

DATED

1944.

MR. C. E. CARTER

Agent(s) for the Vendor(s)

MRS. E. MILNER+

to

MR. K. G. THOMSON

Purchaser(s)

1936

Copyright Particulars
Conditions and Contract
of Sale.

Published by

THE REAL ESTATE AND STOCK INSTITUTE
OF VICTORIA

2nd Floor, 60 Market Street, Melbourne.

The Real Estate and Stock Institute of Victoria
(COPYRIGHT)
PARTICULARS, CONDITIONS AND CONTRACT OF SALE
OF FREEHOLD PROPERTY

PARTICULARS

(a) Description as in Title (if plan necessary add — and being the land delineated and coloured.....on the plan endorsed on the back hereof).

All that piece of land being (a) Lots 8,9,10,11 & 12
on Plan of Subdivision No. 15580 lodged in Office of
Titles, and being part of Crown Portion 5
Parish of Ringwood County of Mornington and being
part of the land in Certificate of Title.
Volume 4035 Folio 806852.

(b) and (c)
complete to comply with the
requirements of Real Estate
Agents Acts.
If land sold for residential
or retail commercial purposes
or suitable and or intended
to be sold for such purposes
and no building suitable for
human occupation is erected
thereon.
Strike out (b) or (c) whichever
not required.

(b) and being part of a Subdivision known as " " the
Plan of which has been lodged in the Office of Titles and bears the registered
number.....15580 Or,

(c) There being no Plan of Subdivision affecting the said land lodged in the Office of
Titles.

(d) House or rights of way fix-
tures, etc.

Together with (d)

(e) Tenancies — Mortgages, etc.
(if any).

Subject to registered appurtenant easements (if any) and (e)

CONDITIONS

(f) Price in words.

1. The Purchase Price shall be (f) One Hundred and Eighty Pounds.
£180. 0. 0.

and the Purchaser shall pay to the Auctioneer or Vendor's agent on account
thereof a deposit in cash of £80. 0. 0. of which the sum of
£ 5. 0. 0. shall be paid on the signing hereof and the sum of
£75. 0. 0. within 14 days after the Government consent to the
sale has been obtained
shall pay the residue of the purchase money (g) by consecutive weekly
payments of 10/- together with interest at the rate of five
per centum per annum. Calculated on the balance of
the purchase money owing at the commencement of each
quarter.

(g) Complete terms of payment
of residue. Rate of interest
(if any). Time of commence-
ment and when payable.

2. The "1936 COPYRIGHT CONDITIONS OF SALE" and the Special Conditions endorsed hereon or attached hereto shall form part of this Contract.

CONTRACT

I/We the undersigned Charles Ernest Carter
of Main Street., RINGWOOD.

Agent(s) for the Vendor(s) whose name(s) address (es) and description(s) is/are

(h) Complete to comply with requirements of Real Estate Agents Act 1930.

(h) Name(s) in full Elizabeth Milner

Address(es) LANG LANG.

Description(s) Widow

hereby acknowledge that I/we have this day sold on the conditions hereinbefore mentioned the property comprised in the foregoing particulars to

Name(s) in full Kenneth Geoffrey Thomson

Address(es) 17 Stafford Street., FOOTSCRAY.

Description(s) Military Duties

(i) Price in words. for the sum of (i) One hundred and Eighty Pounds.

AND I/we the undersigned being the abovenamed Purchaser(s) do hereby acknowledge that I/we have this day purchased the said property for the price or sum above stated and I/we hereby agree to fulfil in all respects on my/our part the aforementioned Conditions of Sale.

All moneys falling due under this contract may be paid to the said Vendor or to

(j) Completion of this clause only necessary if land is offered for sale as suitable or intended wholly or mainly for residential or retail commercial trade purposes but on which no building suitable for human occupation is erected.

(j) Name in full

Address

Description

DATED this day of March, 1944.

Agent(s) for Vendor(s)

Purchaser(s)

Witness to Purchasers' execution of this Contract (k)

CONFIRMED VENDOR(S)

RECEIVED from the abovementioned Purchaser(s) the sum of £ 5. 0. 0.
being the deposit aforementioned.

DUTY
STAMP.

£2 or over, 2d.
£25 or over, 3d.

SPECIAL CONDITIONS.

1. The Purchaser shall be entitled to possession of the land sold or to the receipt of the rents and profits therefrom on acceptance in writing of the Vendor's title and payment of (a) full amount of the deposit.

2. The Purchaser of the land hereby sold will at the time of sale sign an acknowledgment under Section 51 of the Farmers' Debts Adjustment Act 1935 negating the operation of such Act in relation to the debt hereby created. In addition such Purchaser will if and when called upon by the Vendor so to do apply for and obtain a certificate of exemption under Section 13 of the said Act.

(a) Date of possession (if sold on terms. Add on payment of the deposit) if for cash. On payment in full of the purchase price. Other special conditions (if any), e.g.:

(1) If Crown Leasehold sold on Freehold basis.

(2) If Purchaser takes over amount owing in respect of road or footpath constructions and/or house connections.

(3) Necessary consents of Mortgagee, Lessee, etc., if required.

(4) If sold subject to finance or other Special Conditions.

SPECIAL CONDITIONS—continued.

3. The Purchaser warrants that (s)he is not a person to whom the sale of land is prohibited by the National Security (Land Transfer) Regulations made under the National Security Act 1939-1940 or whose purchase of land is, by the said Regulations, subject to the consent in writing of the Attorney-General and further warrants that (s)he is not acting in this purchase for or on behalf of an enemy alien naturalized person of enemy origin or a subject of a country in enemy occupation as those terms are defined by the said Regulations and that this purchase in no way infringes or contravenes the said Regulations or any of them—PROVIDED ALWAYS that if this purchase is one which requires the consent of the Attorney-General as aforesaid and such consent is obtained then this warranty shall not apply.

4. The Vendor and Purchaser shall within seven days from the date hereof comply with their obligations under the National Security (Economic Organisation) Regulations and apply for and do all things necessary to obtain the consent of the Commonwealth Treasurer to this transaction. Should the Treasurer require a valuation of the said land the Vendor shall obtain same ~~at his own expense~~ and forward it to the Treasurer within fourteen days from the date of the receipt of such request. In the event of such consent being refused this Contract shall be deemed to be of no effect and any purchase money paid shall be forthwith refunded to the Purchaser without any deduction. If such consent will only be given at a reduced purchase price the Vendor may at his option by notice in writing to the Purchaser within seven days from the receipt of such advice from the Treasurer either—

- (a) reduce the purchase price to the amount stipulated by the Treasurer; or
- (b) determine the Contract and refund to the Purchaser any purchase money already paid but without interest costs or damages.

Provided that if the consent is refused by reason of the neglect or default of the Purchaser the Vendor may (without prejudice to any other rights he may have under this Contract) retain the deposit and any other moneys paid by the Purchaser.

5. The Purchaser shall pay the Valuer's fee.

THE 1936 COPYRIGHT CONDITIONS OF SALE OF THE REAL ESTATE AND STOCK INSTITUTE OF VICTORIA.

Copyright No.

1. The Conditions and Special Conditions (if any) aforementioned shall be deemed part of and so far as inconsistent herewith, shall modify or supplement these Conditions, and subject to the aforesaid Conditions these Conditions and the Conditions in Table "A" of the Transfer of Land Act 1928 shall apply to this Contract if and to the extent that the Contract 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 to the extent that the Contract relates to land not under the operation of The Transfer of Land Act 1928 subject to the alterations and modifications thereof in the following Conditions.

2. If the Auctioneer or Agent receives the deposit or any part thereof he shall do so as agent for the Vendor and not as a stakeholder; and shall be at liberty subject to any claims which he may have against the Vendor to pay over the same to the Vendor without being liable to the Purchaser in any way.

3. Commonwealth Land Tax payable in connection with any land comprised in this Contract shall be deemed an outgoing in connection with such land and shall be adjusted accordingly provided always that nothing herein contained shall impose upon the Purchaser the liability for payment of any amount for Commonwealth Land Tax in excess of the amount the Purchaser would have been liable to pay if the land comprised in this Contract had been the only land owned by the Vendor for which the Vendor was liable to be assessed for Commonwealth Land Tax.

4. The following alterations and additions to the Conditions in Table "A" of the Transfer of Land Act 1928 and to the Conditions of Sale in the Property Law Act 1928 shall apply to this Contract, namely:—

The words "resume and retain possession of the land sold for his own use and benefit or" shall be inserted in Condition 5 (b) in the said Table "A" after the word "transfer" in the fifth line thereof and in Condition 6 (b) of the Conditions of Sale of the Property Law Act 1928 after the word "Assurance" in the fifth line thereof.

The words "or his transferees" shall be inserted in Condition 6 of the said Table "A" and in Condition 7 of the Conditions of Sale of the Property Law Act 1928 after the word "Purchaser" in the first lines respectively thereof.

The word "nominated" shall be substituted for the word "approved" in the third lines respectively of Condition 12 (a) of the said Table "A" and Condition 13 (a) of the Conditions of Sale of the Property Law Act 1928 and the words "at least forty-eight hours before the expiry date" shall be inserted in the said Conditions 12 (a) and 13 (a) after the word "vendor" in the fifth lines respectively thereof.

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

6. Should the Purchaser make default in payment of any instalment of the purchase money or other sum of money owing hereunder as and when due or in the performance or observance of any of these Conditions then after fourteen days' notice in writing having been given by the Vendor to the Purchaser to remedy such default and such default still continuing the whole of the purchase money and other moneys owing or for the time being remaining unpaid hereunder shall notwithstanding anything herein contained and without prejudice to any rights of the Vendor under any other condition hereof at the option of the Vendor become immediately due payable and recoverable.

7. The Purchaser hereby attorns and becomes tenant of the Vendor from week to week for and in respect of the property sold at a weekly rental equivalent to a proportionate amount of the interest and instalments of purchase money from time to time payable hereunder for a like period and the Vendor shall have all rights powers and authorities of a landlord under the provisions of the Landlord and Tenant Act 1928. Provided however and it is hereby agreed and declared that payment of the interest at the rate and on the days and in the manner hereinbefore provided shall be accepted in full satisfaction of the rent hereinbefore reserved.

8. Condition 15 of the said Table "A" and Condition 17 of the Conditions of Sale in the Property Law Act 1928 shall not apply to this Contract but if the land be offered by auction the following Conditions shall apply, namely:—

The highest bidder whose bid is accepted by the Auctioneer shall be the Purchaser but the Auctioneer may refuse any bid. No bidding shall be retracted. If any dispute arises respecting any bid the Auctioneer shall at his option either decide whose was the last bid or submit the property again at the last undisputed bid. The Vendor reserves the right of making one bid either personally or by an Agent or of withdrawing the property from sale.

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

26th February, - 44.

Mrs. E. Wilner

LANG LANG.

Dear Madam,

I have sold lot 7 on Plan Of Subdivision
Nelson St, Ringwood, for £60.

I suppose that Mr. Rhoden has the Title
and that I will be able to get the particulars of Title
from him.

I will be sending the papers for your
signature next week.

Yours faithfully,

29th February, = 44.

Mrs. Milner

LANG LANG.

Dear Madam,

I have had an offer of £180 for lots 8,9, 10, 11 & 12, on the following terms:

£80. Deposit, Balance 10/- weekly, over a period of three years, and balance at the end of three years. Interest on balance calculated quarterly at 5%.

I think this is a good offer. Kindly let me know as soon as possible if it is acceptable to you.

Yours faithfully,

45/10 5
1408
1323
2961
1474

John P. Rhoden
Solicitor

TELEPHONES M 2401
M 2402
PRIVATE . . FU 5287

E. I. & A. Bank Buildings
376-380 Collins Street
Melbourne, C.1

And at Dandenong, Pakenham
and Moorabie
20th March 1944.

C. E. Carter Esq.,
Estate Agent,
Main Street,
RINGWOOD.

Dear Sir,

re Milner to Thomson and
Jordan and Willard

Herewith I enclose Contracts of Sale and Form 5's.
Please obtain the Shire Valuation from the Shire Office and
complete Form 5. Please also let me know if the Purchasers
have any solicitors acting for them.

Yours faithfully,

John P. Rhoden

Enc.

21st. March, = 44.

Mr. K. G. Thomson
17 Stafford Street.,
FOOTSCRAY.

Dear Sir,

Re You from Mrs. Milner

Herewith Please find Contract of Sale
and application for consent to purchase land.

Please sign and return to me as early as
possible.

Yours faithfully,

Encl.

21st. March,

= 44.

Mrs. L. R. Jordan
17 Stanlake Street.,
FOOTSCRAY.

You from Mrs. Milner

Dear Madam ~~Jordan~~ ~~Jordan~~,

Herewith please find Contract of Sale
and application for consent to Purchase land.

Please sign and return to me as early as
possible.

Yours faithfully,

MARTIN & MARTIN

Solicitors, &c.

J. McDONALD MARTIN

TELEPHONES M.U. 2433
M.W. 2156 (FOOTSCRAY)

PROVIDENT LIFE BUILDING (10TH FLOOR)

37 QUEEN STREET, MELBOURNE, C.1.

AND AT FOOTSCRAY, W.11

Melbourne, 29th March 1944.

C.E. Carter, Esq.,
Estate Agent,
RINGWOOD.

Dear Sir,

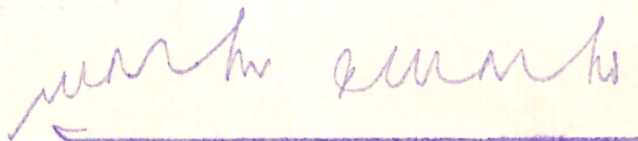
re Thompson from Milner

Mr. Thompson has asked us to act for him in connection with this matter, and has left the Contract of Sale with us.

A search at the Titles Office shows that the title is in the name of Florence Mabel Wilkins. We presume that Mrs. Milner is purchasing from her under a Contract of Sale. In cases where the purchase money is to be paid in cash, no difficulty arises by reason of the fact that the vendor is not the registered proprietor. In a case of a sale on terms however, there is the risk that, although the sub-purchaser may make his payments in accordance with the contract to the purchaser, yet the purchaser may default in her payments to the head vendor. Before our client signs the contract, we desire to see the contract of sale between Mrs. Wilkins and Mrs. Milner, and to know how much is owing under it for balance of purchase money. We certainly think that until Mrs. Milner's purchase money has been paid to her vendor, that the payments to become due by Mr. Thompson should be made direct to Mrs. Wilkins.

We shall be glad if you can let us have a reply as early as possible, as Mr. Thompson is at present home on leave from military service, but will be returning very shortly. Please also let us know whether you obtained his signature to form 7.

Yours truly,



23rd. day,

= 44.

M/s. Jordan & Willard
17 Stanlake Street.,
FOOTSCRAY.

Dear Madam,

Re sale from Mrs. Milner

I wish to advise that, the Delegate of the
Treasurer has given his consent to this sale.

Yours faithfully,

.....

7th June,

8 44.

Mr. J. P. Rhoden
376 Colling Street.,
MELBOURNE. C.I.

Dear Sir,

Re Mrs. Milner

lot 7. The consent has been obtained for the sale of

I have notified Mrs. Jordan the purchaser, & she has replied, making an appointment for tomorrow the 8th inst.

Re lots 2, 9, 10, 11 & 12; The prospective Purchaser's Solicitors I understand, have seen you re the Title. I am waiting for them to send back the signed Contract if satisfactory.

Yours faithfully,

.....

8th June, 14.

Mr. J. P. Rhoden
Solicitor,
376 Collins Street.,
MELBOURNE. C.I.

Dear Sir,

Re Mrs. Milner

Enclosed please find Contract of Sale of 10
7 Nelson Street, Ringwood, which has been approved by the
Delegate of the Treasurer

Mrs. Jordan is to call on you to complete
the transaction.

Yours faithfully,

Encl. 1.

.....

John P. Rhoden
Solicitor

TELEPHONES MU7401
MU7402

PRIVATE . . FU 5287

C. E. Carter Esq.,
Estate Agent,
RINGWOOD.

Dear Sir,

re Milner & Thompson

Please forward me the Contract of Sale signed by
Mrs. Milner so that I can exchange parts with the Solicitors
for the Purchaser.

Yours faithfully,

E. I. & A. Bank Buildings
376-380 Collins Street
Melbourne, C. 1

And at Dandenong, Pakenham
and Moorabbin
3rd July 1944.

[Handwritten signature]

5th July,

= 44.

Mr. J. P. Rhoden
• 376 Collins Street.,
MELBOURNE. C.1.

Dear Sir,

Re Wilner to Thompson

Re yours of the 3rd. inst. I am enclosing
Contract of Sale, also Forms 4,5 & 7.

Mr. Thompson had asked me to send on the
Contract of Sale to Messrs. Martin & Martin for perusal
before he paid his Deposit, so up to date no deposit has
been paid.

Yours faithfully,

Encl.

.....

John P. Rhoden

Solicitor

TELEPHONES MU7401
MU7402

PRIVATE - - FU 5287

C. P. Carter Esq.,
Estate Agent,
RINGWOOD.

E. I. & A. Bank Buildings

376-380 Collins Street

Melbourne, C. 1

And at Dandenong, Pakenham

and Moorcroft

4th September 1944

Dear Sir,

re Milner and Thomson

This Contract has been consented to. Please
let me know if there is any account due to you by Mrs. Milner..

Yours faithfully,

