

DATED

193 7.

Lot 4

M. F. C. E. CARTER

WITH

M. C. E. LANCASTER

Contract of Sale of Land.

Abbott Beckett Stillman & Gray,
440 Chancery Lane,
Melbourne,
Solicitors.

THE
1931
COPYRIGHT
CONTRACT OF SALE

CONTRACT OF SALE of Land

Copyright No. 20996.

Vendor's Agent.

I/~~We~~ the undersigned C. E. CARTER of Ringwood

Agent(s) for the Vendor(s) whose name(s) address(es) and description(s) are as follows

Name(s)— CHARLES ANDERTON LANCASTER
Address(es)— 40 Campbell Street Deepdene
Description(s)— Orchardist

If more than one person, supply the particulars as to each.

~~or I/We the undersigned Vendor(s)~~

Vendor. Name(s)
Address(es)
Description(s)

Purchaser(s). hereby acknowledge that I/We have this day sold upon the terms hereinafter contained to

of

Particulars of land.

All that piece of land ~~being~~ having a frontage of fifteen feet two inches to Mitcham Road Mitcham by a depth of One hundred and thirtyone feet eight and a half inches (be the said measurements a little more or less) being part of Crown Portion One hundred and twentyfive at Mitcham Parish of Nunawading County of Bourke and being the untransferred part of the land more particularly described in Certificate of Title Volume 2394 Folio 478758.

If the 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 it is necessary either to complete Column A. and strike out Column B. or else strike out Column A. & leave Column B.

Strike out Column A. if the land is not under the operation of the Transfer of Land Act 1928.

If the land is not of the class described strike out both columns.

COLUMN A.

COLUMN B.

~~and being part of the (insert name, if any)~~

"

~~" subdivision more particularly described in the plan of subdivision which has been deposited in the Office of Titles Melbourne, and is Numbered _____~~

and in respect of which land no plan of subdivision has been deposited in the office of Titles Melbourne.

Particulars of House or rights of way, etc.

~~Together with~~

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

~~Subject to~~

Price. for the sum of

This clause is necessary only if the 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.

All moneys falling due under this contract may be paid to the *within-named Vendor(s)*

or to {

Name— **Abbott Beckett Stillman & Gray**

Address— **440 Chancery Lane Melbourne**

Description— **Solicitors for the Vendor.**

The "1931 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 fourth of the total amount of the purchase money on the signing hereof;**
- (b) the residue **by twelve even and equal consecutive quarterly instalments the first whereof shall be paid at the expiration of three months from the date hereof**

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

and I/we agree to pay interest on **so much of the purchase money as shall remain owing at the commencement of each successive quarter at the rate of Five pounds per centum per annum such interest to be computed from the date of possession and paid quarterly from the date hereof.**

DATED this _____ day of _____ 193 **7.**

per _____ VENDOR(S)
or Vendor's
Agent as the case may be.

_____ PURCHASER(S).

A witness is necessary only if the 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.

Witness to the execution of the purchaser(s).

Duty Stamp

RECEIVED from the within-named purchaser the sum of

being the deposit within mentioned

DATED 193 **7.**

A copy of the "1931 Copyright Conditions of Sale" above mentioned appears 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 sells as Mortgagee under Instrument of Mortgage registered No. 603301.
2. The Purchaser shall be at liberty to pay the whole of the residue of the purchase money within thirty days from the date hereof without interest and in the event of his electing so to do he shall not be entitled to possession of the property sold until such payment.
3. The Purchaser shall also be at liberty to pay the whole of the residue of purchase money remaining unpaid on any of the said quarter days with interest thereon to the date of such payment only.
4. For the consideration aforesaid the abovenamed Purchaser DOETH HEREBY - ATTORN and become tenant from quarter to quarter to the Vendor for and in respect of the property hereby contracted to be sold commencing from the date hereof at the rent equivalent to the amount of interest payable hereunder to be paid on the days and in manner hereinbefore provided for payment of interest PROVIDED ALWAYS that payment of the said interest on the days and in manner hereinbefore provided shall be deemed to be payment of the rent hereinbefore reserved in respect of the above attornment PROVIDED ALWAYS and IT IS HEREBY AGREED AND DECLARED that if the Purchaser shall make default in payment of the rent payable hereunder or any part thereof and such default shall continue for fourteen days after any of the said days on which such rent or any part thereof shall become payable then or at any time thereafter it shall be lawful for the Vendor upon leaving seven days previous notice on the said land or any part thereof or with the Purchaser in that behalf to determine the tenancy created by the aforesaid attornment and upon the expiration of the said notice to recover possession of the said land under the provisions of the Landlord & Tenant Act 1928 or of any other Act or Acts from time to time in force in the State of Victoria in that behalf or irrespective of such Act to enter in and upon and take possession of the said land and all persons to expel and eject therefrom anything herein contained to the contrary notwithstanding.

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

The 1931 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. DEPOSIT money received at an auction by the auctioneer of the vendor shall be deemed to have been so received as agent for the vendor.

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

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