

Dated this

day of

1936

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C. E. CARTER, of Ringwood  
AND  
F. G. WOODS & CO., of 380 Burke Road,  
Camberwell

As Agents for the Vendor

TO

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# Contract of Sale

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WHITE HORSE ESTATE,  
RINGWOOD

Lot No .....

DOYLE & KERR, Solicitors  
413 Collins Street, Melbourne

*copy*

# PARTICULARS AND CONDITIONS OF SALE

OF

## FREEHOLD PROPERTY

KNOWN AS

# WHITE HORSE ESTATE

White Horse Road, Ringwood

Sold by C. E. CARTER, of Ringwood, in conjunction with  
~~F. G. WOODS & CO., of 380 Burke Road, Camberwell.~~

AS AGENTS FOR THE VENDORS.

### PARTICULARS.

ALL THAT piece of land being Lot <sup>eight</sup> on Plan of Subdivision Number 14010 lodged in the Office of Titles known as the "White Horse Estate" being part of Crown Portion five and part of a former Government Road Parish of Ringwood County of Mornington and being part of the land comprised in Certificate of Title Volume 4537 Folio 907344. Each lot is sold subject to any reservation of a drainage and sewerage easement as shown on the said Plan of Subdivision.

### CONDITIONS.

1. The Conditions in Table "A" of the Transfer of Land Act 1928 shall apply to this Contract with and subject to the alterations and modifications following.

2. The Purchaser shall immediately after the sale pay to the Vendors' Agents for each lot purchased the first instalment in cash of <sup>£50</sup> ~~£1~~ per lot on account of the purchase money and shall pay the residue of the purchase money by consecutive instalments of <sup>£2</sup> ~~£1~~ per lot per month on the Eighth day of each month until the expiration of <sup>two</sup> ~~five~~ years from date hereof, on which date so much of the residue of the purchase money as is then unpaid shall become due and payable and the Purchaser shall also pay interest at the rate of Five pounds per centum per annum such interest to be paid quarterly on the last days of the months of May, August, November and February in each year computed from the date hereof and calculated quarterly on the amount of purchase money owing at the beginning of each quarter. The Purchaser shall also sign the subjoined Contract.

C.E.C  
F.W.McK.

C.E.C  
F.W.McK.

3. 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.

4. ~~If the Purchaser shall pay the whole of the purchase money within thirty days of the date hereof the Vendors undertake to obtain a Certificate of Title for the Lot sold without any expense to the purchaser but the relative transfer must be prepared by the Vendors' Solicitors.~~

5. Should the Purchaser make default in payment of any instalment of purchase money or interest hereunder or of any part of such instalment as it becomes due or in the performance or observance of any of these Conditions then at the option of the Vendors the whole of the purchase money interest and other moneys payable hereunder shall immediately become due and payable to and recoverable by the Vendors.

6. The Vendors 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 instalment or instalments of purchase money and/or interest as soon as same respectively shall be due and owing as if each instalment of the purchase money and each amount of interest payable as aforesaid were a separate debt due by the Purchaser to the Vendors.

7. The Purchaser hereby attorns and becomes tenant to the Vendors of the Lot or Lots purchased by him 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.

8. The Vendors' Solicitors are Doyle & Kerr, 413 Collins Street, Melbourne.

9. The following particular alterations and modifications are made to the Conditions of Table "A" of the Transfer of Land Act 1928:—

(a) The Fourth Condition shall be read as if the words "two months" in the fourth line thereof were deleted therefrom and the words "fourteen days" had been inserted therein in lieu thereof.

(b) The words "Clause (b) hereof" shall be deleted from Clause (a) of Conditions Five and the words "Condition Ten of this Contract" substituted therefor. Clause (b) of Condition Five shall not apply to this Contract.

(c) The words "or his transferees" shall be inserted in Condition Six after the word "Purchaser" in the first line thereof.

(d) The words "the Auctioneer shall either decide whose was the last bid or at the option of the Auctioneer" shall be inserted in the Fifteenth Condition after the words "if any dispute arise as to any bidding."

10. If the Vendors have not accepted or agreed to accept interest pursuant to Condition 5 Clause (a) of the said Table "A" or if the Purchaser has made default in payment of such interest or has failed to comply with all or any of the Conditions of this Contract whether expressed or implied the Vendors may without notice and without tendering an instrument of transfer rescind this Contract and retake and retain the property sold for their own use and benefit or resell the same either by public auction or private contract and all expenses thereof and the deficiency (if any) in price occasioned by such re-sale shall forthwith be paid by the Purchaser to the Vendors as liquidated damages and pending such re-sale and the ascertaining of the said expenses and deficiency the Vendors shall be entitled to retain all moneys paid by the Purchaser under this Contract whether by way of instalments interest or otherwise. Any profit on such re-sale shall belong to the Vendors.

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

CONTRACT.

WE, the undersigned C. E. CARTER of Ringwood and ~~F. G. WOODS & CO. of 380 Burke Road Camberwell~~ <sup>Agent</sup> Agents in conjunction for the Vendors and Owners ~~PATRICK JOHN TREACEY~~ C.E.C and AMBROSE JOHN TREACEY, do hereby acknowledge that we have this day sold to F.W. McKinnon

FRANK WILLIAM McKINNON  
40 Francis Crescent,  
GLEN IRIS

Manager

Lot eight comprised in the foregoing Particulars of Sale for the sum of £ 113. 0. 0

AND I, the abovenamed and undersigned Purchaser, do hereby acknowledge to 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 17th day of January One thousand nine hundred and ~~thirty-six.~~ forty two

C.E.C  
F.W.McK.

..... C. E. CARTER ..... Vendors' Owners' Agents

..... Frank W. McKinnon ..... Purchaser

Witness<sup>1</sup> Iris McKinnon

RECEIVED the sum of £ 50. 0. 0 on account of the purchase money.

..... C. E. Carter ..... Agents for Vendors