



Dated	18 August 1923
Parties	Robert Somerville Vendor Edith Wilkinson Purchaser
Price	£150.0.0
Property	Situate at Mullum Mullum Road Ringwood Lot 9 Plan of Subdivision No 8221
Terms	£5 deposit Balance of purchase price by consecutive instalments of £1 per month on the 18 th day of each month for 5 years. Interest 6% pa on quarterly rests
Agent	Knight & Harwood 315 Collins Street, Melbourne Knight & Harwood in conjunction with J.B. McAlpin, Ringwood
Comment	Signed by Purchaser & Agent
Solicitors	Russell Bona & Russell 19 Queen Street Melbourne

CE Carter & Son Pty Ltd

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- Licensed Estate Agent
- Auctioneers • Valuers
- Property Managers

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Richard A Carter BEc FREI FAPI

William Lyall B. Bus (Prop)

Licensed Estate Agents

K L Carter

Member of REIV

Dated

18th 9 August 1923

KNIGHT & HARWOOD

AGENTS FOR THE VENDOR

R. P. SOMERVILLE ESQ.,

with

Mr E. M. Wilkinson

Contract of Sale

OF PROPERTY SITUATE AT

MULLUM MULLUM ROAD

RINGWOOD.

KNIGHT & HARWOOD,

Auctioneer, Property Salesmen & Subdivisional Experts,
315 COLLINS STREET, MELBOURNE.

'Phone 10615 Central.
10616

2019
Particulars, Conditions and Contract of Sale of Freehold
Property, situate at

MULLUM MULLUM ROAD - RINGWOOD.

PARTICULARS

ALL THAT piece of land being Lot 9 on Plan of Subdivision No. 8221 lodged in the Office of Titles and being part of Crown Allotment 32 Parish of Warrandyte County of Evelyn together with all registered appurtenant easements.

CONDITIONS.

1. 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. No bidding shall be retracted. The Owner reserves the right of making one bid for each Lot either personally or by Agent.

~~CONDITIONS~~

1A.—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 Purchase Money for the said Land shall be the sum of £150-0-0—

one hundred and fifty pounds stg

3.—THE Purchaser shall sign the sub-joined Contract and shall pay to the Vendor's Agent a deposit in cash of £5/-/- (Five pounds) and shall pay the balance of the purchase money by consecutive instalments of £1/-/- (One pound) per month on the 18th. day of each month together with Interest at the rate of £6 per centum per annum such Interest to be paid quarterly on the 18th. days of the months of February, May, August and November in each year computed from the day of Sale and calculated quarterly on the amount of purchase money owing at the beginning of each quarter until the expiration of five years from the date hereof and upon the expiration of that period the Purchaser shall pay to the Owner the whole balance of purchase money then unpaid with Interest thereon to date of such payment.

4.—THE Purchaser shall be entitled to possession of the property sold or to the receipt of the rents and profits thereof on acceptance in writing of the Vendor's Title to the property sold and on payment in full of the balance of purchase money. amount of deposit.

5.—THE Property is sold subject to all existing tenancies or occupancies thereof and to the special conditions (if any) contained in the Grant thereof from the Crown. and to all building and drainage Regulations (if any) of the Municipality in which the land is situated.

6.—ALL Land Tax, rates, taxes, fire insurance premiums and other out-goings 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 the Purchaser.

7.—THE Vendor shall be at liberty without waiving or rescinding this Contract or these conditions and notwithstanding anything herein contained to recover from the Purchaser any unpaid purchase money or interest thereon as soon as the same shall be due and owing as if each instalment of the purchase money and interest payable as aforesaid were a separate debt due by the Purchaser to the Vendor.

8.—THE Purchaser hereby attorns and becomes tenant to the Vendor from month to month at a rental equal to the instalments of purchase money and interest payable hereunder but all moneys received under this Condition shall be applied in payment of balance of purchase money and interest thereon as hereinbefore provided.

9.—~~THE Purchaser will if required accept a Transfer of the land sold by direction of the Vendor and no requisition shall be made requesting the production of a Title to the land sold in the name of the Vendor, but the Vendor shall pay any direction fee or fees payable, and also all stamp duty properly payable by him on his purchase money for the said land.~~

10.—THE following particular alterations and modifications are made to the Conditions of Table A of the "Transfer of Land Act 1915":—

- (a) The fourth Condition shall be read as if after the word "Title" but before the words "or otherwise" the word "Measurements" had been inserted.
- (b) The fifth Condition shall be read as if after the word "but" and before the words "a compensation" in the third line thereof the words "if such mistake or error be discovered within 14 days from the day of sale but not otherwise" had been inserted.
- (c) The words "or their transferees" shall be inserted in Condition 9, after the words "Purchaser or Purchasers" in the first line thereof and the words "at the present sale" in the same line shall be deleted.

(d) ~~The words "retake and retain the property for the Vendor's own use and benefit or" shall be inserted in Condition 6, before the words "resell the property bought by the Purchaser."~~

11.—~~No provisions of any Federal or State Moratorium Regulations created or to be created shall have any application whatsoever to this Contract of Sale.~~

12.—~~TIME shall in all cases and in all respects be of the essence of this Contract.~~

(d) The words "his deposit money or so much thereof as shall have been paid" in Condition 6 shall be deleted and in lieu thereof the following words viz. "his deposit money and all other moneys paid hereunder whether for instalments or interest" shall be inserted and the words "retake and retain the property for the Owner's own use and benefit or" in the same Condition 6 shall be inserted before the words "resell the property bought by the Purchaser" and at the end of the same clause the following words shall be added "on any such resale any profit shall belong to the Owner".

10. THE Purchaser shall have the option of paying the residue of his purchase money in cash within thirty days from the date hereof without interest.

11. THE Purchaser shall have the right at any time to pay the residue of his purchase money then remaining owing with interest thereon only to date of such payment.

12. THE Purchaser shall not until he shall have completed his purchase excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel or sand from the said land.

13. No provisions of any Federal or State Moratorium Regulations created or to be created shall have any application whatsoever to this Contract of Sale.

14. Time shall in all cases and in all respects be of the essence of this Contract.

15. The Vendor's Solicitors are Messrs. Russell, Bona & Russell of 19 Queen Street, Melbourne.

CONTRACT.

WE the undersigned KNIGHT & HARWOOD of 315 Collins Street, Melbourne in conjunction with J. B. McAplin, Ringwood.

as Agents for the Vendor ROBERT PETER SOMERVILLE of "Bonnie View"

Mullum Mullum Road, Ringwood.

do hereby

acknowledge that we have this day sold to

Edith Mary Wilkinson
wife of Leslie Wilkinson of "Kenley"
Glenbrook Avenue East Walworth

the property comprised in the above Particulars of Sale for the sum of

£150-0-0-

one hundred and fifty pounds & 0/-

And I, the undersigned

Edith Mary Wilkinson

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 *Eighth* day of *August* 19 *23*

Knight & Harwood

Vendor's Agents.

Edith M. Wilkinson

Purchaser.

I ratify and confirm the within Conditions and Contract of Sale and authorize Knight and Harwood to sign as my Agents.

Vendor.

ACCOUNT.

Dr.

To amount of purchase money

... ..

£ 150 . 0 . 0

Cr.

By Deposit

... ..

£ 5 . 0 . 0

„ Balance as per clause 3 of Conditions of Sale

... ..

£ 145 . 0 . 0

£ 150 . 0 . 0

Received the sum of
the above mentioned deposit.

Vendor's Agents.