



Dated	1923	
Parties	Walter Buxton (Printer) Arthur Longland (Merchant) Unstated	Vendor Purchaser
Price	£	
Property	Heatherdale Estate Mitcham Plan of Subdivision No 9413 Volume 3283 Folio 656541	
Terms	£ Interest 6%	
Agent		
Comment	V Wischer, Solicitor 443 Chancery Lane, Melbourne	

All monies payable to
"Messrs Jenkin, Buxton & Co Pty Ltd
The Rialto, 497 Collins Street, Melbourne

5% discount for 30 day cash settlement

Draft unexecuted Auction Contract

CE Carter & Son Pty Ltd

ABN 390 062 316 16

- Licensed Estate Agent
- Auctioneers • Valuers
- Property Managers

128 Maroondah Highway

Ringwood Vic. 3134

PO Box 4112 DX 38080

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Telephone: 9870 6211

Facsimile: 9870 6024

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E-mail: info@carter.com.au

Directors:

Richard A Carter BEc FREI FAPI

William Lyall B. Bus (Prop)

Licensed Estate Agents

K L Carter

Member of REIV

DATED

DAY OF

1923

WALTER HENRY BUXTON AND
ARTHUR LONGLAND

TO

Contract and Conditions of Sale

V. WISCHER, SOLICITOR,
443 Chancery Lane, Melbourne

Particulars and Conditions of Sale of Freehold Property

KNOWN AS

**HEATHERDALE ESTATE
MITCHAM**

PARTICULARS.

All that piece of land being ~~Lot ——— on Plan of Subdivision No. 9413~~
~~exhibited at time of Sale and being~~ part of Crown Portion 130 Parish of Nunawad-
ing County of Bourke and being part of the land described in Certificate of Title
Volume 3283 Folio 656541. ~~Each Lot is sold together with any necessary~~
~~easement and subject to any reservation of an easement as shown on the said Plan.~~

CONDITIONS OF SALE.

1. The conditions in Table A of the "Transfer of Land Act 1915" shall apply to this Contract with and subject to the alterations and modifications following.

2. The highest bidder shall be the Purchaser and if any dispute shall arise as to any bidding the lot or lots shall be put up again and resold, unless the Auctioneer shall decide who was the highest or best bidder. No bidding shall be retracted. The Vendors reserve the right of making one bid for each lot either personally or by agent.

3. The Purchaser shall on the signing hereof pay a deposit in cash of

The Purchaser shall also pay interest on the balance of Purchase Money at the rate of six pounds per cent. per annum computed from the date of sale and calculated on the amount due at the beginning of each quarter and payable on the 22nd day of the months of December, March, June and September in each year. The Purchaser shall have the option of paying the remaining balance of purchase money at any time with interest to date of payment only. All instalments of purchase money and interest shall be paid to the Vendors, c/o Messrs. Jenkin, Buxton & Co. Pty. Ltd., "The Rialto," 497 Collins Street, Melbourne.

4. All rates taxes assessments charges and other outgoings of every description payable in respect of the lot or lots purchased shall be paid by the Purchaser as from the date of sale and if necessary shall be apportioned between the Vendors and the Purchaser as on that date.

5. The Vendors' Solicitor is Mr. V. Wischer, 443 Chancery Lane, Melbourne from whom a Title can be obtained at a cost of £2 12s. 6d. in addition to stamp duty and Titles Office fees.

6. Upon or at any time after payment of the whole of the purchase money the Vendors will sign or procure the signatures of all necessary parties to a transfer of the lot or lots sold to the Purchaser such transfer to be prepared by and at the expense of the Purchaser.

7. In Clause 9 on Table A after the words "Purchaser or Purchasers" where first appearing therein shall be added the words "his or their transferees."

8. The Vendors or their lessee shall have the right to graze over the land sold until such time as the same shall be enclosed by the erection of a substantial stock-proof fence.

9. In place of Clause 6 of Table A of the Transfer of Land Act 1915 the following Clause shall be substituted:—If the Purchaser shall fail to comply with the conditions herein contained or any or either of them or shall not pay the residue of purchase money as aforesaid then and in either of such events the whole of the said purchase money as shall then remain owing or unpaid shall immediately become due payable and recoverable and the deposit moneys and all other moneys paid by the Purchaser herein shall be actually and absolutely forfeited to the Vendors who shall be at liberty at any time or times thereafter and without notice to annul the contract and to retain possession of the lot bought by the Purchaser for their own use and benefit absolutely and/or to resell the said lot or lots 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 and paid by the defaulter at this present sale and in case of non-payment the amount of such deficiency and expenses shall be recoverable by the Vendors as and for liquidated damages and it shall not be necessary previously to tender a transfer to the Purchaser and any profit (if any) on such resale shall belong absolutely to the Vendors and they shall not be required by the Purchaser to account in any way whatsoever upon such resale nor shall the Vendors be compelled to execute a transfer to the Purchaser of the said lands until all the conditions herein contained have been fulfilled by the Purchaser.

10. The land is sold subject to the reservations exceptions and conditions (if any) contained in the original Crown Grant relating thereto and to any easements affecting the same.

11. No provisions of any Federal or State Moratorium regulations now or hereafter created shall have any application whatsoever to this Contract of Sale.

12. Time shall be considered as the essence of the Contract.

SPECIAL CONDITIONS.

13. Neither the Purchaser nor any other person claiming through him shall at any time carry on quarrying operations on the said land or take or remove any marl stone gravel or sand therefrom except for the purpose of laying the foundation of any building to be erected on the said land or to be used in the erection of any such building and the purchaser will not use or permit to be used the said land or any portion thereof for any dangerous noisy or offensive trade business or occupation in any way which may be or become a damage nuisance grievance or annoyance to the Vendors their heirs or transferees or the owner or owners of any lot on the said Plan of Subdivision without the consent in writing of the Vendors first had and obtained.

14. The Purchaser shall be entitled to a discount of 5% on completion of his payment within 30 days of any lot or lots purchased.

CONTRACT.

We, the undersigned, WALTER HENRY BUXTON, Printer, of 497 Collins Street, Melbourne, and ARTHUR LONGLAND, Merchant, of Flinders Lane, Melbourne, do hereby acknowledge that we have this day sold to

of _____

Occupation _____, the property comprised in the foregoing particulars of sale for the sum of _____

AND I, the undersigned and above-mentioned Purchaser, 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 of the above Conditions of Sale.

DATED this _____ day of _____ 192

VENDORS

PURCHASER

Dr.

To Amount of Purchase Money.

£ : : _____

Cr.

By Cash Deposit

£ : :

Balance as per clause 3 of conditions £ : :

£ : : _____

RECEIVED from _____

the sum of _____ the amount of the deposit hereinbefore referred to.