

COCHRANE

Victor Cochrane

b 21/12/1926 d. 1995/96

Joyce F. Graham

b. 2/7/1928 d. 1992

Peter James Cochrane b. 9/8/52

Colin Robert Cochrane b. 22/10/54

John Victor Cochrane b. 19/3/56(7?)

Photos : D001631, D001821, 1822, 1823, 1824, 1825, 1826

RGIL B. GILL

A.I.C.A., LL.B.

TRISTER AND SOLICITOR

OFFICE TEL. M U 1231

PRIVATE TEL. WIN. 6981

VBG/AN

SECOND FLOOR.

ROYAL EMPIRE HOUSE.

101 QUEEN STREET.

MELBOURNE, C.1

AND AT 15 HUGHENDEN ROAD, EAST ST. KILDA, S.2

.....8th September, 19 49

Mr. V. G. Cochrane, & Miss J. F. Graham,
C/o Mr. C. Graham,
12 Motherwell Street,
HAWKSBURN.

Dear Mr. Cochrane & Miss Graham,

I enclose herewith a copy of the plan which appears on the title to the land you are purchasing from Mr. Howson so that you can check up the measurements and satisfy yourself that you are in fact getting the correct land. You should ~~note~~ that the measurements are in links.

I enclose herewith the Contract of Sale which has been sent to me in the matter and you should satisfy yourself that the price and the deposit are right, bearing in mind that now no consent will be required to your purchase. You will note that there is no provision for you to go on to the land earlier than the 15th December next although in my letter to Messrs. Macpherson & Kelley I said that Mr. Cochrane would like to be able to commence planting as soon as the position was cleared up with respect to the Contract of Sale if that could be arranged. If in fact you require this right and want it specially set out in the Contract you should not sign the Contract in its present form but should get into touch with me to see what can be done on the matter. If on the other hand you are satisfied to have this omitted you can both sign the Contract where I have indicated in pencil and return it to me together with a cheque for £100 made payable to "Macpherson & Kelley". As I understand that Mr. C. Graham may be going away this matter of a cheque should not be overlooked before he leaves. The cheque should also include 1/- exchange as it is payable at Dandenong.

Yours faithfully,

Virgil Gill

VIRGIL B. GILL

A.I.C.A., LL.B.

BARRISTER AND SOLICITOR

OFFICE TEL. M U 1231

PRIVATE TEL. WIN. 6981

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ROYAL EMPIRE HOUSE.

101 QUEEN STREET,
MELBOURNE, C.1

AND AT 15 HUGHENDEN ROAD, EAST ST. KILDA, S.2

VBG/JM

28th October, 1949.

Mr. V. G. Cochrane & Miss J.F. Graham,
C/- Mr. C. Graham,
12 Motherwell Street,
HAWKESBURN. VIC.

Dear Mr. Cochrane & Miss Graham,

You from Howson

I have received answers to my requisitions on title and amongst them it is set out that a Council Drain runs through the Vendor's property but that the Vendor does not know if it will affect the land sold. The answer further sets out that you have seen the drain. I presume that the answer is in fact correct and that you bought knowing the position. If this is not correct and there is any problem about the drain which concerns you please let me know as soon as possible.

Although it is some six weeks before settlement is due it is just as well to get the Transfer on the way particularly as it should be signed by both of you before it goes on to the Vendor in view of what are your own financial arrangements. This raises the question of whether you desire the Transfer to be made to you as joint tenants, in which case the survivor in the event of death becomes entitled to the lot, or whether you want the Transfer to you as tenants in common, in which case each party has an interest which he or she can dispose of by way of Will. I would appreciate your early advice on this point.

Then on the question of the Mortgage I understand that Mr. & Mrs. Graham will be lending you money to finance your purchase. I would like to know as soon as possible the amount which is to be lent on the Mortgage and what is the rate of interest and on what basis repayment is to be made.

Yours faithfully,

Virgil Gill

VIRGIL B. GILL

A.I.C.A., LL.B.

BARRISTER AND SOLICITOR

OFFICE TEL. M U 1231

PRIVATE TEL. W1N. 6981

VEG/MMCK

SECOND FLOOR.

ROYAL EMPIRE HOUSE.

101 QUEEN STREET,
MELBOURNE. C.1

AND AT 15 HUGHENDEN ROAD, EAST ST. KILDA, S.2

22nd December 1949

Mr. V. G. Cochrane & Miss. J.F. Graham,
c/- Miss. J. F. Graham,
12 Motherwell Street,
Hawkeburn S.I.

Dear Mr. Cochrane and Miss. Graham,

re purchase from Howson

I am enclosing herewith a Statement showing how the adjustments of rates and taxes were made and at the foot thereof a further statement showing that the net balance payable by you to the Vendor was £2700.2.6. In addition to this the Vendor's Solicitors required payment of £1.7.- exchange on cheques, as the Contract provided for payment free of exchange at Dandenong, which made the full amount payable at settlement to be £2701.9. 6.

This amount was provided by two Bank Cheques one from the E.S. & A. Bank Cheltenham for £901. 9. 6 and the other from the Commercial Bank Prahran for £1800, being the amount of Mr. G. Graham's Mortgage.

I also enclose State Land Tax Notice which should be signed by both of you. Your signatures can be witnessed by Mr. C. Graham, and then the document should be returned to me as soon as possible so that it can be lodged in the State Land Tax Office.

As this will complete the matter I am enclosing herewith memo of my costs.

Yours faithfully,

Virgil Gill

VICTOR G. COCHRANE AND JOYCE F. GRAHAM FROM DONALD D. HOWSON .

STATEMENT OF ADJUSTMENTS AS AT 15/12/1949

	VENDOR ALLOWS	PURCHASERS ALLOWS
<u>SHIRE OF DANDENONG RATES £6/17/ 6 paid to</u> <u>30/9/1949</u>		
Current Rate not yet struck	1. 8. 6	
Vendor allows 76 days		
 <u>STATE RIVERS & WATER SUPPLY COMMISSION</u> <u>RATES £1/17/6 unpaid year ending 30/6/50</u>		
Vendor allows 168 days	17. 3	
 <u>STATE LAND TAX</u> Non taxable to 31/12/49		
<u>FEDERAL LAND TAX</u> No notice of liability		
Fire Insurance Policy No. F8696 in Federation Company for £600.		
Premium £3/-/- paid to 5/10/1950		2. 8. 3
Purchasers allow 294 days		
	£2. 8. 3	£2. 8. 3
Purchasers pay difference	2. 6	
	£2. 8. 3	£2. 8. 3
 Full Purchase Price		£800. - - -
Less Deposit		100. - - -
		£700. - - -
Add adjustments as above		2. 6
Net Balance payable by Purchasers		£700. 2. 6

VIRGIL B. GILL

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MELBOURNE, C.1

AND AT 15 HUGHENDEN ROAD, EAST ST. KILDA, S.2

22nd December 1949

Mr. V. G. Cochrane & Miss. J.F. Graham,
c/- Miss. J.F. Graham,
12 Motherwell Street,
Hawkesburn E.2.

Dr to VIRGIL B. GILL
you from Howson

To my costs of and incidental to the Contract of Sale
herein as per amended Supreme Court Order Reference Nos.
226 and 227 £5. - . - .

To my costs of and incidental to the transfer herein
as per amended Supreme Court Order Reference No. 22.
£18.18. - .

To my costs of and incidental to the Mortgage to Mr.
Cochrane as per amended Supreme Court Order Reference
No. 70: £15.15. - less allowance of half - £7.17. 6.

To my costs of and incidental to discussions with
Mr. Keith Wilson and Mr. C. Graham regarding Partnership
and financial arrangements and attending to registrat-
ion of the business name of "V.G. Cochrane & Co." £ 31.10. - .

DISBURSEMENTS .

Search Fee	2. 6	
Certificates for Rates and Taxes	4. 6	
Business Names Registration	6. -	
Stamp Duty on Transfer	22. 8. -	
Lodging Fee on Transfer	1. 2. 6	
New Certificate of Title	1. 5. -	
Lodging Fee on Stock	12. 6	
	<hr/>	
	£26. 1. -	31.10. -
		<hr/>
		26. 1. -
		<hr/>
		£57.11. -

Virgil Gill

VICTOR C. COCHRANE AND JOYCE F. GRAHAM FROM DONALD D. HEILSON .

STATEMENT OF ADJUSTMENTS AS AT 15/12/1949

	VENDOR ALLOWS	PURCHASERS ALLOWS
<u>SHIRE OF DANDENONG RATES</u> £6/17/ 6 paid to 30/6/1949 Current Rate not yet struck Vendor allows 76 days	1. 8. 6	
<u>STATE RIVERS & WATER SUPPLY COMMISSION RATES</u> £1/17/6 unpaid year ending 30/6/50 Vendor allows 168 days	17. 3	
<u>STATE LAND TAX</u> Non taxable to 31/12/49		
<u>FEDERAL LAND TAX</u> No notice of liability		
<u>FIRE INSURANCE</u> Policy No. F8696 in Federation Company for £200. Premium £3/-/- paid to 5/10/1950 Purchasers allow 294 days		2. 8. 3
	20. 8. 3	22. 8. 3
Purchasers pay difference		2. 0. 0
	20. 8. 3	20. 8. 3
Full Purchase Price	2800. -- --	
Less Deposit	100. -- --	
	2700. -- --	
Add adjustments as above	2. 8. 3	
Net Balance payable by Purchasers	2700. 8. 3	

Received 13/5/2010
 Courtesy of Colin Cochrane of
 16' Colin Court Dingley Village

VIRGIL B. GILL
A.A.S.A., LL.B.
BARRISTER & SOLICITOR

OFFICE TEL. M U 1281
PRIVATE TEL. L B 3981

VBG/MM.

SECOND FLOOR,
ROYAL EMPIRE HOUSE,
101 QUEEN STREET,
MELBOURNE. C.1
AND AT 15 HUGHENDEN ROAD, EAST ST. KILDA, S.15

14th April 1954. 195

Mr. & Mrs. V.G. Cochrane,
Centre Dandenong Road,
DINGLEY

Dear Mr. & Mrs. Cochrane,

RE: PURCHASE FROM KENT

I have received a Contract of Sale from the Solicitors for Arthur Francis Bennet Kent and Eva Florence Kent, which contract I enclose herewith.

You will note that the Contract is with Victor George Cochrane only as Purchaser, whereas my instructions were that Joyce Frances Cochrane was also a Purchaser.

The Contract provides for a purchase price of £375 per acre, as advised me, and it refers to a Plan endorsed on the Contract, but you will note the Solicitors pencil advice that the Plan will be supplied as soon as possible. In this latter respect I was advised in a covering letter that the land was at present being surveyed and that an Application would be made to the Council for Consent, to be subdivided as soon as possible.

I do not like the expression at the end of the first page "subject to any existing easements" as I think that you ~~are~~ should only buy "subject to any registered easements."

The provisions with respect to the payment of the purchase price are not unreasonable except that I would like provision for say seven days advice that the Consent had been obtained before the balance of purchase money had to be paid.

You will note that printed condition 6. required you to assume liability for complying with Notices or Orders affecting the property on and after the date of the Contract, and you will also note that the typed Condition 10. makes it clear that the Sale is subject to the Consent of the relevant Council to the subdivision of the land. On the latter point I should advise you that it could take two or three months before such Consent is given.

However there is one thing⁶ which no reference is made in the Contract and that was the question of the right to bring water piping across the land. On this latter point I would be glad to have full particulars as to exactly what has been agreed upon.

A search of the Title has shown that the Vendors are registered as proprietors of the land now ^{mentioned} in the Title mentioned in the Contract, but that quite a fair portion in the south eastern corner
R. T.

VIRGIL B. GILL

A.A.S.A., LL.B.

BARRISTER & SOLICITOR

VBG/PW.

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ROYAL EMPIRE HOUSE,

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MELBOURNE, C.1

AND AT 15 HUGHENDEN ROAD, EAST ST. KILDA, S.16

27th August, 1954. 195

Mr. & Mrs. V.G. Cochrane,
Centre Dandenong Road,
DINGLEY.

Dear Mr. & Mrs. Cochrane,

YOU FROM KENT.

I am enclosing herewith Transfer in this matter on which I have indicated in pencil where both of you should sign. Your signatures should be witnessed by a Justice of the Peace or a Bank Manager. I would be glad to have the Transfer executed and returned to me at your earliest convenience.

The area shown on the survey plan is 2 acres 1 rood and 37 perches and at the price of £375 per acre I computed the full purchase price to be £930/9/3 as set out in the Transfer. This figure has been agreed with by the Solicitors for the Vendors. When you are returning the Transfer I would be glad if you would let me have your cheque for £925/-/- to cover the £915/9/3 balance of purchase money itself and for any adjustment of Rates and Taxes which have to be made on the settlement.

VBG
If you consider that there should be a separate reading of the meter for water consumption please let me know this by return so that I can immediately make an Application to the Board of Works and pay ~~this~~ fee for such reading. If the land is used for market gardening purposes it is most probable that the consumption would be heavy and greater than the fixed allowance based on the annual rate charged on the property, but if there is no market garden being carried on up the property the problem is rather the other way around so that the annual rate should allow for a water consumption which is not likely to have been exceeded.

Yours faithfully,

Virgil Gill

VIRGIL B. GILL

A.B.S.A., LL.B.

BARRISTER & SOLICITOR VBG/PW.

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PRIVATE TEL. L B 3981

SECOND FLOOR,

ROYAL EMPIRE HOUSE,

101 QUEEN STREET,

MELBOURNE, C.1

AND AT 15 HUGHENDEN ROAD, EAST ST. KILDA, S.16

27th August, 1954..195

Mr. & Mrs. V.W. Cochrane,
Centre Dandenong Road,
DINGLEY.

Dear Mr. & Mrs. Cochrane,
YOU FROM KENT.

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Yours faithfully,

Virgil Gill

COCHRANE
Colin.

Irene Graham Colin (Pop) Graham
d. 1991 b. 1900 d. 1970

Jean Cochrane
d. 1974

Edward Victor Cochrane
b. d. 77

Victor Francis
21/12/26 d. 1995/96. 2/7/28 d. 1992

(2 in display)

Peter James Colin Robert John Victor
~~9/8/52~~ 9/8/52 22/10/54 19/3/56/7

Dave + Leanne (m. Wilkinson) Victoria Mary Mitchell Joh -

Chelsea
dine sug.

Angeline ^{Juanita} ~~Kane~~ Hornidge
Rory Kane Hornidge