

DATED

1937

MR. W. CROSS

WITH

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Contract of Sale of Land.

OAKLEY THOMPSON & CO.,

422 Collins Street,

Melbourne. Solicitor for Vendor.

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ALL RIGHTS RESERVED.



CONTRACT OF SALE of Land

Copyright No. 19334.

Vendor or
Vendor's
Agent as the
case may be.

I/We the undersigned

~~MESSESR. F. C. WOODS & CO. of Burke Road Camberwell and~~
C. E. CARTER of Ringwood

of

Agents ~~for in conjunction~~ for WILLIAM CROSS

of ~~44 Kerford Road~~ Glen Iris

Purchaser.

hereby acknowledge that I/we have this day sold to

Ernest Joseph O'Keefe

of *Sherbrooke Ave Ringwood.*

Particulars.

All that piece of land being Lot 2 on Plan of Subdivision No. 12622 lodged in the Office of Titles and being part of Crown Portion 12 Parish of Ringwood County of Mornington and being the whole of the land more particularly described in Certificate of Title entered in the Register Book Volume 5487 Folio 1097337 having a frontage of 60 feet to the East side of Ringwood Street by a depth of 150 feet and commencing at a point 70 feet south of Miles Avenue Ringwood.

House or
rights of
way, etc.

Together with all buildings and erections thereon.

Leases,
mortgages,
easements,
etc. (if any).

Subject to

Price

for the sum of

The "1930 Copyright Conditions of Sale" and the special conditions (if any) endorsed hereon or annexed hereto shall form part of this contract.

And I/we the abovenamed and undersigned purchaser hereby acknowledge that I/we have this day bought the said land for the said sum which I/we agree to pay as follows:—

(a) a deposit of equal to one-quarter of the total purchase price payable payable £50 on the signing hereof and the balance within seven days hereof

(b) the residue within thirty days from the date of this Contract.

Rate of interest (if any), time of commencement and when payable.

and I/we agree to pay interest on

DATED this

day of

1937

} VENDOR
or Vendor's
Agent as the
case may be.

PURCHASER.

RECEIVED from the within-named purchaser the sum of

being the deposit within mentioned.

Duty
Stamp

DATED

19

A copy of the "1930 Copyright Conditions of Sale" above mentioned appear on the third page hereof.

Special conditions (if any) as to date of possession, forfeiture and other matters.

SPECIAL CONDITIONS (if any)

1. The Vendor's Solicitors are OAKLEY THOMPSON & CO., of 422 Collins Street Melbourne.
2. The Vendor sells as mortgagee pursuant to his powers under mortgage No. 627640 and shall not be required to enter into any covenants for title except that he has not encumbered the property.
3. Possession of the property sold or of the rents and profits thereof shall be given and taken on payment in full of the purchase money hereunder.

The 1930 COPYRIGHT CONDITIONS OF SALE.

Land in Victoria whether or not under the operation of the Transfer of Land Act 1928.

1. THE special conditions (if any) written on or annexed to the Contract of Sale shall be deemed part of and, so far as inconsistent herewith, shall modify or supplement these conditions.

2. SUBJECT to such special conditions (if any) these conditions and the conditions in Table A of the *Transfer of Land Act 1928* shall apply to this contract if and so far as it relates to land under the operation of the said Act and the conditions of sale in the *Property Law Act 1928* shall apply to this contract if and so far as it relates to land not under the operation of the *Transfer of Land Act 1928*.

3. IF the title to the land sold be a Crown lease a conditional purchase lease or a lease by a body corporate created by Act of Parliament the vendor shall at his own cost apply for and endeavour to obtain any licence necessary to the sale and the rent and other monetary obligations payable pursuant to such lease shall be borne and paid by the purchaser in manner provided for the incidence of rates taxes and other outgoings by the statutory conditions of sale hereinbefore mentioned and the purchaser shall indemnify the vendor against all claims in respect of such rent and such other obligations contained in such lease as are to be paid performed or observed pursuant to such lease after the date of sale.

4. COMMONWEALTH land tax payable in respect or by reason of the said land under any Commonwealth Land Tax Act or Land Tax Assessment Act shall be borne and paid by the purchaser as from the date on which he becomes entitled to possession provided however that the Commonwealth land tax payable for the financial year current at the said date in respect or by reason of the said land under the said Acts shall be apportioned as between the vendor and the purchaser so that the purchaser shall bear and pay in respect thereof the proportion only of the lesser of the following amounts which the period commencing on the said date and ending on the last day of such financial year bears to the whole of such financial year—

- (a) The amount of tax payable as aforesaid in respect or by reason of the said land for such financial year; or
- (b) The amount of tax that would have been payable by the purchaser in respect or by reason of the said land under the said Acts for such financial year had he, in addition to any land actually owned by him within the meaning of the said Acts at midnight on the day immediately preceding such financial year, then been the owner, within the meaning of such Acts, of the land sold.

5. IF the purchaser shall make default in payment of the purchase money or any part thereof or any interest thereon agreed to be paid by him to the vendor the vendor shall in addition to the rights conferred upon him by and in the circumstances named in the said statutory conditions be entitled to forfeit the deposit money paid by the purchaser and take possession of the said land and retain the same for his own use and benefit.

6. THE obligation of the vendor to transfer or convey the land to the purchaser is simultaneous with the obligation of the purchaser to pay the whole of the moneys agreed to be paid by him.

7. TIME shall be considered of the essence of the contract and of all the conditions thereof.

Auctioneers are advised that it is not necessary to read aloud at the auction the following provisions:—

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No. 19334.