

DATED

May 21

1941.

M.....

WITH

Mr. C. E. CARTER.....

Contract of Sale of Land

MCLaughlin Eaves & Johnston
Solicitors,
440 Little Collins Street,
Melbourne. C.1



CONTRACT OF SALE of Land

Copyright No. 34447.

Vendor's Agent (if any)

We the undersigned **McLaughlin Eaves & Johnston --**
of **440 Little Collins Street, Melbourne, Solicitors --**

If no agent, strike out "Agent for."

Agent for (Vendor's name) **the various Vendors --**

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

of (Vendor's address)

(Vendor's description)

Purchaser.

hereby acknowledge that I/we have this day sold, upon the terms hereinafter contained, to

CHARLES ERNEST CARTER --

of **Main Street, Ringwood, Real Estate Agent --**

Particulars:

All that piece of land being **Lot Eighteen, corner of Elm and Birch Street, Bayswater, Lot Five, Mountain View Road, Fern Tree Gully, Lot Thirteen, corner of Wattle Avenue and Birch Street Bayswater, Lot One, corner Bedford Road and Alvena Crescent, Lot Twenty-six, Corner Bedford and Canterbury Roads --**

House or rights of way, etc.

~~Together with~~

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

Subject to **all registered appurtenant easements (if any) --**

Price.

for the sum of **FIFTY POUNDS -----**

The "1940 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 **Five Pounds on the signing hereof --**

(b) the residue **as and when the respective Titles are available and Transfers can be duly executed and delivered to the Purchaser --**

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

and I/we agree to pay interest on

* * * * *

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.

The land sold is 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 _____

~~No plan of subdivision has been deposited in the Office of Titles, Melbourne, in respect of the land sold.~~

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

If the land is of the class described, it is necessary to complete these four lines.

- Name— **McLaughlin Eaves & Johnston,**
- Address— **440 Little Collins Street, Melbourne,**
- Description— **Solicitors --**
- Witness to the execution of the contract by the purchaser : G. Hodge

* * * * *

Dated this 21st day of **May,** 194 **1.**

(VENDOR(S)
or Vendors
Agent as the
case may be

Charles E. Eaves PURCHASER

RECEIVED from the within-named purchaser the sum of _____ being the deposit within-mentioned.

DATED the _____ 194

Duty Stamp

If it is a "cash sale", insert condition that possession can be obtained only on completion.

Other special conditions (if any.)

SPECIAL CONDITIONS (if any)

1. The Purchase money of £50.0.0 shall be deemed to have been made up as follows:

| | |
|---------------------------|------------|
| Purchase price for Lot 18 | £15. 0. 0 |
| " " " " 5 | 5. 0. 0 |
| " " " " 30 | 15. 0. 0 |
| " " " " Lots 1 & 26 | 15. 0. 0 |
| | <hr/> |
| | £ 50. 0. 0 |
| | <hr/> |

2. The Purchaser shall be entitled to a transfer to himself of Lots One and Twenty-six aforesaid on payment of the sum of ~~£30.0.0~~ ^{£15} in cash. *W.H.*
3. The Purchaser has nominated as the purchaser of Lot Eighteen Daunt Harris Shimmen of No.16 Elizabeth Street, Yarraville, Traveller to whom a Transfer direct shall be executed by the registered proprietor.
4. The Purchaser has nominated the said Daunt Harris Shimmen as the purchaser of Lot Thirty aforesaid to whom a Transfer -- shall be executed direct from the registered proprietor.
5. The Purchaser shall pay or cause to be paid the full purchase price for each of the aforesaid Lots within fourteen days from the time when he is notified that Transfer is executed and ready for delivery.

The 1940 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. SO long as any purchase or other moneys remain owing by the purchaser to the vendor, the vendor may twice yearly enter upon the land and improvements sold and view the state of repair thereof.

6. UPON any resale under the provisions of clause 5 of the Conditions of Sale in Table A of the *Transfer of Land Act* or (as the case may be) under the provisions of clause 6 of the Conditions of Sale in the 4th Schedule to the *Property Law Act 1928*, the vendor shall be entitled to apply in or towards satisfaction of any deficiency on the resale all instalments of purchase money which the purchaser may have paid.

The notice mentioned in the said clauses may be given to the purchaser or posted to him at his address appearing in the contract.

(continued next page)

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

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(continued from previous page)

7. 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 set forth in the said statutory conditions or otherwise vested in him, be entitled fourteen days after notice (given to the purchaser or posted to him at his address appearing in the contract) of his intention so to do to rescind the contract, forfeit the deposit money paid by the purchaser and take and recover possession of the said land forthwith and

(a) retain the said land for his own use and benefit and sue the purchaser for damages for breach of the said contract ; and pending the determination of the amount to which the vendor shall be entitled for damages as aforesaid, retain all instalments of purchase money paid by the purchaser ; or

(b) at his option resell the said land either by public auction or by private contract and all expenses of and incidental to such resale and the deficiency (if any) in price occasioned by such resale shall forthwith be paid to the vendor by the purchaser in default on this present sale as liquidated damages, and it shall not be necessary previously to tender a transfer to the purchaser, and in case of non-payment the vendor may deduct and retain the said deficiency and expenses out of the amount of any instalments which the purchaser in default may have paid, repaying to him within seven days of the resale the residue of such amount but without any interest.

8. 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.

9. 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.

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