Paragraph 11

1. What breaches are alleged by the First Defendant?
2. What breaches are alleged by the Second Defendant?
3. Please provide copy of the alleged Notice.

On receipt of the above information, we will be in a position to prepare our Defence. We look forward to receipt of the Statement of Claim in due course.

Yours faithfully,
TRENCHES

EDWARD MOORE & CO.
SOLICITORS

SUITE 504
"CHAIRIS HOUSE"
10 MARTIN PLACE
SYDNEY, N.S.W. 2000
TELEPHONE: 235 3153

"B"
29.3.90

DX 792 SYDNEY
TELEX: AA27364
FAX: (02) 231-4673

H. F. MOORE & A. H. B.

YOUR REF: P9016
OUR REF: 2046/d.T1

FAX (02) 235 0003

9th March, 1990.

Messrs Trenches
Solicitors
PO BOX 7718 LISMORE

*Stephen Pinchin
of Trenches*

*David Officer QC
Peter Woodlen, Barrister* } *in Vis.*

Dear Sirs,
RE: NSW LAND & HOUSING CORPORATION v KING & ANOR

We refer to your letter of 26th February, 1990 and make the following replies to
our request for further and better particulars:-

PARAGRAPH 2

- . The representations were contained in written material (copies of which are annexed and marked "A") and oral statements made by officers of the Plaintiff and the Rural Resettlement Task Force; principally Mr. W. Russell, Mr. J. Hall and Mr. D. Leggett.
- . The terms were as set out in the written material marked "A".
- . Both.
- . See attached.

PARAGRAPH 3

- . Yes.
- . Both written and oral. The terms were as set out in the written material marked "A".
- . Mr. D. Leggett acting on behalf of the Plaintiff.
- . The Defendants.

PARAGRAPH 4

- . In or about early 1988.
- . Mr. D. Leggett.
- . The terms and conditions were as contained in the written material marked "A".

PARAGRAPH 5

The terms and conditions contained in the written material marked "A".

The Defendants accepted the terms and conditions of the Plaintiff's offer both orally to Mr. Leggett and/or by their conduct.

The Defendants acceptance was in or about early 1988.

The acceptance was by the Defendants and conveyed to Mr. Leggett.

The benefit flowing to the Defendants from being selected as two of a limited number of households in a housing project being undertaken with the assistance of the Plaintiff.

PARAGRAPH 6

Mr. D. Leggett and Mr. W. Russell.

Mr. D. Leggett and Mr. W. Russell.

In or about early 1988.

Oral.

- (a) That within a reasonable time in the particular circumstances the Defendants would together with the other selected households jointly comply with the terms and conditions of the agreement entered into between the parties in respect of the multi-housing project at Wadeville;
- (b) That in the event of any failure on the part of the selected households to jointly fulfil the obligations under their agreements with the Plaintiff they would within a reasonable time give up possession of the property at Wadeville;
- (c) That the Defendants would occupy sites as nominated on the property at Wadeville;
- (d) That pending the implementation of the said agreement the Defendants would each pay to the Plaintiff a licence fee of \$10.00 per week for each household.

Mr. Leggett.

The First Defendant.

The Second Defendant.

PARAGRAPH 7

In reply, this paragraph of the Plaintiff's claim does not refer to a determination of the occupation of the licensee.

In reply, we repeat the preceding answer.

In reply, we repeat the answer previously given.

At the time the licence agreement was entered into between the parties in Northern NSW.

PARAGRAPH 8

The conduct of the Defendants in failing to conclude agreement with other households participating in the project within a reasonable time for the joint sharing of the assets and proposed liabilities of the multi- occupancy project at Wadeville NSW.

See the preceding answer.

In or about July, 1988.

The repudiation was by conduct as detailed above.

The repudiation was by the conduct of the Defendants.

PARAGRAPH 9

In or about July, 1988.

The repudiation was by the conduct of the Defendants.

PARAGRAPH 10

11th August, 1988.

By letter from the Minister of Housing to the Defendants.

PARAGRAPH 11

The failure to conclude arrangements with the households participating in the project within a reasonable time for the joint sharing of the assets and proposed liabilities of the multi-occupancy project at Wadeville NSW.

See the preceding answer.

A copy of the letter of the Minister of Housing is annexure "C" to the affidavit of Warren Russell sworn 8th December, 1989. The Plaintiff will contend at the hearing that in accordance with the terms of the licence formal notice of the termination of the project constituted notice of the termination of the licence.

Would you please file and serve your clients' defence within the time to be provided.

Yours Faithfully,

Samara Monro

(54-90)

"C"

IN THE SUPREME COURT OF NEW SOUTH
WALES
COMMON LAW DIVISION
SYDNEY REGISTRY

No. 14745 of 1989

NEW SOUTH WALES LAND
AND HOUSING CORPORATION

Plaintiff

GORDON W. KING

First Defendant

VYVYAN STOTT

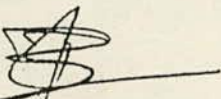
Second Defendant

STATEMENT OF CLAIM

filed pursuant to consent
orders made on 8.2.90 by
Prothonotary Whalan

Messrs Edward Moore & Co
Solicitors
Suite 504, 10 Martin Place
SYDNEY NSW
Tel. 235 3153
DX 792 SYDNEY
Fax 235 0003

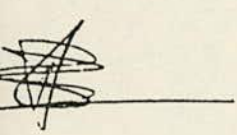
1. At all material times the Plaintiff was and is the owner of the whole of the land being Lot 2 in Deposited Plan 584564 comprising an area of 86.22 hectares at Wadeville New South Wales.
2. In about 1986 the Plaintiff as owner of the said land formulated and announced that such land was to be the site of a multiple occupancy project to be occupied by twenty eight households.
3. The Plaintiff offered the project for participation by members of the public subject to the following requirements, inter alia,:-
 - (a) Each Household to jointly share in the total liabilities and assests of the Project;
 - (b) The land to be held by a Common Equity Co-Operative and which Body would obtain funds for lending to Households for building materials;
 - (c) Each Household to repay one twenty-eighth share of the value of the land and associated costs together with such amounts as borrowed for building materials



to be repaid at a rate not generally exceeding twenty seven (27%) of household income;

- (d) Each Household to have an average income of not less than \$190.00 per week;
- (e) Initial selection for inclusion in the Project to be subject to acceptance by the Co-operative following a 'live-in' period of not less than three months under licence at a fixed fee.

- 4. The Defendants were included in the selected households for the project.
- 5. In consideration of such the Defendants agreed to the terms and conditions offered by the Plaintiff for inclusion in the Project.
- 6. In about mid-1987 the Plaintiff allowed the Defendants together with others included in the Project into occupation of the said land under the said licence pending implementation and performance of the terms and conditions of the Project.
- 7. It was a term of the said licence that the continuation of occupation was subject to all licensees complying with the terms and conditions of the Project.
- 8. The Defendants, with other Licencees, by their conduct in not complying with the terms and conditions of the Project have thereby repudiated the agreement.
- 9. The Plaintiff has accepted such repudiation and ended the Project.
- 10. In the alternative, by reason of the breaches as aforesaid, the Plaintiff has terminated the Project.
- 11. Further and in any event, by reason of the Defendants' and others breach of the agreement, the Plaintiff has by notice terminated the said licence of the Defendants and others included in the Project.
- 12. The Defendants have neglected to vacate the property at Wadeville in accordance with the direction contained



in the Plaintiff's Notice.

13. Accordingly, the Plaintiff seeks the relief set forth in the Summons filed herein, namely:-

- (a) An order that the Plaintiff be adjudged entitled to possession of the property Lot 2 Stoney Chute Road, Wadeville.
- (b) Judgement for possession.
- (c) An Order granting leave for the issue of a Writ of Possession forthwith.
- (d) Mesne profits.
- (e) Costs.
- (f) Such further or other Orders as the Court deems fit.

TO THE DEFENDANTS:

You are liable to suffer judgement or an order against you unless the prescribed form of notice of your appearance is received in the Registry within fourteen (14) days after service of this Statement of Claim and you comply with the rules of Court relating to your defence.

Plaintiff:	NEW SOUTH WALES LAND AND HOUSING CORPORATION of 23-31 Moore Street, Liverpool NSW 2170 being a body corporate constituted pursuant to the Housing Act 1985.
------------	--

Plaintiff's address for service:	Messrs Edward Moore & Co Solicitors Suite 504, 10 Martin Place Sydney NSW 2000. Tel. 235 3153 DX 792 SYDNEY Fax 235 0003
-------------------------------------	--



T. Hamer

28.12.89

NOTICE OF CLAIM FOR POSSESSION

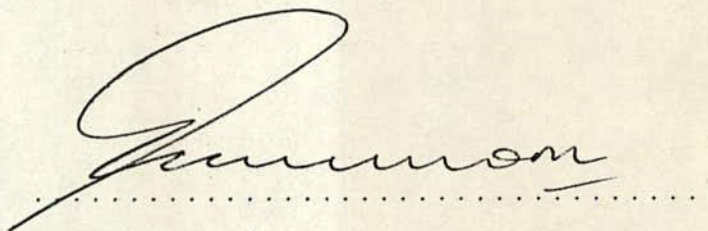
TO: Lot 2 Stoney Shute Road, Wadeville, N. S. W.

In the document served with this notice the plaintiff claims possession of the above land. You are served as the person in occupation of it or of part of it.

You may apply to the Court for an order that you be added as a defendant.

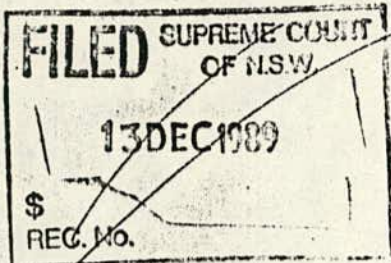
If you do not so apply within ten (10) days after this notice is served upon you you may be evicted from the above land pursuant to a judgment entered in your absence.

Dated 28.12.89



Plaintiff's Solicitor

IN THE SUPREME COURT
OF NEW SOUTH WALES
COMMON LAW DIVISION



No. 14745 of 1989

NEW SOUTH WALES LAND AND
HOUSING CORPORATION

Plaintiff

VYVYAN STOTT
2nd Defendant

SUMMONS

Department of Housing
Legal Branch
23-31 Moore Street
LIVERPOOL NSW 2170

DX 5067 LIVERPOOL

Tel: 821 6712

The Plaintiff will at 10.00 am *on 8 February 1989*
move the court for orders -

1. An Order that the Plaintiff be adjudged entitled to possession of the premises, Lot 2 Stoney Chute Road, Wadeville, New South Wales.
2. Judgement for Possession.
4. An Order granting leave for the issue of Writ of Possession forthwith.
4. Mesne Profits.
5. Costs.
6. Such further or other Orders as the Court deems fit.

To the Defendants, Gordon W. King and Vyvyan Stott of Lot 2 Stoney Chute Road, Wadeville, New South Wales. If there is no attendance before the Court by your Counsel or by your Solicitor at the time and place specified below the proceedings may be heard and you will be liable to suffer judgement or an Order against you in your absence. Before any attendance at that time you must enter an appearance in the Registry.

Time: *8 February 1990 at 10am*

Place: Court Level 7, Supreme Court, Queens Square, Sydney.

Plaintiff: NEW SOUTH WALES LAND AND HOUSING CORPORATION being a body corporate pursuant to the Housing Act, 1985 of 23-31 Moore Street, Liverpool, New South Wales.

IN THE SUPREME COURT OF NEW SOUTH WALES
COMMON LAW DIVISION
SYDNEY REGISTRY

13 DEC 1989

No. 14745 of 1989

NEW SOUTH WALES
LAND AND HOUSING CORPORATION

Plaintiff

On 8th day of December
1989, I Warren Russell C/-
51 Moonee Street, Coffs
Harbour in the State of New
South Wales, Public Servant,
make oath and say:-

GORDON W. KING

First Defendant

VYVYAN STOTT

Second Defendant

AFFIDAVIT

Deponent: *W. Russell*

Sworn: 8.12.89

Department of Housing
23-31 Moore Street
LIVERPOOL NSW 2170
Tel: 821 6780
DX: 5067
FAX: 821 6700

Reference: Legal Branch

BY THEIR CITY AGENT:

Edward Moore & Co.
Suite 504
10 Martin Place
SYDNEY NSW 2000
Tel: 235 3153
DX: 792 SYDNEY
FAX: 235 0003

1. I hold the position of North Coast Regional Manager, with the Plaintiff. In such capacity, I have responsibility for the area in which the property referred to herein is located and have personal knowledge of the matters herein.
2. In October 1985, the Plaintiff acquired 86.22 hectares of land being Lot 2 in Deposited Plan 584564 at Wadeville near Kyogle New South Wales. Annexed hereto and marked "A" and "B" respectively are copies of the folio identifier for the property and a map of the locality.
3. The property was acquired by the Plaintiff for the purpose of providing a multiple dwelling pilot project for twenty eight low income households in a rural locality.
4. The project envisaged that 28 individual homes would be built on land which would be owned communally by the residents. These residents would meet the cost of the project by individual loans.

5017/1

W. Russell

Edward J. P.

5. The Plaintiff experienced difficulty in establishing loan facilities for the proposed residents. As a consequence, it was not until early 1987 that applications for the project were considered.
6. Applicants were permitted to go into interim occupation of the Wadeville property under licence in about mid 1987.
7. In August 1988, the project was terminated without work having commenced. Annexed hereto and marked "C" is a copy of a letter from the Minister for Housing to residents at the Wadeville property. The letter is undated but, to the best of my knowledge and belief, was sent on 11th August 1988.
8. Based on enquiries that I have made, I say the Defendants are the only persons originally selected for the project to remain on the Wadeville property. I say that to the best of my knowledge any other persons residing on the Wadeville property have not been granted permission to do so.
9. The Plaintiff has not requested or accepted any payment by the Defendants or any other person for their occupation of the Wadeville property since issue of the Minister's letter which is Annexure "C" hereto.

THIS IS THE SUBSCRIBING DEED OF WADEVILLE UNDER WHICH THE 1989 DEEDS WERE

Sworn at Coffs Harbour
Before me

X WR X
W. R. W.

X JP X
JP S.P.

5017/3



* ANY THINGS PRECEDING IT IN THE DEEDS MUST BE FIRSTLY
WARNING THE INFORMATION

2/584564

EDITION No. & DATE OF CURRENT CERTIFICATE OF TITLE

28. 9. 1988 Time 9.00AM

13146 FOL 235 IS THE CURRENT CERTIFICATE OF TITLE FOR THIS COMPUTER FOLIO AND SHOULD BE LODGED WITH THE NEXT DEALING

LAND

LOT 2 IN DEPOSITED PLAN 584564
AT WADEVILLE
SHIRE OF TERANIA
PARISH OF JIGGI COUNTY OF ROUS
TITLE DIAGRAM: DP584564

FIRST SCHEDULE

LAND COMMISSION OF NEW SOUTH WALES

(T W38213)

SECOND SCHEDULE

1. LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2. EXCEPTING THE ROAD IN DP584564
3. T128882 ATTENTION IS DIRECTED TO S.8 LAND AGGREGATION TAX MANAGEMENT ACT, 1971

NOTATIONS

UNREGISTERED DEALINGS: NIL

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN THE AFFIDAVIT OF WARREN RUSSELL SWORN THIS THE 8th DAY OF DECEMBER, 1989 BEFORE ME:

JP. *Warren Russell S.P.*

28. 9. 1988

B35

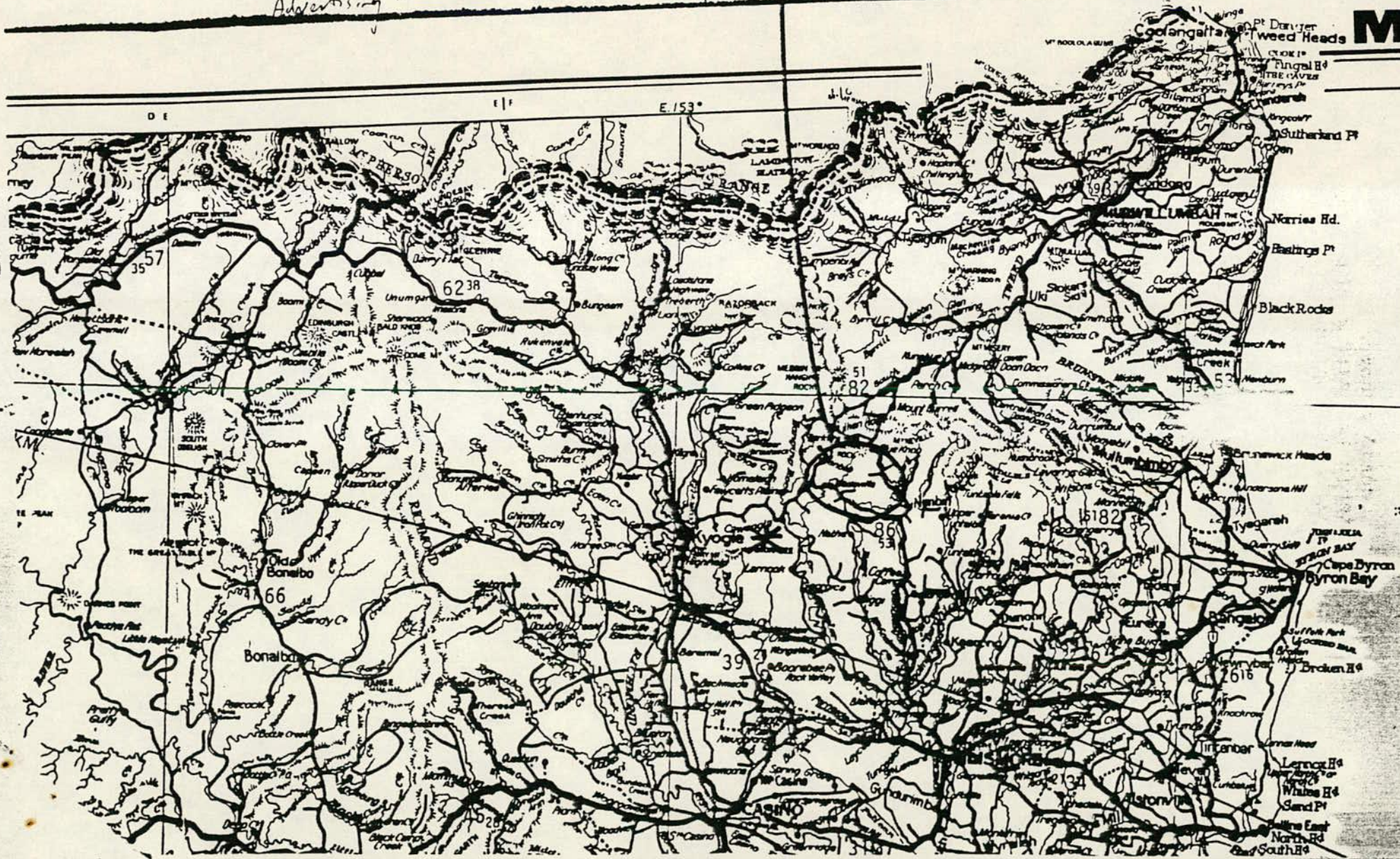


* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER

* Kyogle does not have
any newspaper appearing in
the Guide to N.S.W. Government
Advertising

SUBJECT
LAND

MAP



THIS IS THE ANNEXURE MARKED "B" REFERRED TO IN THE DAY
AFFIDAVIT OF WARREN RUSSELL SWORN THIS THE 5th
OF DECEMBER, 1989 BEFORE ME:

J.P. James S.P.

"C"

59

TWO *Are the Annexures*
THIS AND THE FOLLOWING PAGES MARKED "C" REFERRED TO
IN THE AFFIDAVIT OF WARREN RUSSELL SWORN THIS THE
8th DAY OF DECEMBER, 1989 BEFORE ME:

X *Russell S.P.*

The Residents
Wadeville Multiple Occupancy Project
Lot 2, Stoney Chute Road
WADEVILLE NSW 2480

Dear Residents,

As you are aware, over the last two months I have received numerous representations from members of your community, the Project Co-Ordinator, Mr D. Leggett, and other parties regarding the future of this project.

Individual advices have been received from Robin and Catrina Evans, Hazel Folland, James Hill and Phil Wadick. Advices have also been received from two different groups who have been living on the premises.

It is clear from the contradictory nature of the advice, the favourable and unfavourable comments received regarding the Project Co-Ordinator, and information I have obtained from my own sources, that the community at Wadeville has irreconcilable differences. Households within this community have vastly different aspirations and understandings of the responsibility inherent in this type of project.

The Project Co-Ordinator has advised me that he can no longer continue because of an inadequate working relationship with some people living at Wadeville.

Under all the circumstances, it is clear that no existing group could service the necessary loan which would be required to bring the project to fruition. It is with much regret that I have no choice but to terminate the project.

I am mindful that, as residents, you entered into this project in good faith and that you have persisted in the face of considerable personal hardship and poor living conditions.

Therefore, I am prepared to offer you all immediate access to the Government's subsidised Affordable Home Loans on the basis of the previous loan arrangements agreed to for the project i.e. each resident being eligible for a loan amount equivalent to 221.5 x weekly income.

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These loans will be available to the residents whose names appear on the list attached.

Other conditions applying to the loans will be the same as those which currently apply to Affordable Loans. In this regard, you might note that there is a deposit requirement of 5% of land and house value. 27% of commencing income is required in repayments, repayments will increase by 6% per annum and security for any individual mortgage is to be provided by way of an appropriate title over land and dwelling.

At the earliest practicable opportunity, the Wadeville property will be sold by open tender to the highest bidder.

In order to obtain these loans the community will be required to comply with the following conditions:

- i) Register on the Loan Request List at the nearest Co-Operative Housing Society (i.e. the Northern Rivers Co-Operative Housing Society, 35 Woodlarke Street, Lismore Ph: 066-214498).
- ii) Vacant possession of the Wadeville site being provided to the Department of Housing by no later than 30th September, 1988.
- iii) All equipment, plant and improvements to the Wadeville property purchased with Departmental funds being available in good working order by 30th September, 1988.

I realise that the relocation may cause difficulties for some of you and, in this regard, I suggest you contact the Department of Housing's office at Lismore Ph: 066-219011 which will provide all appropriate advice and assistance.

A copy of my letter to Mr Leggett outlining the above terms is attached for your information.

Yours faithfully,

JOE SCHIPP

JOE SCHIPP
Minister for Housing

2334F

58

SUPREME COURT OF NEW SOUTH WALES
LAW DIVISION
PROPERTY REGISTRY

15th DECEMBER 1985

QUALIFYING HOUSEHOLDS

PLAINTIFF

- *Singles*

- Colin Rickardt ✓
- Hazel Folland
- Gordon and Kate King ✓
- Robin and Catrina Evans ✓
- Sean Alcott and Jodie Robertson ✓
- Phillip and Marilyn Wadick
- Robert Long ✓
- Nick and Jeanette Cranmer ✓
- Debbie Brooks ✓
- Tim Brooks ✓
- Danny Burns ✓
- Skye Summer ✓
- Vivyan Stott ✓
- Gay Reid - *about to have baby*
- Graham Sippo and Phillipa Leader - *gone*
- Max Waite - *gone*
- Steven Jackson - *gone*
- Gerhardt and Louisa Rauenbusch - *gone*
- Dave Jones - *?*
- Dudley and Dianne Leggett

Department of Housing
15-21 Macleay Street
LIVERPOOL NSW 2170
Tel: 021 6760
Fax: 021 6760

Reference: Legal Matter

BY THEIR CITY ATTORNEY

Edward Moore & Co.
Suite 50
10 Martin Place
SYDNEY NSW 2000
Tel: 225 1133
Fax: 225 0003

5017/1

Dup.

IN THE SUPREME COURT OF NEW SOUTH
WALES
COMMON LAW DIVISION
SYDNEY REGISTRY

No. 14745 of 1989

NEW SOUTH WALES LAND
AND HOUSING CORPORATION

Plaintiff

GORDON W. KING

First Defendant

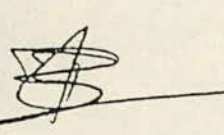
VYVYAN STOTT

Second Defendant

STATEMENT OF CLAIM

filed pursuant to consent
orders made on 8.2.90 by
Prothonotary Whalan

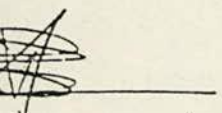
Messrs Edward Moore & Co
Solicitors
Suite 504, 10 Martin Place
SYDNEY NSW
Tel. 235 3153
DX 792 SYDNEY
Fax 235 0003



1. At all material times the Plaintiff was and is the owner of the whole of the land being Lot 2 in Deposited Plan 584564 comprising an area of 86.22 hectares at Wadeville New South Wales.
2. In about 1986 the Plaintiff as owner of the said land formulated and announced that such land was to be the site of a multiple occupancy project to be occupied by twenty eight households.
3. The Plaintiff offered the project for participation by members of the public subject to the following requirements, inter alia,:-
 - (a) Each Household to jointly share in the total liabilities and assests of the Project;
 - (b) The land to be held by a Common Equity Co-Operative and which Body would obtain funds for lending to Households for building materials;
 - (c) Each Household to repay one twenty-eighth share of the value of the land and associated costs together with such amounts as borrowed for building materials

to be repaid at a rate not generally exceeding twenty seven (27%) of household income;

- (d) Each Household to have an average income of not less than \$190.00 per week;
- (e) Initial selection for inclusion in the Project to be subject to acceptance by the Co-operative following a 'live-in' period of not less than three months under licence at a fixed fee.

- 4. The Defendants were included in the selected households for the project.
 - 5. In consideration of such the Defendants agreed to the terms and conditions offered by the Plaintiff for inclusion in the Project.
 - 6. In about mid-1987 the Plaintiff allowed the Defendants together with others included in the Project into occupation of the said land under the said licence pending implementation and performance of the terms and conditions of the Project.
 - 7. It was a term of the said licence that the continuation of occupation was subject to all licensees complying with the terms and conditions of the Project.
 - 8. The Defendants, with other Licencees, by their conduct in not complying with the terms and conditions of the Project have thereby repudiated the agreement.
 - 9. The Plaintiff has accepted such repudiation and ended the Project.
 - 10. In the alternative, by reason of the breaches as aforesaid, the Plaintiff has terminated the Project.
 - 11. Further and in any event, by reason of the Defendants' and others breach of the agreement, the Plaintiff has by notice terminated the said licence of the Defendants and others included in the Project.
 - 12. The Defendants have neglected to vacate the property at Wadeville in accordance with the direction contained
- 

in the Plaintiff's Notice.

13.

Accordingly, the Plaintiff seeks the relief set forth in the Summons filed herein, namely:-

- (a) An order that the Plaintiff be adjudged entitled to possession of the property Lot 2 Stoney Chute Road, Wadeville.
- (b) Judgement for possession.
- (c) An Order granting leave for the issue of a Writ of Possession forthwith.
- (d) Mesne profits.
- (e) Costs.
- (f) Such further or other Orders as the Court deems fit.

TO THE DEFENDANTS:

You are liable to suffer judgement or an order against you unless the prescribed form of notice of your appearance is received in the Registry within fourteen (14) days after service of this Statement of Claim and you comply with the rules of Court relating to your defence.

Plaintiff:

NEW SOUTH WALES LAND AND HOUSING
CORPORATION of 23-31 Moore Street, Liverpool NSW
2170 being a body corporate constituted pursuant to the
Housing Act 1985.

Plaintiff's address
for service:

Messrs Edward Moore & Co
Solicitors
Suite 504, 10 Martin Place
Sydney NSW 2000.
Tel. 235 3153
DX 792 SYDNEY
Fax 235 0003

A handwritten signature, possibly 'A', with a horizontal line extending to the right.

Dup

Our Ref: P9016
Your Ref:2046/dT1

26 February 1990

Edward Moore and Co.,
Solicitors,
DX 792,
SYDNEY

Dear Sirs,

G.W. KING & V. STOTT ATS N.S.W. LAND & HOUSING CORPORATION -
EJECTMENT PROCEEDINGS

We refer to your letter of the 15th February. We have now had an opportunity of discussing the letter and enclosed Points of Claim with our Counsel. Counsel points out that the Order was that this matter proceed by way of Statement of Claim. We accordingly request that the Order be complied with.

Prior to being able to prepare a Defence we require you to provide the following further and better particulars:-

Re Paragraph 2

1. By whom is it alleged it was represented the project to have 28 households?
2. What were the terms of the representation?
3. Was representation oral or written?
4. If written please provide a copy.

Re Paragraph 3.

1. Is it alleged that the First and or Second Defendants entered into a Contract?
2. If the answer to the last question is yes, was the Contract oral or written, and if oral what were its terms and if written please provide a copy.

3. By whom on behalf of the Plaintiff was the Contract entered into?
4. By whom on behalf of the Defendant was the Contract entered into?

Re Paragraph 4

1. When is it alleged the First and Second Defendant were included in the selected households?
2. Who on behalf of the Plaintiff selected the first and/or second Defendants for inclusion?
3. What were the terms and conditions if any of the selection of the First and Second Defendants?

Re Paragraph 5

1. What were the terms and conditions offered by the Plaintiff?
2. Who on behalf of the Plaintiff accepted the Defendants agreement?
3. When was it accepted?
4. Was such acceptance by the Plaintiff oral or written? If oral what were its terms and if written, please provide a copy.
5. What consideration does the Plaintiff rely on in this paragraph?

Re Paragraph 6

1. Who on behalf of the Plaintiff allowed the First Defendant into occupation?
2. Who on behalf of the Plaintiff allowed the Second Defendant into occupation?
3. When was the license entered into?
4. Was the license oral or written?

5. If the license was oral, what were its terms? If it was written, please provide a copy.
6. Who on behalf of the Plaintiff entered into the license agreement?
7. Who on behalf of the First Defendant entered into the license agreement?
8. Who on behalf of the Second Defendant entered into the license agreement?

Re Paragraph 7

1. When was this term determined?
2. By whom was the determination conveyed to the First and Second Defendants?
3. Was such determination and communication oral or written? If oral, what were its terms, and if written, please provide a copy.
4. When was this alleged term included and where was this term concluded?

Re Paragraph 8

1. What conduct of the First Defendant and the Second Defendant did not comply?
2. What were the alleged terms and conditions of the project immediately not complied with?
3. When was the agreement repudiated.
4. Was the repudiation oral or written? If oral please provide its terms, if written, please provide us with a copy.
5. By whom on behalf of the Plaintiff was the repudiation made?

Re Paragraph 9

1. What date did the alleged repudiation occur?
2. How was the repudiation communicated to the First and Second Defendants?

Re Paragraph 10

1. What date did the Plaintiff terminate the project?
2. How has termination occurred?

Re Paragraph 11

1. What breaches are alleged by the First Defendant?
2. What breaches are alleged by the Second Defendant?
3. Please provide copy of the alleged Notice.

On receipt of the above information, we will be in a position to prepare our Defence. We look forward to receipt of the Statement of Claim in due course.

Yours faithfully,
TRENCHES

Housing body bid at Wadeville

In a bid to avert a Supreme Court action, the residents of the site of the axed Wadeville housing project are trying to form a Government-approved housing body.

Building and planning consultants met with the residents at the weekend to prepare a submission to the NSW Department of Housing, in an effort to end the long-running dispute over the future of the 86-ha property west of Nimbin.

The submission will be a proposal to form an 'incorporated community organisation' which then will seek Federal Government funding to set up a low-cost housing project on the property. The plan could involve the property being leased from the State Government.

This latest action by the Wadeville residents — who include a few participants in the original State Government housing project, but mostly are squatters — follows a hearing last week in the Supreme Court.

The Department of Housing has launched the court action in an effort to gain vacant possession of the property, which would then be handed over to its buyer, a North Coast landowner.

The next hearing of the case was expected to be in about six months, Wadeville resident Mr Vyvyan Stott, said.

The Wadeville multiple occupancy pilot project, set up by the Labor State Government in

the mid-1980s, was aimed at helping low-income families form co-operative rural communities.

It was axed by the Coalition State Government in mid-1988, after an adverse report on national television.

The reasons for the project's failure have been hotly disputed by participants.

Some, including the project manager, Mr Dudley Leggett, claimed that 'personality clashes' and 'disruptive people' played a role in its downfall.

Others, including Mr Gordon King, who has stayed on the site with his family, have alleged that the failure of the project was the State Government's fault, and that the guidelines of

the project demanded too much of participants.

Many — including families — were forced to live in temporary shelters on the site for up to two years while efforts were made to gather the 28 compatible households needed before permanent building approvals could be granted.

Mr King said yesterday that if the Wadeville residents gained approval to form a housing body, the court case could be averted and 'the Government would save a lot of time and money'.

The housing body would seek State-administered funding under the Commonwealth's Local Government and Community Housing Program.

Axed project's land 'our birthright': Residents

The flag over the old farmhouse bears the southern cross of the Eureka Stockade, superimposed over the Aboriginal colours of red, yellow and black.

The residents and squatters at the scrapped Wadeville housing project see it as a symbol of their rebellion against 'bureaucracy', the NSW Department of Housing.

Although the flag hangs limply, the people living on the hillside property west of Nimbin insist that their fight is far from over, and claim that morality — if not the law — is on their side.

They have renamed the property Tyamokari (an Aboriginal word meaning 'earth renewal') and claim it is their 'birthright' to live there.

A few of them are original residents — people who came here in 1985 to join an ill-fated Labor State Government experiment in low-cost rural housing.

Exorbitant

But most are what the regional manager of the Department of Housing, Mr Warren Russell, describes as 'blatant squatters'.

Sitting in his temporary shelter made from recycled materials, Mr Tom Upton — who admits that legally, he is 'just a squatter' — explains that this is his solution to the housing crisis.

"Rental housing in the region is non-existent or the rent is exorbitant, and it would take me two or three years on the department's waiting list before I could

get somewhere to live," he says.

"This land is sitting here vacant, and there are plenty of people like me willing to work and build permanent homes out here.

"It's ludicrous that the department can't set up a low-cost housing project here."

His is one of several makeshift homes on the site. People live in tents, a caravan, converted sheds and the farmhouse, and say they dare not build permanent homes because they fear eviction.

They say they have not

been idle since the Wadeville project was axed: Residents have made four water tanks and put up a toilet block; there are vegetable gardens on the property; five residents run a vegetarian restaurant in Lismore.

When the Coalition State Government abandoned the project in mid-1988, most participants left the site, taking up an offer of 'affordable loans' for urban homes.

But a few stayed, convinced they could create a viable multiple occupancy.

Some, including Mr Gordon King, repeatedly have said they would not leave 'until the police drag us out', and have claimed that

eviction would provoke immediate protests — even a blockade of the access track — by people from other multiple occupancies in the district.

The department has sold the property to a North Coast landowner, but Mr Russell said that 'vacant possession' of the land was a condition in the contract.

And the land is far from vacant. About 20 people were dwelling there last week. Mr King estimates that 72 people have lived on the site since the project was abandoned.

"We have helped a lot of homeless people here," he says.



Gordon and Kate King with their home and home-made water tank.



Wadeville — or Tyamokari — residents, from left, Wayne M. O'Connor, claims to provide the dwellings made from recycled materials. Also in the photo are Brigitte Cashka and Gordon King with son Bobby, 4, in the foreground.

Pictures: BRETT WILKS