



6. THE identity of the property with that comprised in the muniments offered as the Title thereto upon the evidence afforded by the descriptions contained in such muniments, shall be admitted by the Purchaser.

7. THE benefit of any insurance against fire subsisting at the time of sale and belonging to the Vendor, shall so far as the law will admit be included in the sale, subject to the Vendors lien, but without any obligation on the Vendors part to make any payment in respect of such insurance. The Purchaser shall pay a proportion of the premium already paid and to be paid on such insurance to be calculated from the day of sale.

8. NO objection to the title shall be taken on the ground of any of the prior deeds in the title being executed under power of attorney, nor shall objection be taken as to sufficiency of any such power of attorney, nor shall the Vendor be required to furnish any evidence of the constituent in any such power of attorney being alive at the time of the execution of any such deed.

9. ~~THE Vendor sell as Mortgagee or Trustee.~~

10. ~~DOCUMENTS in the possession of a Mortgagee shall for the purpose of section 5, sub-section 5, of the Conveyancing Act 1915 be deemed to be in the Vendors possession.~~

11. THE Vendor will, upon payment of the full amount of the purchase money, execute a conveyance of the property to the Purchaser, such conveyance to be prepared by the Purchaser (and perused, copied, examined and the execution thereof procured by the Vendors Solicitor) at the expense of the Purchaser. Such conveyance shall include the usual statutory acknowledgment in respect of documents retained by the Vendor, but not any undertaking for the safe custody of such documents.

12. THE property is sold subject to all payments and outgoings (Parliamentary, Municipal or otherwise) rights of way, drainage, light and water, and other easements (if any) affecting the same; also to the existing tenancies and tenant's rights. It is believed to be correctly described, and if any error, mis-statement or omission shall be discovered in the description of the property, such mistake or error shall not annul the sale but compensation or equivalent shall be given or taken as the case may require; such compensation or equivalent to be settled by two referees mutually appointed, or their umpire. The party discovering such mistake or error to give notice in writing thereof to the other party within seven days after such discovery and each party within seven days after such notice shall appoint in writing a referee and if, in such case, either party shall neglect or refuse to appoint a referee within the term above specified, the referee of the other party alone may proceed in the matter and make a final decision. If two referees be appointed they are to nominate an umpire before they enter upon the business and the decision of such referees or umpire as the case may be shall be final.

13. IF the Purchaser shall neglect to comply with the above Conditions or shall not duly pay the promissory notes given in part payment of the purchase money or either of them he deposit money shall be actually forfeited to the Vendor who shall be at liberty without notice to re-sell the property bought by him by public auction or private contract and the deficiency (if any) in price occasioned by such sale together with all expenses attending the same shall immediately be made good by the defaulter at this present sale and in case of non-payment of the amount of such deficiency and expenses, the whole thereof shall be recoverable by the Vendor as and for liquidated damages and it shall not be necessary for the Vendor previously to tender a conveyance to the Purchaser.

14. THE Vendor shall not be required by the Purchaser to join in or contribute to the construction of a dividing fence between the land sold and any adjoining land of the Vendor and the Purchaser shall indemnify the Vendor against any claims under the Fences Act 1915 made by any owner deriving title from or through the Purchaser or by any occupier of the land sold.

15. THE Purchaser shall pay or bear the expense of all stamp duties on or in respect of the above mentioned promissory notes and of the conveyance to him

16. ALL rates, taxes, fire insurance premiums and other outgoings payable in respect of the property shall be paid by the Purchaser as from the date of taking possession and the same shall if necessary be apportioned between the Vendor and Purchaser.

17. THE provisions of any Moratorium created or to be created under the "War Precautions Act" or otherwise relating to contracts of Sale or Agreements for Sale and Purchase whether such provisions be contained in existing or future regulations issued under the said Act or otherwise shall be and are hereby expressly excluded from and shall not apply to this Contract.

18. TIME shall be considered the essence of the Contract.

## CONTRACT.

MEMORANDUM— I the undersigned, CHARLES E. CARTER, AUCTIONEER, as Agent  
the Vendor Frederick Jesse Hill of Wantirna Road, RINGWOOD

do hereby acknowledge that I have this day sold to  
LESLIE SIBLEY of Highbury Road TALLY HO.  
the property comprised in the above Particulars of Sale for the sum of Eleven Hundred Pounds. (£1100)

AND I, the undersigned LESLIE SIBLEY do hereby acknowledge  
that I have this day purchased of the said Frederick Jesse Hill the  
property described in the above Particulars of Sale for the sum stated, and I hereby agree to fulfil in all  
respects on my part, the above Conditions of Sale.

DATED this 25th. day of October. 1928.

Dr.

To amount of Purchase Money £1100. 0.0

„ Interest .. ..

£1100. 0.0

Cr.

By Cash .. .. £ 50. 0.0

*Recd the deposit of £50.00  
L. Sibley*

£1100. 0.0

PURCHASER..... *Leslie Sibley* .....

VENDOR'S AGENT..... *C. E. Carter* .....

I CONFIRM THIS SALE.....VENDOR.

Dated	25 <sup>th</sup> October 1928	
Parties	Frederick Jesse Hill Leslie Sibley	Vendor Purchaser
Price	£1100.00	
Property	Situate in Wantirna Rd, Ringwood Being 12 acres 8 perches Crown Portion 25 Parish of Scoresby County of Mornington being whole of the land comprised and described in conveyance dated 10 <sup>th</sup> July 1925 from F.J Edmunds to F.J Hill. Register No.400 Book 515	
Terms	£50 deposit Balance within 30 days	
Agent	C.E Carter	
Comment		