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CARTER

• Estate Agents • Auctioneers • Valuers • Property Managers

EXPERIENCE ABILITY INTEGRITY

Directors:

Richard Carter BEc FREI FAPI
Licensed Estate Agent

William Lyall B.Bus (Prop)
Licensed Estate Agent

Neil Rhodes Adv Dip Bus (Acct)
Licensed Estate Agent

Kathleen Carter

Dated	1933	
Parties	A. G. H. ATKINSON [blank]	Vendor Purchaser
Price	£[blank]	
Property	Lot 1 Plan of Subdivision 9659 Part of Crown Allotment 82A; and Part of Crown Portion 81 Parish of Nunawading Certificate of Title Volume 3790 Folio 757905 Together with dwellinghouse erected thereon & together with the Lanyon Incubator, Hand Chaff Cutter, Grain Crusher, Brooders and plant now used in connection with business of a poultry keeper	
Deposit	£250 Balance by quarterly payments of £25 over 6 years, then full remaining balance Interest 5½% to be paid quarterly	
Agent	C E Carter	
Comment	Purchaser may pay off the whole or part of purchase money together with all interest due at any time Whilst money remains owing, Purchaser shall carry on poultry business in "a proper & workmanlike manner" ... Vendor shall not be called upon to discharge existing mortgage until payment of full purchase price While purchase money remains owing, Purchaser will keep plant in good order & will not part with any Unsigned draft auction contract	

DATED

193 3

Mr. A. G. H. ATKINSON.....

WITH

M.....

Contract of Sale of Land.

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

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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) **A.G.H. ATKINSON**

Address(es) **Whitehorse Road Blackburn**

Description(s) **Poultry Keeper**

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 **Lot 1 on Plan of Subdivision No. 9659** being part of **Crown Allotment 82A** and part of **Crown Portion 81 at Blackburn Parish of Nunawading County of Bourke** being part of the land more particularly described in **Certificate of Title** entered in the **Register Book Volume 3790 Folio 757905**.

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.

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_____

COLUMN B.

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 the **Dwellinghouse** erected thereon and Together with the **Lanyon Incubator, Hand Chaff Cutter, Grain Crusher, Brooders** and plant now used in connection with the business of a poultry keeper carried on on the said land.

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

Subject to **the existing Mortgages thereon, and to the drainage easement six feet wide running along the Western boundary of the said land.**

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).

on to { Name— Abbott Beckett Stillman & Gray
Address— 440 Chancery Lane Melbourne
Description— Solicitors

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 £250 on the signing hereof

(b) the residue by regular consecutive quarterly instalments of £25 each commencing three months from the date hereof and continuing until the expiration of six years from the date hereof when the balance of purchase money then remaining unpaid shall become due and payable,

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

and I/we agree to pay interest on the balance of purchase money from time to time unpaid at the rate of £5/10/- per centum per annum calculated from the date the Purchaser becomes entitled to possession and payable quarterly with the said instalments of purchase money.

DATED this day of 193 3.

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

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

SPECIAL CONDITIONS (if any)

1. The Purchaser shall be at liberty to increase the amount of the said quarterly instalments and shall have the right to pay the balance of purchase money at any time prior to the expiration of the said period of six years and interest shall be charged to the date of payment - only.
2. The Purchaser shall be entitled to possession of the property sold on payment of the said deposit and acceptance in writing of the Title to the said property.
3. The Purchaser shall whilst any money remains owing hereunder carry on in a proper and workmanlike manner the business of a Poultry Farmer at present carried on on the said land and will keep the premises clean and sanitary in all respects and will comply with all orders and directions that may from time to time be given under the provisions of the Health Acts or Local Government Acts or any other Act of Parliament relating to the carrying on of the business of a Poultry Farmer or any Inspector or Officer acting under the said Acts or any of them.
4. The Vendor shall not be called upon to discharge the existing Mortgages on the property until payment in full of the purchase money payable hereunder.
5. Whilst any purchase money remains owing hereunder the Purchaser will keep in good order and condition the plant used in connection with the business and included in the sale and will not part with the possession of any of the said plant except the same are replaced by articles of a like kind and of equal value and will at all times keep on the premises at least 300 birds. A detailed list of such plant shall be taken at the time of giving possession and signed by the Vendor and Purchaser.

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

Copyright No. 20996.

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.