

DATED

1934

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M. THE ENGLISH SCOTTISH AND  
AUSTRALIAN BANK LIMITED

WITH

M.....

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## Contract of Sale of Land.

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2110  
TREVOR MORRIS,.....

380 Collins Street,.....

MELBOURNE. C.1...... Solicitor for Vendor.

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# CONTRACT OF SALE of Land

Copyright No. 20996.

Vendor's Agent.

I/We the undersigned C. E. Carter of Ringwood, Auctioneer,

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

Name(s) The English Scottish and Australian Bank Limited,

Address(es) Collins Street, Melbourne,

Description(s) Banking Company

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~~ containing 31 acres 3 roods 19 perches and one half of a perch or thereabouts being part of Crown Allotments 27c and 31B Parish of Warrandyte County of Evelyn and being the land comprised in Certificate of Title Vol 3447 Fol 689325

*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.*

COLUMN A.

COLUMN B.

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

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

“ subdivision more particularly

described in the plan of subdivision which has been deposited in the Office of Titles Melbourne, and is numbered\_\_\_\_\_

*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.*

Particulars of House or rights of way, etc.

Together with all improvements thereon

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 The English Scottish and Australian Bank Limited,

Address Ringwood,

Description Banking Company

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 in cash of Five hundred pounds upon the signing hereof

(b) the residue by yearly instalments of One hundred pounds payable on or before the day of in each of the years 1935, 1936, 1937 and 1938 and the balance of purchase money then owing on or before the day of 1939,

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

and I/we agree to pay interest on the balance of purchase money owing from time to time at the rate of £5 per centum per annum from the date of acceptance of title and payable on the 30th day of June and the 31st day of December in each year during the currency of this contract

DATED this day of 1934.

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).

RECEIVED from the within-named purchaser the sum of

being the deposit within mentioned

DATED

193

Duty  
Stamp.

A copy of the "1931 Copyright Conditions of Sale" above mentioned appears on the third page hereof.

## SPECIAL CONDITIONS (if any)

1. The Vendor sells as Mortgagee under Instrument of Mortgage registered No. 396619.
2. The Certificate of Title to the said property may be inspected at the Office of the Vendor's Solicitor Trevor Morris of 380 Collins Street, Melbourne.
3. The Purchaser has the right to pay off the whole or any part of the balance of purchase money owing in addition to the said instalments at any time and interest on the amounts so paid shall thereupon cease

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.*

Copyright  
No. 20996.

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.