mese are only copies of the agreement ( without place reperted to history & " I with chilson) From Asi gletter from Tremble Hamilton 8/4/1955 I would seem that in 1975 helb/5 had the original I that between the Wilson Temple Cours to cheen with a copy return beginned to grundle + Hamilton agreement with Propel Lusurance where wornor enember mul 11/6/75 Duel 13/10/62 apparently Trumble & Hamilton for Temple Court Low Mallem Ssewar Slawell & Markwell. Im Welacharn for Royal Insurance

TRUMBLE & HAMILTON SOLICITORS, &c.

TELEPHONE CENTRAL 6601

Yorkshire House, 20 Queen Street.

Melbourne, 8th April, 192 5.

BRANCH OFFICES AT DROUIN AND BUNYIP

The Building Surveyor, Town Hall, MELBOURNE.

Dear Sir,

"Temple Court"

Referring to our recent interview with your Mr. Kemp we now forward herewith original agreement between Temple Court Limited and C. V. Robertson & anr. relative to Licence to open windows in "Temple Court" overlooking Bank House. We also forward copy of the above agreement and would be glad if you would return the original when same has been checked with the copy. You will note that no plan is annexed to this Agreement as was the case with the Agreement with C. W. Wilson which we handed you recently as in this case the Solicitors for Messrs. Robertson preferred not to have the Plan. We enclose however a Plan showing the windows which will be affected by the Agreement and also the windows overlooking the Royal Insurance Company's building the agreement for which will be forwarded shortly.

We will forward you copy of Agreement with C. W. Wilson and relative plan at the earliest opportunity and would then be glad to receive the originals back.

Yours truly,

- Toutle + Hamilton

ENCS.

AN AGREEMENT made the eleventh day of June One thousand nine hundred and twenty-five B e t w e e n THE ROYAL INSURANCE COMPANY LIMITED whose registered office is at 414 Collins Street Melbourne in the State of Victoria (hereinafter called "the adjoining owner") of the one part A n d TEMPLE COURT LIMITED whose registered office is situate at 393-5 Flinders Lane Melbourne (hereinafter called "the Building Owner") of the other part WHEREAS the adjoining owner is the owner of ALL THAT piece of land being part of Crown Allotment Five Section Fourteen City of Melbourne Parish of North Melbourne County of Bourke particularly described in Certificate of Title entered in the Register Book Volume 2732 Folio 546254 AND WHEREAS the Building Owner is the owner of ALL THAT piece of land situated in the City of Melbourne Parish of North Melbourne County of Bourke Allotment Four Section Fourteen bounded on the South by Collins Street North Sixty-two degrees East One hundred links On the East by number Five Allotment North twenty-eight degrees West Four hundred and seventy-five links On the North by a road Fifty links wide Sounty Sixty-two degrees West One hundred links and on the West by Number Three Allotment South twenty-eight degrees East Four hundred and seventy-five links which adjoins the said land of the adjoining owner on the Western side thereof AND WHEREAS the Building owner is now erecting on its said land a building having in the Eastern Wall thereof certain windows and apertures in the positions, and of the dimensions and nature shewn on the drawing annexed hereto and marked "A" which overlook the said land of the adjoining owner and the building erected thereon AND WHEREAS it has been agreed between the said parties that in consideration of the adjoining owner abstaining from obstructing or interrupting the access of light and air to the said windows and apertures the Building Owner shall pay to the adjoining owner the yearly sum hereinafter mentioned as such acknowledgment as is hereinafter expressed subject to the provisions hereinafter contained NOW IT IS HEREBY AGREED as follows:-

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1. THE adjoining owner shall abstain from obstructing or interfering with the free access and enjoyment of light and air over his said land and building to and for the said windows and apertures so long as this Agreement shall continue in force.

- 2. THE Building Owner hereby covenants to pay to the Adjoining owner the sum of One shilling per annum on the first day of January in each year (if demanded) as an acknowledgment that its enjoyment of the access of light and air is not as of right but by permission of the Adjoining owner only PROVIDED ALWAYS that the failure of the Adjoining Owner to demand or of the Building Owner to make such payment from time to time hereafter shall not operate to the prejudice of the Adjoining Owner or be deemed to be an admission on its part that the said light and air is being enjoyed or has been enjoyed otherwise than by its permission under this Agreement.
- 7. THIS Agreement shall remain in force until determined by notice in writing to that effect given by the Adjoining Owner to the Building Owner or by the Building Owner to the Adjoining Owner specifying a date for such determination not less than three months after the date of such notice.
- 4. IN the interpretation of these presents the expression

  "Adjoining Owner" shall where the context so admits be deemed to

  mean and include the said The Royal Insurance Company Limited its
  successors and assigns and the expression "Building Owner" shall
  where the context so admits be deemed to mean and include the
  said Temple Court Limited its successors and assigns

IN WITNESS whereof the said parties hereto have executed these presents the day and year first hereinbefore written.

EXECUTED by THE ROYAL INSURANCE COMPANY
LIMITED by its Attorney George Henderson

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Turton in the presence of Jackam in Solvense

Royal Insurance Company Lituried by it's actomery (

THE COMMON SEAL of TEMPLE COURT LIMITED

was hereto affixed in the presence of -

day of Phil THIS AGREEMENT made the One thousand nine hundred and twenty five Between CHARLES both of VICTOR ROBERTSON and HAROLD JOHN ROBERT ROBERTSON Collins Street Melbourne in the State of Victoria Accountants (hereinafter called "the Adjoining Owners") of the one part A n d TEMPLE COURT LIMITED a company incorporated in Victoria under the Companies Act 1915 the registered office of which is situate at 393-5 Flinders Lane Melbourne (hereinafter called "the Building Owner") of the other part WHEREAS the Adjoining Owners are registered or entitled to be registered under the Transfer of Land Act 1915 as the proprietors of an estate in fee simple in ALL THAT piece of land being part of Crown Allotments Five and Six Section Fourteen City of Melbourne Parish of North Melbourne County of Bourke and being the land more particularly described by Certificate of Title Volume 2964 Folio 592661 AND WHEREAS the Building Owner is the owner of ALL THAT piece of land situated in the City of Melbourne Parish of North Melbourne County of Bourke Allotment Four of Section Fourteen bounded on the South by Collins Street North Sixty two degrees East One hundred links on the East by Number Five Allotment North Twentyeight degrees West Four hundred and seventy five links on the North by a road Fifty links wide South Sixty two degrees West One hundred links and on the West by Number three Allotment South Twenty-eight degrees East Four hundred and seventy five links upon which the Building Owner is now erecting or about to erect a building having and/or to have certain windows and apertures overlooking and/or to overlook the building at present erected on the said land of the Adjoining Owners and/or enjoying or to enjoy the access and transmission of air over the said building AND WHEREAS the Adjoining Owners threaten to erect a screen upon the said building erected on their said land for the purpose of obstructing the access of light and air to the said windows or apertures or any of them so as to prevent the acquisition of any prescriptive right to light or air in respect

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of such windows or any of them AND WHEREAS it has been agreed between the said parties that in consideration of the Adjoining Owners abstaining from erecting the said screen and abstaining from obstructing or interrupting the enjoyment of the access of light or air to the said windows as hereinafter mentioned the Building Owner shall pay to the Adjoining Owners the yearly sum hereinafter mentioned as such acknowledgment as is hereinafter expressed subject to the provisions hereinafter contained NOW IT IS HEREBY AGREED as follows:

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ordinal man or

- 1. THE Adjoining Owners shall abstain from obstructing or interfering with the free access and enjoyment of light or air over their said building to and for the said windows or apertures so long only as this Agreement shall continue in force.
- Adjoining Owners during the continuance of this Agreement the sum of One shilling per annum on the first day of January in each year (if demanded) as an acknowledgment by the Building Owner that its enjoyment of all or any access of light or air over the said building of the Adjoining Owners to all or any of the said windows or apertures is not enjoyed by the Building Owner as of right but by permission of the Adjoining Owners only. PROVIDED ALWAYS that the failure of the Adjoining Owners to demand or of the Building Owner to make such payment from time to time hereafter shall not operate to the prejudice of the Adjoining Owners or be deemed to be an admission on their part that the said light or air is being enjoyed or has been enjoyed by the Building Owner otherwise than by the permission of the Adjoining Owners under this Agreement.
- THIS Agreement may be determined at any time by notice in writing to that effect given by the Adjoining Owners to the Building Owner or by the Building Owner to the Adjoining Owners specifying a date for such determination not less than three months after the date of such notice and shall remain in force only until so determined.

4. NOTHING in this Agreement contained shall in any way effect restrict or interfere with the light and/or air easement agreed to be granted by the Adjoining Owners to the Building Owner over the existing light well on the Adjoining Owners' land.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first before written.

SIGNED SEALED AND DELIVERED by the said CHARLES VICTOR ROBERTSON and HAROLD JOHN ROBERT ROBERTSON in the

E.V. Robertson H.J. R. Robertson

as

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THE COMMON SEAL of TEMPLE COURT

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Directors.

Secretary.

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## MESSRS. C. V. & H.J.R.ROBERTSON

- w i t h -

TEMPLE COURT LIMITED.

AGREEMENT.

TRUMBLE & HAMILTON,
Solicitors,
20 Queen Street,
MELBOURNE.

AN AGREEMENT is made the second day of april One thousand nine hundred and twenty five Between CHARLES WALKER WILSON of Scott's Hotel Collins Street Melbourne in the State of Victoria Civil Engineer (hereinafter called "the adjoining owner") of the one part A n d TEMPLE COURT LIMITED a company incorporated in Victoria under the Companies Act 1915 the registered office of which is situate at 393-5 Flinders Lane Melbourne (hereinafter called "the Building Owner") of the other part WHEREAS the adjoining owner is the owner of All that piece of land situated in the City of Melbourne Parish of North Melbourne County of Bourke and being part of Allotment Number three of Section number Fourteen commencing at the South East corner of the said Allotment Three in a line running Northerly One hundred and forty eight feet two and a half inches and bounded on or towards the East by part of Allotment Number Four of the said Section then in a line running Westerly Sixty six feet six inches and bounded on or towards the North by other part of said allotment Number Three then in a line running Southerly One hundred and fifty feet one inch and bounded on or towards the West by part of Allotment Number Two of said Section then in a line running Easterly home to the commencing point Sixty six feet and bounded on or towards the South by Collins Street AND WHEREAS the Building Owner is the owner of ALL THAT piece of land situated in the City of Melbourne Parish of North Melbourne County of Bourke Allotment Four of Section Fourteen bounded on the South by Collins Street North Sixty two degrees East One hundred links on the East by Number Five allotment North twenty-eight degrees West Four hundred and seventy five links on the North by a road fifty links wide South Sixty two degrees West One hundred links and on the West by Number three allotment South Twenty eight degrees East Four hundred and seventy five links upon which the Building Owner is now erecting a building having certain windows and apertures on the boundary between the said land and the land of the adjoining owner in the positions of the dimensions and of the nature shown on the drawing annexed hereto and marked "A" overlook the said land of the adjoining owner and the building

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erected thereon AND WHEREAS the adjoining owner threatens to erect a screen upon the building erected on his said land for the purpose of obstructing the access of light and air to the said windows in order to prevent the acquisition of a prescriptive right to air if any in respect of such windows AND WHEREAS it has been agreed between the said parties that in consideration of the adjoining owner abstaining from erecting the said screen and abstaining from obstructing or interrupting the enjoyment of the access of light and air in respect of the said windows the Building Owner shall pay to the adjoining owner the yearly sum hereinafter mentioned as such acknowledgment as is hereinafter expressed subject to the provisions hereinafter contained NOW IT IS HEREBY AGREED as follows:-

- 1. THE adjoining owner shall abstain from obstructing or interfering with the free access and enjoyment of light and air over his said land and building to and for the said windows and apertures so long as this Agreement shall continue in force.
- adjoining owner the sum of One shilling per annum on the first day of January in each year (if demanded) as an acknowledgment that its enjoyment of the access of light and air is not as of right but by permission of the adjoining owner only. PROVIDED ALWAYS that the failure of the adjoining owner to demand or of the Building Owner to make such payment from time to time hereafter shall not operate to the prejudice of the adjoining owner or be deemed to be an admission on his part that the said light and air is being enjoyed or has been enjoyed otherwise than by his permission under this agreement.
- THIS Agreement shall remain in force until determined by notice in writing to that effect given by the adjoining owner to the Building Owner or by the Building Owner to the Adjoining Owner specifying a date for such determination not less than three months after the date of such notice.
  - 4. IN the interpretation of these presents the expression "Adjoining Owner" shall where the context so admits be deemed to "

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day of them.

MARIE BARRE

mean and include the said Charles Walker Wilson his executors administrators and transferees and the expression "Building Owner" shall where the context so admits be deemed to mean and include the said Temple Court Limited its successors and assigns.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first before written.

& Wilson

SIGNED SEALED AND DELIVERED by the said)

CHARLES WALKER WILSON in the presence

of -

George & Marphy

blerk to Malleson, Hewart, Hawell, Nankivell Lolicitors Welbowrne

THE COMMON SEAL of TEMPLE COURT LIMITED)

was hereto affixed in the presence of - )

Directors.

Secretary.

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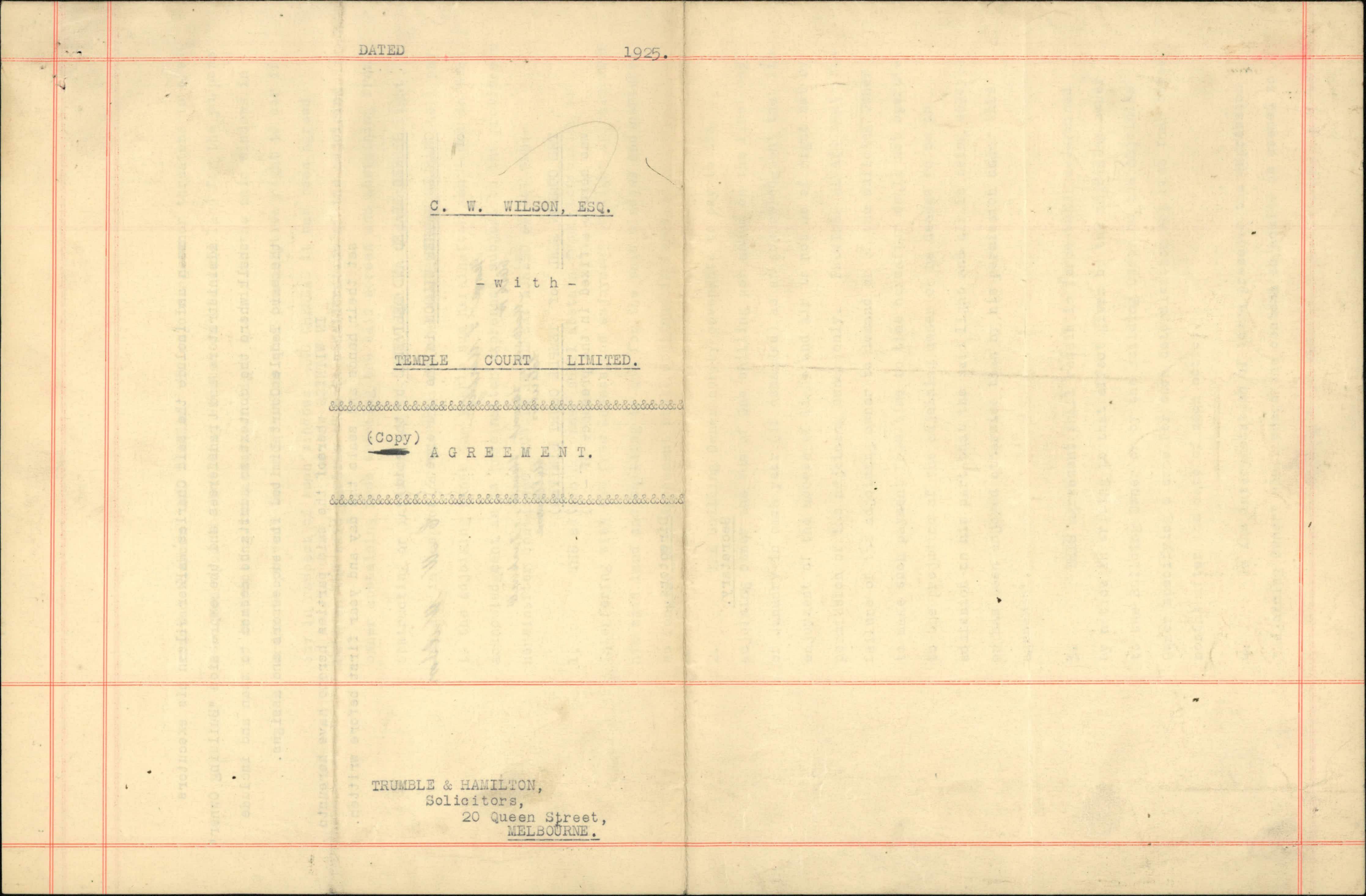
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THIS INDENTURE made the day of

One thousand nine hundred and twenty four Between TEMPLE

COURT LIMITED (a company incorporated under the Companies Act 1915 of Victoria) the registered office of which is situate at

Street Melbourne (hereinafter called "the Building Owner") of the first part LAURA IONE LILLIAS SCOTT HURST of

in the State of New South Wales Widow

JAMES WARDEN of

in the State of

New South Wales

and ALEXANDER WARDEN of

in the State of New South Wales (herein-

after called "the Mortgagees") of the second part and CHARLES VICTOR ROBERTSON and HAROLD JOHN ROBERT ROBERTSON both of Collins Street Melbourne in the State of Victoria Accountants (hereinafter called "the adjoining owners") of the third part WHEREAS the Building Owner is seised in fee simple in possession subject to the Mortgage hereinafter mentioned and the principal money and interest thereby secured but free from all other encumbrances in ALL THAT piece of land delineated and colored red and red hatched on the annexed hereto and marked "A" situated in the City of Melbourne Parish of North Melbourne County of Bourke Allotment Four of Se Fourteen bounded on the South by Collins Street N62° E 100 linksn the East by No. 5 Allotment N28° W 475 links on the North by a rd of 50 links wide S62° W 100 links and on the West by No. 3 All S 28° E 475 links upon which piece of land the Building Owner erecting or about to erect a building upon the part thereof sh upon the said map and thereon colored red (exclusive of certain of the said land reserved for light areas on the boundaries of said land but not adjoining the land of which the adjoining registered proprietor as hereinafter mentioned) having w apertures overlooking and/or to overlook the said land hatched and the land colored blue hatched on the said m WHEREAS by, an Indenture dated the day of thousand nine hundred and twenty four and made betwee Owner of the one part and the Mortgagees of the othe

hereditaments hereinbefore described were demised u

use of the Mortgagees by way of Mortgage to secure the principal and interest moneys therein mentioned AND WHEREAS the adjoining owners are registered or entitled to be registered under the Transfer of Land Act 1915 as the proprietors of an estate in fee simple in ALL THAT piece of land delineated and colored blue and blue hatched on the said map being part of Crown Allotments 5 and 6 Section 14 City of Melbourne Parish of North Melbourne County of Bourke and being part of the land more particularly described by Certificate of Title Volume 2964 Folio 592661 AND WHEREAS the adjoining owners are now carrying out structural alterations to the existing building erected on the said land so as to provide an area for access of light and air over the land delineated on the said map and thereon colored blue hatched to the windows and apertures overlooking and/or to overlook the said land colored blue hatched and the said land colored red hatched on the said map AND WHEREAS for their mutual advantage and the convenient enjoyment of their said respective properties the Building Owner and the Adjoining Owners have agreed to grant to each other such perpetual rights of light and air as are hereinafter expressed to be granted and the Mortgagees have at the request of the Building Owner consented to such arrangement and have agreed to join herein in manner hereinafter appearing NOW THIS INDENTURE WITNESSETH as follows:-

1. IN pursuance of the said Agreement and in consideration of the grant on the part of the Adjoining Owners hereinafter contained the Mortgagees as Mortgagees and by the direction of the Building Owner hereby grant and the Building Owner as beneficial owner hereby grants and confirms unto the adjoining owners their heirs executors administrators and transferrees in fee simple full and free right and privilege to the access transmission and enjoyment of light and air over and across the said land of the Building Owner colored red hatched on the said map above the height of feet above the ground level of Collins Street at the South Eastern corner of the said land colored red on the said map to all the windows and apertures at present existing or which may at any time hereafter exist in the building now erected on the said land colored blue and/or

to all windows and apertures of any addition or additions or alterations to the said building or of any future building that may at any time hereafter be erected on the said land colored blue without any obstruction or interruption caused by or consequent upon the erection raising making or suffering to stand of any building structure or thing whatsoever other than the said building now being erected or in course of erection by the Building Owner or any future building erected on the same foundations thereof and of an elevation permitted by the Building Regulations for the time being in force in the City of Melbourne upon the said land of the Building Owner or any part thereof TO HOLD the said right privilege or easement of light and air hereby granted unto and to the use of the adjoining Owners their heirs executors administrators and transferrees for ever in fee simple.

- THE Building Owner for itself its successors and assigns and 2. the Mortgagees for themselves their heirs executors administrators and assigns hereby covenant and agree with the Adjoining Owners their heirs executors administrators and transferrees that they the Building Owner its successors and assigns and the Mortgagees their heirs executors administrators and assigns will at any time hereafter at the request of the Adjoining Owners their heirs executors administrators and transferrees do and execute all such further acts deeds instruments and things as may be necessary to enable the Adjoining Owners their heirs executors administrators and transferrees to procure the registration under the Transfer of Land Act 1915 as well as under the Real Property Act 1915 of the Easement hereby created in favor of the Adjoining Owners and the notation of such easement on the Certificate of Title to issue to the Building Owner in respect of the said land colored red and red hatched on the said map.
- of the grant on the part of the Mortgagees and of the grant and confirmation on the part of the Building Owner hereinbefore contained the adjoining Owners hereby covenant to grant to the Mortgagees their

heirs and assigns and the Building Owner its successors and assigns by an Instrument under the Transfer of Land Act 1915 to be executed when called upon full and free right and privilege to the access transmission and enjoyment of light and air over and across the said land of the adjoining Owners colored blue hatched on the said map above the height of feet above the ground level of Collins Street at the South Eastern Corner of the said land colored red on the said map to all the windows and apertures at present or which may at any time hereafter exist in the building now in course of erection on the said land colored red and/or to all windows and apertures of any addition or additions or alterations to the said building or of any future building that may at any time hereafter be erected on the said land colored red without any obstruction or interruption caused by or consequent upon the erection raising making or suffering to stand of any building structure or thing whatsoever other than the said building now being structurally altered by the Adjoining Owners or any future building erected on the same foundations thereof and of an elevation permitted by the Building Regulations for the time being in force in the City of Melbourne upon the said land of the Adjoining Owners or any part thereof HOLD the said right privilege or easement of light and air hereby granted unto and to the use of the Mortgagees their heirs and assigns and the Building Owner its successors and assigns for their respective interests in the land coloned red on the said map.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first before written.

THE COMMON SEAL of TEMPLE COURT LIMITED )
was hereto affixed in the presence of -

Directors

Secretary.

SIGNED SEALED AND DELIVERED by the said )
LAURA IONE LILLIAS SCOTT HURST in the pres)
ence of -

SIGNED SEALED AND DELIVERED by the said )

JAMES WARDEN in the presence of - )

SIGNED SEALED AND DELIVERED by the said,)
ALEXANDER WARDEN in the presence of - )

SIGNED SEALED AND DELIVERED by the said )

CHARLES VICTOR ROBERTSON and HAROLD )

JOHN ROBERT ROBERTSON in the presence of)

Chancery Lane 100 Collins Street TEMPLE COURT LIMITED 1st part

MRS.L.I.L.S.HURST & ORS.2nd part

C.V.ROBERTSON & ANR. 3rd part

AGREEMENT.

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TRUMBLE & HAMILTON,
Solicitors,
20 Queen Street,
MELBOURNE.

Building Surveyor.

## City Engineer's Office, Town Hall,

Melbourne, 15- 12-1923 Memo. In Kemp Appr 5-826 The correct alignments should be as shown on & Betek Rerewith Existing measurements are in parentheses P ... D. DO: KERB Brick & KERB

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In Morton Temple Court - Collins et Think permission could te gnew to go on with some The footing pending checking the plans but they Reyns. Most of the cale have have been checked. Nor Chult, shaftaman, has but in some good nork in getting through the calculations so soon. Holows le has norked sery hard at them ). It should be decided with this office what froting one loke gone on with. the footing selected being hore which are hat likely whe affected by any requirements of building legus

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## THE REINFORCED CONCRETE & MONIER PIPE CONSTRUCTION Co. Propy. Ltd.

REGISTERED OFFICE: COLLINS HOUSE, 360-366 COLLINS STREET

J. GIBSON, MANAGING DIRECTOR
P. T. FAIRWAY, C.E., SUPERINTENDING ENGINEER
TELEPHONE 1212

Melbourne, 19th February 1924

The City Engineer,

Town Hall,

Melbourne

FRICE SELECTION OF REAL PROPERTY AND BUILDING REVERS 20.11.12.1.12.1

Dear Sir,

## Re Temple Court - Collins Street

We understand that all the computations both for Reinforced Concrete and Structural Steel in connection with above, have now been completely checked and approved, but that the checking of the Architectural requirements has not yet been finalised.

We have quite a number of holes excavated for the foundations and it will greatly facilitate our operations if you will permit us to fill a few of these with concrete, especially those that cannot be affected by any alterations to light courts &c.

Some of these holes are very large, consequently your permission to fill a few of them would keep us busily employed for some time.

Trusting you can see your way to grant us this concession, We are,

Le Kemps 20/2/21 Yours faithfully a Monier Pur construction Ob. PROPY. LD. Per. Managing Director. Ba.5836.

The Reinforced Concrete & Monier Pije Constn. Co., 360 Collins Street, MELBOURNE.

Gentlemen,

With reference to your letter of the 19th inst. regarding the erection of premises in Temple Court, Collins Street, Melbourne, I have to state that permission is hereby given to proceed with some of the footings, pending checking of the plans with the Building Regulations. Before any work is commenced, however, the matter of what footings are to be gone on with must be taken up with Mr. Kemp: the footings selected being those which are not likely to be affected by any requirements of the Building Regulations.

Yours faithfully.

(Sgd) A.E. Morton

22nd February, 1924.

Building Surveyor.

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