

DATED

194 4

M<sup>ISS</sup> E. M. McINTYRE

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WITH

M<sup>R. R. M.</sup> CLEMENTS

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## Contract of Sale of Land

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PAVEY WILSON & COHEN,  
360 Collins Street,  
Melbourne

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# CONTRACT OF SALE of Land

Copyright No. 34447.

Vendor's Agent (if any).

I/~~We~~ the undersigned **C. E. CARTER**

of **Ringwood Estate Agent** as

If no agent, strike out "Agent for."

Agent for (Vendor's Name) **ETHEL MARGARET McINTYRE**

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

of (Vendor's address)

**9A Empress Road East St. Kilda Spinster**

(Vendor's description)

Purchaser

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

**RICHARD MARK CLEMENTS**

of **Yea, Farmer**

Particulars.

~~that~~ **those** pieces of land being **Lots 10 and 11 on Plan of Subdivision No. 8305 lodged in the Office of Titles and being part of Crown Allotment Thirty-six Parish of Ringwood County of Mornington being the whole of the lands more particularly described in Certificates of Title entered in the Register Book Volume 4848 Folio 969462 and Volume 5124 Folio 1024610 respectively**

House or rights of way, etc.

Together with **all buildings and improvements erected thereon**

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

Subject to **all registered easements affecting the same**

Price.

for the sum of

**FIVE HUNDRED AND ~~SIXTY FIVE~~ POUNDS**

*Twentytwo R. C.*

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 **TWENTY FIVE POUNDS** on or before the signing hereof and

(b) the residue viz:- the sum of <sup>Five hundred & ninety five</sup> ~~FIVE HUNDRED AND FORTY~~ POUNDS within 30 days from the date hereof or within 7 days from the date upon which the consent of the Treasurer of the Commonwealth of Australia under National Security (Economic Organization) Regulations is received whichever is the later

and I/we agree to pay interest on

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

\* \* \* \* \*

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 8305

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

with the exception of the deposit which shall be paid to the Agent 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— Messrs. Pavey Wilson & Cohen
- Address— of 360 Collins Street Melbourne
- Description— Solicitors
- Witness to the execution of the contract by the purchaser :

\* \* \* \* \*

Dated this 31<sup>st</sup> day of March 194 4

Ethel. M. M<sup>rs</sup> Intyre ) VENDOR(S)  
or Vendors  
Agent as the  
case may be

R. Clements PURCHASER

RECEIVED from the within-named purchaser the sum of **Twenty-five pounds** being the deposit within-mentioned. *as per receipt given*

DATED the \_\_\_\_\_ 194 4

Duty Stamp

## SPECIAL CONDITIONS

1. THE Purchaser shall be entitled to vacant possession of the land hereby contracted to be sold upon acceptance in writing of the Vendor's Title and upon payment of the aforesaid deposit of Twenty-five pounds.
2. THE Purchaser shall admit the identity of the land hereby contracted to be sold as fenced and occupied with that described in the aforesaid Certificates of Title and no objection or requisition shall be made and no compensation claimed for any discrepancy between the actual boundaries area measurements or position of the said land as fenced and occupied and the same as shewn or described in the said Certificates of Title.
3. THIS Contract of Sale is entered into upon the Condition that the Purchaser is not a person who is prohibited by or under the National Security (Land Transfer) Regulations from purchasing the land. If the Purchaser is so prohibited this Contract shall not be binding on the Vendor but the Purchaser shall not be entitled to the return of any moneys paid by him hereunder.
4. THIS Contract of Sale is expressly subject to the consent of the Treasurer of the Commonwealth of Australia as required by the National Security (Economic Organization) Regulations and the Purchaser will simultaneously with the signing of this Contract complete sign and deliver to the Vendor or her Solicitors Form 7 under such Regulations. On receipt of Form 7 the Vendor will forthwith lodge the same and furnish such particulars as may be requisite including a Valuation of the subject land by an Approved Valuer for the purpose of obtaining the said consent. The cost of such application for consent and the fee for such Valuation shall be borne by the Purchaser. In the event of the Purchaser failing to furnish such information as the Treasurer may require within seven days after notice in writing has been given to the Purchaser then the Vendor shall have the option of rescinding this Contract and upon any such rescission the deposit money paid as aforesaid shall be forfeited to the Vendor.
5. IF the Treasurer does not approve of the purchase at the price stated in this Contract but within three months after the date hereof informs the Vendor or the Purchaser that he will consent to the purchase at a reduced price then the Vendor within seven days after being so informed may by notice in writing to the Purchaser declare that that reduced price shall be substituted for the price stated in this Contract and thereupon the Purchaser shall be bound by the Contract as if that reduced price had been stated in it as the price. But if the Vendor does not exercise this right within seven days after being informed of the Treasurer's willingness to consent to the sale at the reduced price the Contract shall not have any effect between the parties and all moneys paid by the Purchaser under the Contract shall be repaid to him after deduction of any costs incurred by the Vendor in obtaining the removal of any Caveat which the Purchaser may have lodged in the Office of Titles.
6. THE Vendor's Solicitors are Messrs. Pavey Wilson & Cohen of 360 Collins Street Melbourne.

CABLES AND TELEGRAMS—  
"SOBARCARIA" MELBOURNE.  
CODE—BENTLEY'S

TEL. M 2511  
4 LINES



HAROLD EDWARD COHEN.  
STANLEY HOBART WILSON.—  
EUSTACE M. FLANNAGAN  
GEOFFREY COHEN.  
JOHN S. CATMORE.

*Collins House.*  
*360 Collins Street.*  
*Melbourne* 30th March 19 44

C.I.

IN YOUR REPLY  
PLEASE QUOTE

FF

YOUR REFERENCE

JK.GC

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

Dear Sir,

re McIntyre to Clements

We refer to recent discussions with you herein and now forward herewith under instructions received from our client a form of Contract of Sale in respect of the property situate Bayswater Road Bayswater, for signature by the Purchaser and return to ourselves with Form 7 National Security (Economic Organization) Regulations.

The required Valuation has already been made by Mr. V.W. Page of Boronia and we are obtaining our client's execution of the other copy of the Contract of Sale in order that there will be no delay in lodging the formal Application with the Delegate of the Treasurer for consent under the above Regulations.

Yours truly,

ENCLO. 1.

2000  
1000  
2000  
1000  
1000

=====

1st. April,

= 44.

Messrs. Pavey, Wilson & Cohen  
Solicitors,  
360 Collins Street.,  
MELBOURNE. C.I.

Dear Sirs,

Re Mc Intyre to Clements

I am enclosing Contract of Sale herewith,  
and will be glad to receive a copy for my client.

Yours faithfully,

Encl.

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CABLES AND TELEGRAMS—  
"SOBARCARIA" MELBOURNE.  
CODE—BENTLEY'S

TEL. M 2511  
3 LINES



*Collins House.*  
*360 Collins Street.*  
*Melbourne* 3rd April 19 44

C.I.

HAROLD EDWARD COHEN.  
~~STANLEY HOBART WILSON~~  
EUSTACE M. FLANNAGAN.  
GEOFFREY COHEN.  
JOHN S. CATAMORE.

IN YOUR REPLY  
PLEASE QUOTE

FF

YOUR REFERENCE

JK.GC

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

Dear Sir,

re McIntyre to Clements

We have to acknowledge receipt of your letter of the 1st inst. enclosing Contract of Sale herein duly signed by the Purchaser and as requested now forward herewith the other copy of such Contract signed by our client as Vendor.

For your information we desire to advise that the necessary application for the Treasurer's consent to the transaction has this day been lodged with the Delegate.

Yours truly,

*Pavey Wilson & Co*

ENCLO. 1.