

Dated

1924

RE

"TRANSFER OF LAND ACTS"

Harry Peake Esq.

WITH

Particulars and
Conditions of Sale

C. E. CARTER

ESTATE AND INSURANCE AGENT,
MAIN STREET, RINGWOOD.

Australian Printing and Stationery Co.,
Melbourne. Phone Cent. 4403.

Particulars and Conditions of Sale of Freehold Land.

PARTICULARS

Set out Allot Parish
County and Depths.

All that piece of land having a frontage of 66 feet to the south side of Mount Dandenong Road Ringwood and being lot 9 on plan of Subdivision lodged at the Office of Titles No 7522 Part of Crown Allotment 27 Parish of Ringwood County of Mornington More particularly described in Certificate of Title Volume 4474 Folio 894686 together with all buildings thereon.

If part only of Land in Certificate state, so and draw a plan showing Boundaries and Depths; state as shown on the Plan drawn hereon.

CONDITIONS

Deposits and Purchase Money.

1.—THE Purchaser shall on signing hereof pay a deposit in cash of **One hundred and fifty pounds** of the total amount of **the** purchase money

the balance of the purchase money shall be payable by weekly payments of ^{sum} twenty shillings and six pence per week including principal and interest.

The Vendor undertakes to finance the property on the Credit Foncier basis.

Possession. Table "A" says on payment of the last instalment but shall be entitled to the possession of the property or to the rents and profits thereof upon the acceptance of the title. It may be otherwise.

and shall sign the subjoined contract.

2.—THE Purchaser shall complete **the** purchase (subject to these Conditions of Sale) upon the **money** payment of the full amount of the purchase and interest.

Interest on unpaid Purchase Money.

and if, from any cause whatsoever, other than by the default of the Vendor, **the** purchase shall not be completed at the time above specified, **she** shall pay interest on the unpaid portion of **the** purchase money, at the rate of **£8---** per cent. per annum from that time to the time of completion, without prejudice, however, to the Vendor's rights under Condition 8 hereof, if **he** shall think fit.

Cost of Transfer and Stamp Duty.

3.—UPON or at any time after payment of the whole of the purchase money the Vendor will sign a proper Transfer of the property to the Purchaser such Transfer to be prepared by and at the expense of the Purchaser who shall also pay or bear the expense of all stamp duties on or in respect of such Transfer to **her**

Roads.

4.—ALL roads or ways adjoining or leading to or from the land sold or shown on the existing Certificate of Title to the property under the "Transfer of Land Acts" the areas of which roads are not included in such certificate shall be deemed by the Purchaser either to be appurtenant to such land or to have become public roads.

Requisitions on Title.

5.—THE Certificate of Title to the property sold shall be produced to and a copy thereof may be made by the Purchaser or her Solicitor on application in that behalf to the Vendor or his Solicitor and the Purchaser shall within fourteen days from the date hereof deliver to the Vendor or his Solicitor a statement in writing of all objections or requisitions (if any) to or on the title or concerning any matter appearing on the particulars or conditions and in this respect time shall be of the essence of the contract. All objections or requisitions not included in such statement to be delivered within the time aforesaid shall be deemed absolutely waived by the Purchaser and in default of such objections and requisitions (if none) and subject to such (if any) the Purchaser shall be considered as having accepted the title and it shall be lawful to pay over to the Vendor all sums of money paid **C.E. Carter of Ringwood** by the Purchaser on account of the purchase money without being liable to any action or other proceeding for recovery of the same.

Annul Sale.

6.—IN case the Purchaser shall within the time aforesaid make any objection to or requisition on the Title or otherwise which the Vendor shall be unable or unwilling to remove or comply with and such objection or requisition shall be insisted on and it shall be lawful for the Vendor or his Solicitor (whether he shall have attempted to remove such objection or to comply with such requisition or not and notwithstanding any negotiations or litigation in respect of the same) at any time by notice in writing to annul the sale and within one week after giving such notice repay to the Purchaser the amount of her purchase money or so much thereof as shall have been paid in full satisfaction of all claims and demands whatsoever by the Purchaser but without any interest costs or damages of any description.

Wrong Description of Area.

7.—IF any mistake be made in the description of area of the property or any other error whatsoever shall appear in the particulars of the property such mistake or error shall not annul the sale but a compensation or equivalent to be settled by two referees mutually appointed in writing or their umpire shall be given or taken as the case may require. 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 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 in writing before they enter upon the business and the decision of such referees or umpire as the case may be shall be final.

Forfeiture of Deposit, etc.

8.—IF the Purchaser shall neglect to comply with the conditions herein contained or any of them or shall not duly pay the instalments of the purchase money or any or either of them, or the interest thereon or any part thereof, her deposit money shall be actually forfeited to the Vendor, who shall be at liberty without notice to rescind the contract, and retake possession of the property, and at his option either retain the same for own use and benefit or resell the same 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 the 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 Transfer to the Purchaser.

Fencing.

9.—THE Vendor shall not at any time be required by the Purchaser or her transferees to join in or contribute towards the expense of erecting any dividing fence between the land sold and any land remaining unsold but this condition shall not prejudice or affect the rights of Purchasers as to dividing fences as between themselves and other adjoining proprietors except the Vendor.

Rates and Taxes.

10.—THE Purchaser shall repay to the Vendor a due proportion of all rates taxes insurance premiums sewerage charges and other outgoings to be computed from and the same if necessary shall be apportioned and shall also insure the property and keep it insured to its full insurable value in the name of the Vendor until the whole of the purchase-money is paid and deliver the policy and the receipt for the last premium to the Vendor. In case of default the Vendor may insure at the expense of the Purchaser who shall not be entitled to have transfer or conveyance until repayment thereof.

Transfer by Direction.

11.—THE Vendor shall not be required to produce a title to the land sold in her own name but will transfer the property by direction on payment in full of purchase money and interest.

Not Alter Buildings.

12.—THE Purchaser shall keep all buildings and improvements erected on the land sold in good order, repair and condition, and shall not without the consent in writing of the Vendor alter, remove or destroy any buildings, erections, or other improvements on the property purchased by her until payment of the whole of her purchase money and interest.

Tenancies, Easements, Etc.

13.—THE property is sold subject to all existing ~~tenancies and easements~~ (if any) affecting the same, and to all reservations or conditions (if any) contained in the original grant from the Crown in respect of the property.

Time.

14.—THAT time shall be considered as of the essence of the contract.

Attornment

15.—THE Purchaser hereby attorns and becomes Tenant from to the Vendor for and in respect of the land hereditaments and premises described in the above written particulars at the rent of the said tenancy commencing on any sums received as rent shall be applied in payment of purchase-money and interest and it shall be lawful for the Vendor at any time whether during the currency of a week or not after default shall have been made in payment of such rent for upon leaving seven days' previous notice upon the premises to determine the tenancy hereby created and upon the expiration of the said notice to recover possession of the said premises under the provisions of the "Landlord and Tenant Act 1915" or any other Act then in force in lieu thereof or in conjunction therewith or irrespective of such Act or Acts to enter into and upon and take possession of the said premises and to expel and eject therefrom the Purchaser and all persons claiming under h or them.

CONTRACT

I the undersigned, **C.E.Carter of Main Street Ringwood**

as Agent for the Vendor **Harry Peake of Ellerson Street Ringwood**

do hereby acknowledge that I have this day sold

to

the property comprised in the foregoing Particulars of Sale for the Sum of **Seven hundred and fifty pounds**

and I the undersigned

do hereby acknowledge that I have this day purchased the said property for the sum above

stated and I hereby agree to fulfil in all respects on my part the above conditions of sale.

Dated this day of **December** 19**24**

Signature Agent or Vendor.

Signature. Purchaser.

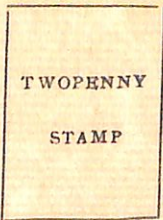
Dr.

To amount of purchase money **£ 750**

By Cash **£1.50**.....

Received from M

the sum set out as deposit



I, as Vendor, hereby confirm this Contract.