

Estate of BRIDGET KELLY dec'd.

DATED

1943

NATIONAL TRUSTEES  
EXECUTORS AND AGENCY COMPANY  
OF AUSTRALASIA LIMITED

WITH

Miss Florence M. Sharp

**CONTRACT**  
**for Sale and**  
**Purchase of Land**

at Vacant land, Lot 62,  
Silver Grove, Tunstall.

Solicitor for Vendor

Cook & Heathcote Pty. Ltd., 404 Collins St, Melbourne.

# CONTRACT OF SALE

OF FREEHOLD LANDS UNDER THE TRANSFER OF LAND ACTS

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

I the undersigned C. E. CARTER

of Main Street, Ringwood

Agent for NATIONAL TRUSTEES EXECUTORS AND AGENCY COMPANY OF  
AUSTRALASIA LIMITED, of No. ~~118~~<sup>95</sup> Queen Street, Melbourne.

Purchaser's  
name in full,  
occupation and  
address.

hereby acknowledge that I/we have this day sold to FLORENCE MARY SHARP

of 79 Green Street, Richmond, Spinstor

Particulars.

All that piece of land being Lot 62 on Plan of Subdivision Number 10994  
lodged in the Office of Titles and being part of Crown Portion 78  
at Tunstall Parish of Nunawading County of Bourke and being part  
of the land more particularly described and comprised in the -  
Certificate of Title entered in the Register Book Volume 3352 -  
Folio 670345.

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

Subject to existing easements tenancies and occupancies (if any)

Price in  
Words.

for the sum of SIXTY-EIGHT POUNDS TWO SHILLINGS AND SIXPENCE (£68/2/6)

Subject to the exclusions, additions, modifications, and alterations appearing in the special conditions endorsed hereon the Conditions of Table "A" of the Transfer of Land Act 1928 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

(a) a deposit of Twenty-eight pounds Two shillings and Sixpence  
(£28/2/6) on the signing hereof

(b) the residue as follows:— By twelve equal consecutive quarterly  
payments

the first of such instalments to be paid at the expiration of three  
months from date hereof.

and I/we agree to pay interest on such residue from time to time remaining unpaid at the rate of

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

Five pounds per centum per annum computed from the date upon  
which the Purchaser becomes entitled to possession and payable at quarterly intervals. The first  
payment of such interest is to be made at the expiration of three months from the date hereof and  
shall if necessary be an adjusted amount.

DATED this

29

day of

November

1943

C. E. Carter

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

Purchaser.

Witness to the Signature of the Purchaser.

SPECIAL CONDITIONS.

Special conditions as to date of possession and other matters.

1. The Purchaser has the right to pay the residue of the purchase money at any time prior to the due date with interest to the date of payment and has the further right on giving written notice to the Vendor within seven days from the date of sale to elect to pay and in case of such election the Purchaser shall pay the residue of the purchase money without interest within one month from the day of sale.

2. The Vendor shall be at liberty without waiving or rescinding the within Contract or the Conditions thereof and notwithstanding anything therein expressed or implied 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 each amount of interest payable by the Purchaser were a separate debt due by the Purchaser to the Vendor.

3. Condition 4 of the said Table "A" shall ~~be amended by substituting the words "fourteen days" for the words "two months" appearing in the fourth line of the said condition~~ <sup>not apply to this Contract.</sup>

4. Conditions 5 and 7 of the within-mentioned Table "A" shall not apply to and their operation is hereby excluded from the within Contract.

5. If the Purchaser shall make default in payment of the purchase money or any part thereof or any interest thereon then interest at the rate of Seven pounds per centum per annum in lieu of the rate (if any) prescribed in the Contract and computed upon such purchase money and/or interest in arrear during the period of default shall be paid on demand by the Purchaser to the Vendor without prejudice however to the Vendor's rights under the following condition numbered six hereof.

6. If the Purchaser shall fail to comply with any condition expressed or implied under the within Contract and in particular if he shall make default in payment of the residue of the purchase money or the interest thereon as provided by the within Contract or any part of such purchase money or interest and the Vendor has not accepted or agreed to accept interest pursuant to Clause 5 hereof or if the purchaser has made default in payment of such interest his deposit money or so much thereof as shall have been paid shall be actually forfeited to the Vendor who shall be at liberty without notice and without tendering an instrument of transfer to rescind the Contract and to take possession of the property sold and retain the same for its own use and benefit or the Vendor may after fourteen days' notice of its intention so to do sent by post to the Purchaser at his address appearing herein without rescinding the Contract and without tendering an instrument of transfer re-sell the property bought by the Purchaser by public auction or private contract and the deficiency (if any) in price occasioned by such re-sale together with all expenses attending the same shall immediately be made good and paid by the Purchaser and in case of non-payment of the amount of such deficiency and expenses the same shall be recoverable by the Vendor as and for liquidated damages.

7. The Purchaser shall be entitled to possession of the property sold—if vacant—or to the receipt of the rents and profits thereof—if let—upon payment of the said deposit and unconditional acceptance in writing of the Vendor's Title but so nevertheless that if he exercise the right to elect to pay the residue of the purchase money within one month without interest as aforesaid he shall not be so entitled until the whole of the purchase money is paid.

8. All purchase moneys and interest under this Contract shall be paid to the National Trustees Executors & Agency Company of Australasia Limited at its office at Number ~~118~~ <sup>95</sup> Queen Street Melbourne.

9. The Vendor sells as Administrator with the Will annexed of the unadministered estate of Bridget Kelly deceased.

10. Time shall be considered of the essence of the Contract and of the conditions thereof.

11. The land sold is believed to be correctly described and no claim requisition nor objection shall be taken or made by the Purchaser with respect to area starting point boundaries or - - measurements appearing on the aforesaid title or Plan of Subdivision.

12. The Purchaser hereby warrants that she is not (a) an enemy alien (b) a naturalised person of enemy origin (c) a subject of a country in enemy occupation - within the meaning of the National Security (Land Transfer) Regulations of the Commonwealth of - - Australia and that the purchase by her under this contract does not contravene such Regulations. The Purchaser shall forthwith satisfy the Vendor as to her nationality and if required by the Vendor so to do will forthwith at her own expense apply to the Attorney-General for consent to purchase pursuant to such - Regulations.

13. (a) This Contract is conditional on any consent thereto which is necessary under the National Security (Economic Organization) Regulations being given by the Commonwealth Treasurer or his Delegate.

(b) The Purchaser shall within seven days from date hereof apply for the aforesaid consent and shall do all things necessary to enable such consent to be granted without delay.

(c) Should consent under the National Security (Economic Organization) Regulations be refused this Contract shall but subject as hereinafter provided be and become null and void and of no effect and the deposit money paid shall be returned to the Purchaser but without any interest, costs or damages of any description. Provided however that should such refusal be by reason of the sale price being considered excessive and should such consent be procurable to a sale at a lesser price then the Vendor may at its option elect to reduce the sale price to such lesser price in which event the Contract shall continue binding upon both parties at such lesser price but otherwise in all respects upon and subject to the conditions herein contained.

14. In the event of default being made by the Purchaser under this Contract and the Vendor as a result of such default cancels the Contract then the Vendor on being so requested by the Purchaser will refund to the Purchaser within three months of such request not less than eighty per centum of all purchase money paid to the Vendor under this Contract less:-

(a) Any rates or local Government charges and interest which have accrued not later than six months after the date of default and

(b) Any agent's commission on the sale and Solicitors' costs incurred by the Vendor in connection with such sale.

The Vendor's agreement to refund the portion of the purchase money referred to in this condition is subject to receipt of the Purchaser's request in writing to do so within ninety-one days of the date of the rescission of the Contract.

15. The said land is sold subject to the express condition that the Purchaser shall not at any time hereafter 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 except for the purpose of excavating for foundations of any building to be erected thereon and that a covenant to this effect shall be inserted in each transfer to the Purchaser and shall appear as an encumbrance on the Certificate of Title to be issued in pursuance thereof and run with the land.

16. No present nor future Moratorium nor Act law rule proclamation or regulation in the nature of a Moratorium either State or Commonwealth restricting the rights powers and remedies of the Vendor shall apply to this Contract and same are expressly excluded.

17. The Purchaser hereby takes over and assumes all liability (if any) for formation or construction of roads rights-of-way footpaths drains channels and fences appurtenant to the land sold and for all outgoings connected therewith and hereby indemnifies and shall keep the Vendor indemnified from all claims and liability in regard thereto.

18. The Purchaser shall comply with all orders (if any) relative to the destruction of vermin and noxious weeds on the aforesaid land, at her expense.

19. The Vendor's Solicitors are Messrs. McInerney Williams & Curtain of 90 Queen Street, Melbourne.

Pursuant to the provisions of the within Contract I hereby elect and agree to pay the residue of the purchase money without interest within one month from the day of sale.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

.....Purchaser.

Received from the within-named Purchaser the sum of

*Twenty eight pounds*  
*two shillings & six pence*

being the deposit within mentioned.

*as per receipt given*

DATED

*Jan*

19 *43*

.....Vendor's Agent.

DUTY  
STAMP