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REIV Member

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CARTER

• Estate Agents • Auctioneers • Valuers • Property Managers

EXPERIENCE ABILITY INTEGRITY

18620

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

18620

Dated	(June 1946)	
Parties	Eleanor Florence BELLCHAMBERS Harold Wildridge SUTHERLAND	Vendor Purchaser
Price	£90	
Property	Lot 114 Plan of Subdivision 7884 Part of Crown Allotment 29 Parish of Warrandyte Certificate of Title Volume 6749 Folio 1349666	
Deposit	£5 Residue within 14 days of government consent for sale	
Agent	C E Carter	
Comment	Copy of 1923 Contract of Sale of this property to "Lena F. Bell-Chamber" (Agent : Keogh & King) Sundry correspondence (solicitor, CEC account, etc.)	



**THE REAL ESTATE AND STOCK
INSTITUTE OF VICTORIA**

CONTRACT OF SALE

(COPYRIGHT)

Vendor: **MRS. E.F.BELLCHAMBERS**

Purchaser: **MR. H.W.SUTHERLAND**

Property: **Munro Street.,
Ringwood.**

Date **C.E. CARTER
ESTATE AGENT,
RINGWOOD.**

Agent:

PLAN OF LAND

2. The "1946 COPYRIGHT CONDITIONS OF SALE" and the Special Conditions endorsed hereon or attached hereto shall form part of this Contract.

CONTRACT

I/We the undersigned **Charles Ernest Carter**
of **Main Street., RINGWOOD.**

Agent(s) for the Vendor(s) whose name(s) address(es) and description(s) is/are

(h) See notes
and (c) above.

(b) (h) Name(s) in full **Eleanor Florence Bellchambers**

Address(es) **Munro Street., RINGWOOD.**

Description(s)

hereby acknowledge that I/we have this day sold for the price and on the conditions hereinbefore mentioned the property comprised in the foregoing particulars to

Name(s) in full **Harold Wildridge Sutherland**

Address(es) **45 Hawthorn Grove., HAWTHORN.**

Description(s) **Soldier**

AND I/we the undersigned being the abovenamed Purchaser(s) do hereby acknowledge that I/we have this day purchased the said property for the price hereinbefore stated and I/we hereby agree to fulfil in all respects on my/our part the aforementioned Conditions of Sale.

All moneys falling due under this contract may be paid to the said Vendor or to

(i) See notes
and (c) above.

(b) (i) Name in full

Address

Description

DATED this _____ day of **June,** **19 46.**

Agent(s) for Vendor(s)

[Signature]

Purchaser(s)

(j) See notes
and (c) above.

(b)

[Signature]

Witness to Purchasers'
execution of this Contract (j)

CONFIRMED *E. F. Bellchambers.* + VENDOR(S)

(k) If this is com-
pleted a duty stamp
must be affixed.

(k) RECEIVED from the abovementioned Purchaser(s) the sum of £ 5. 0. 0.
being the deposit aforementioned. as per receipt given

DUTY
STAMP.

£2 or over, 2d.
£25 or over, 3d.

**THE 1946 COPYRIGHT CONDITIONS OF SALE OF THE REAL ESTATE AND STOCK INSTITUTE OF
VICTORIA.**

Copyright No.

1. The Conditions and Special Conditions (if any) aforementioned shall be deemed part of and so far as inconsistent herewith, shall modify or supplement these Conditions, and subject to the aforesaid Conditions these Conditions and the Conditions in Table "A" of the Transfer of Land Act 1928 shall apply to this Contract if and to the extent that the Contract 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 to the extent that the Contract relates to land not under the operation of The Transfer of Land Act 1928 subject to the alterations and modifications thereof in the following Conditions.

2. If the Auctioneer or Agent receives the deposit or any part thereof he shall do so as agent for the Vendor and not as a stakeholder; and shall be at liberty subject to any claims which he may have against the Vendor to pay over the same to the Vendor without being liable to the Purchaser in any way.

3. Commonwealth Land Tax payable in connection with any land comprised in this Contract shall be deemed an outgoing in connection with such land and shall be adjusted accordingly provided always that nothing herein contained shall impose upon the Purchaser the liability for payment of any amount for Commonwealth Land Tax in excess of the amount the Purchaser would have been liable to pay if the land comprised in this Contract had been the only land owned by the Vendor for which the Vendor was liable to be assessed for Commonwealth Land Tax.

4. The following alterations and additions to the Conditions in Table "A" of the Transfer of Land Act 1928 and to the Conditions of Sale in the Property Law Act 1928 shall apply to this Contract, namely:—

The words "resume and retain possession of the land sold for his own use and benefit or" shall be inserted in Condition 5 (b) in the said Table "A" after the word "transfer" in the fifth line thereof and in Condition 6 (b) of the Conditions of Sale of the Property Law Act 1928 after the word "Assurance" in the fifth line thereof.

The words "or his transferees" shall be inserted in Condition 6 of the said Table "A" and in Condition 7 of the Conditions of Sale of the Property Law Act 1928 after the word "Purchaser" in the first lines respectively thereof.

The word "nominated" shall be substituted for the word "approved" in the third lines respectively of Condition 12 (a) of the said Table "A" and Condition 13 (a) of the Conditions of Sale of the Property Law Act 1928 and the words "at least forty-eight hours before the expiry date" shall be inserted in the said Conditions 12 (a) and 13 (a) after the word "vendor" in the fifth lines respectively thereof.

5. The Vendor shall be at liberty without waiving or rescinding this Contract or these Conditions and notwithstanding anything herein contained to recover from the Purchaser any unpaid instalments of purchase money and/or interest as soon as the same respectively shall be due and owing as if each instalment of purchase money and each instalment of interest payable were a separate debt due by the Purchaser to the Vendor.

6. Should the Purchaser make default in payment of any instalment of the purchase money or other sum of money owing hereunder as and when due or in the performance or observance of any of these Conditions then after fourteen days' notice in writing having been given by the Vendor to the Purchaser to remedy such default and such default still continuing the whole of the purchase money and other moneys owing or for the time being remaining unpaid hereunder shall notwithstanding anything herein contained and without prejudice to any rights of the Vendor under any other condition hereof at the option of the Vendor become immediately due payable and recoverable.

7. The Purchaser hereby attorns and becomes tenant of the Vendor from week to week for and in respect of the property sold at a weekly rental equivalent to a proportionate amount of the interest and instalments of purchase money from time to time payable hereunder for a like period and the Vendor shall have all rights powers and authorities of a landlord under the provisions of the Landlord and Tenant Act 1928. Provided however and it is hereby agreed and declared that payment of the interest and instalments at the rate and on the days and in the manner hereinbefore provided shall be accepted in full satisfaction of the rent hereinbefore reserved.

8. Condition 15 of the said Table "A" and Condition 17 of the Conditions of Sale in the Property Law Act 1928 shall not apply to this Contract but if the land be offered by auction the following Conditions shall apply, namely:—

The highest bidder whose bid is accepted by the Auctioneer shall be the Purchaser but the Auctioneer may refuse any bid. No bidding shall be retracted. If any dispute arises respecting any bid the Auctioneer shall at his option either decide whose was the last bid or submit the property again at the last undisputed bid. The Vendor reserves the right to bid either personally or by an Agent or to withdraw the property from sale. The Auctioneer may determine the minimum or maximum amount by which the bidding may be advanced.

9. Condition 2 of the said Table A and Condition 3 of the Conditions of Sale in the Property Law Act 1928 shall be read as if the words "from the time when the Purchaser receives written notification that all requisite consents to the sale have been granted" were substituted for the words "from the day of sale." And Condition 3 of the said Table A and Condition 4 of the Conditions of Sale in the Property Law Act 1928 shall be read as if the words "within the said fourteen days" were deleted therefrom.

10. The Purchaser of the land hereby sold will at the time of sale sign an acknowledgment under Section 51 of the Farmers' Debts Adjustment Act 1935 negating the operation of such Act in relation to the debt hereby created. In addition such Purchaser will if and when called upon by the Vendor so to do apply for and obtain a certificate of exemption under Section 13 of the said Act.

11. The Purchaser warrants that (s)he is not a person to whom the sale of land is prohibited by the National Security (Land Transfer) Regulations made under the National Security Act 1939-1943 or whose purchase of land is, by the said Regulations, subject to the consent in writing of the Attorney-General and further warrants that (s)he is not acting in this purchase for or on behalf of an enemy alien naturalized person of enemy origin or a subject of a country in enemy occupation as those terms are defined by the said Regulations and that this purchase in no way infringes or contravenes the said Regulations or any of them—PROVIDED ALWAYS that if this purchase is one which requires the consent of the Attorney-General as aforesaid and such consent is obtained then this warranty shall not apply.

12. The Vendor and Purchaser shall within seven days from the date hereof comply with their obligations under the National Security (Economic Organisation) Regulations and apply for and do all things necessary to obtain the consent of the Commonwealth Treasurer to this transaction. Should the Treasurer require a valuation of the said land the Vendor shall obtain same and forward it to the Treasurer within fourteen days from the date of the receipt of such request. The fee of the valuer making such valuation shall be paid equally by the Vendor and Purchaser. In the event of such consent being refused this Contract shall be deemed to be of no effect and any purchase money paid shall be forthwith refunded to the Purchaser without any deduction. If such consent will only be given at a reduced purchase price the Vendor may at his option by notice in writing to the Purchaser within seven days from the receipt of such advice from the Treasurer either—

(a) reduce the purchase price to the amount stipulated by the Treasurer; or

(1) Insert here the amount of deposit or such other amount as is agreed upon, or if it is a cash sale, the words "the whole of the purchase money."

(b) determine the Contract and refund to the Purchaser any purchase money already paid but without interest costs or damages. Provided that if the consent is refused by reason of the neglect or default of the Purchaser the Vendor may (without prejudice to any other rights he may have under this Contract) retain the deposit and any other moneys paid by the Purchaser.

13. The Purchaser shall be entitled to possession of the land sold ^{Vacant} ~~or to the receipt of the rents and profits therefrom~~ on acceptance in writing of the Vendor's title and payment of (1) *the whole of the purchase money.*

14. Time shall in all cases and in all respects be deemed of the essence of this Contract.

SPECIAL CONDITIONS.

Dated *Oct. 5th* 1923.

Messrs. KEOGH & KING,
(Agents)

WITH

Lena F. Bell-Chambers

Lot 114 Ringwood Park

**Contract and Conditions
...of Sale...**

RIGBY & FIELDING,
Solicitors, &c.

60 MARKET STREET, MELBOURNE.

McEwan, Stephens & Stillwell, Printers, Melbourne

Contract and Conditions of Sale

— OF —

Freehold Land situate at Ringwood.

PARTICULARS.

ALL THAT piece of land being lot 114 on Plan of Subdivision exhibited at the time of sale being part of Crown Allotment 29 Parish of Warrandyte County of Evelyn.

CONDITIONS.

1. The Conditions in Table A of the "Transfer of Land Act 1915" shall apply to this Contract with and subject to the alterations and modifications following.
2. The Purchaser shall on the signing hereof pay to the Agents of the Vendor a deposit in cash of £~~2~~⁵ on account of the purchase money and shall pay the balance by instalments of £1 per month with interest at the rate of £5½ per centum per annum such interest to be paid quarterly on the 1st day of the months of October January April and July in each year computed from the date hereof. Such instalments and interest to be paid to Messrs. Keogh & King 70 Elizabeth Street Melbourne.
3. The Purchaser shall have the option of paying the residue of his purchase money then remaining owing at any time before the same becomes due together with interest to date of such payment only.
4. All land tax rates taxes and other outgoings payable in respect of the property shall be paid by the Purchaser as from the day of sale and the same shall if necessary be apportioned between the Vendor and the Purchaser.
5. The Purchaser his heirs executors administrators or transferees shall not at any time hereafter carry on quarrying operations on the said land or dig carry away or remove any marl stone earth clay gravel or sand therefrom except for the purpose of laying the foundation of any building to be erected on such land. And a covenant to this effect shall be inserted in the transfer of each lot sold.
6. The land is sold subject to any drainage or other easements (if any) affecting the same as shewn by the said Plan of Subdivision and to all reservations contained in the Crown Grant of the said land.
7. Upon or at any time after payment of all purchase interest and other moneys payable under these conditions and acceptance of the said Plan of Subdivision by the Office of Titles the Vendor will sign or procure to be signed a proper transfer of the land to the Purchaser such

transfer if the Purchaser desires to be prepared by the Vendor's Solicitors Messrs. Rigby & Fielding of 60 Market Street Melbourne at a cost not exceeding the sum of £2/2/- in addition to all Titles Office fees and any stamp duty payable in such transfer. In the event of Vendor's Solicitors not being required to prepare the said transfer the Purchaser shall pay the Vendor's Solicitors costs of perusing copying examining and procuring the execution of such transfer not to exceed two guineas.

8. The land is sold according to a Plan of Subdivision exhibited to the Purchaser at the time of sale and which has been approved and sealed by the Council of the Shire of Lilydale. The Vendor has deposited the said plan at the Office of Titles pursuant to the provisions of the "Transfer of Land Act 1915" in order that the same may be passed and registered as a lodged Plan of Subdivision under the said Act and shall be allowed such time as shall be reasonably required to have the said Plan passed and registered as aforesaid. The Vendor reserves the right to make any alterations in the said Plan which may be required in order to obtain its acceptance and registration by the Office of Titles and Clause 5 of said Table A shall not apply to this contract. The Purchaser shall accept the measurements of the land purchased by him as they shall appear on the Plan when the same has been so passed and the lot specified in this contract shall be accepted as the lot of the same number on such plan when registered.

9. The Vendor shall not at any time be required by the Purchaser or his transferees to join in or contribute towards the expense of erecting any dividing fence between the land sold and any land remaining unsold but this condition shall not prejudice or affect the rights of Purchasers as to dividing fences as between themselves and other adjoining proprietors except the Vendor.

10. In addition to the powers given by the 6th Condition of the said Table A the Vendor may upon breach of any condition herein contained or implied (notwithstanding any rule of law or equity to the contrary) at his option either retain the property and the forfeited moneys as absolute owner or may re-sell the property and if there be any deficiency in price at such re-sale such deficiency and all expenses occasioned by the Purchaser's default shall be recoverable by the Vendor as and for liquidated damages and any surplus on any such re-sale shall belong to the Vendor in addition to the forfeited moneys and further in addition to all other conditions and stipulations if the purchaser shall be at any time in arrears in the payment of instalments hereunder to the extent of payments for an aggregate period of two months the whole of the balance of principal and interest moneys payable hereunder shall become immediately due and payable. In addition to any other mode of service any notice required to be served upon or given to the Purchaser in relation to any matter arising out of this Contract shall be sufficiently served if posted by prepaid letter to the address of the Purchaser hereinafter written.

11. The Purchaser shall not keep or graze any horses sheep or cattle on the lot purchased by him until the same be securely fenced.

12. It is hereby agreed and declared that the Regulations (Moratorium) under the War Precautions Act 1914-16 or any amendment modification or addition thereto or any Act or Regulation having for its object the postponement of any payment shall not apply to this Contract.

13. The Purchaser shall maintain in good order all subsisting fences on the said land or some other stock proof fence in lieu thereof whilst any money is owing on the said land.

14. Time shall in all respects be considered the essence of this Contract.

CONTRACT.

WE KEOGH & KING of 70 Elizabeth Street Melbourne Estate Agents as Agents for the Vendors do hereby acknowledge to have this day sold to

(Name in full) *Eleanor Florence Bell-Chambers*

(Address in full)

(Occupation)

the property comprised in the foregoing particulars for the sum of *£90-0-0 (Ninety pounds)*

And I the undersigned *Eleanor Florence Bell-Chambers*

do hereby acknowledge that I have this day purchased the said property for the sum above stated and I hereby agree to fulfil in all respects on my part the above Conditions of Sale.

DATED the *5th* day of *October* 1923

Keogh & King
Agents for the Vendor.

Eleanor Florence Bell-Chambers
Purchaser.

ACCOUNT.

Dr.

To amount of Purchase Money *£90-0-0*

£90-0-0

Cr.

By Deposit *£5-0-0*

„ Balance to be paid as in

Clause 2 *£85-0-0*

£90-0-0

Received the sum of *£5* - The above mentioned deposit.



C. E. Carter

GODFREY STEWART & CO.

SOLICITORS

GODFREY W. STEWART

TELEPHONE NO. MU 3703

CABLE ADDRESS (REUTER) "STOVENHOK"

"Whitehall"

Bank Place,

(OFF 410 COLLINS STREET)

DS/CM

Melbourne, C. 127th June, 1946.

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

Dear Sir,

Capt. H.W. Sutherland from Mr. Bellchambers.

Lot 113.

Herewith we return on behalf of our client two parts of Contract herein duly executed by him after slight amendment to Clause 12.

Kindly arrange for the vendor to execute one part and then return it to us together with relevant Vendor's Statement form 5 signed by him. We shall also be pleased to receive Valuation Certificate form 4 as soon as possible, so that we can proceed with lodging Application for Treasury Consent.

You might also ascertain from the vendor the name of his Solicitor, or, if he has no Solicitor, whether he wishes us to act also for him in this matter.

Sutherland from Mrs. Bellchambers. Lot 114.

Herewith we return on behalf of our client two parts of Contract herein duly executed by him after slight amendment to Clause. 12.

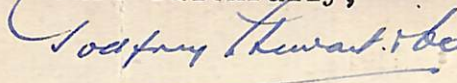
Kindly arrange for the vendor to execute one part and then return it to us together with relevant Vendor's Statement form 5 signed by her. We shall also be pleased to receive Valuation Certificate form 4 as soon as possible, so that we can proceed with lodging Application for Treasury Consent.

You might also ascertain from the vendor the name of her Solicitor, or, if she has no Solicitor, whether she wishes us to act also for her in this matter.

Kindly acknowledge receipt of the above documents.


Encl. 4.

Yours faithfully,



GODFREY STEWART & CO.

SOLICITORS

GODFREY W. STEWART

TELEPHONE No. MU 3703

CABLE ADDRESS (REUTER) "STOVENHOK"

"Whitehall"

Bank Place,

(OFF 410 COLLINS STREET)

LK/PM

Melbourne, C. 19th July, 1946.

Mrs. E. F. Bellchambers,
Munro Street,
RINGWOOD.

Dear Madam,

You to H. W. Sutherland.
Property: Munro St. Ringwood.

We are acting for the Purchaser in connection with the above matter and have been advised by Mr. C. E. Carter that you have no solicitor acting on your behalf. Should you require us to act for you, we shall be pleased to do so upon receipt of a letter of instructions to that effect.

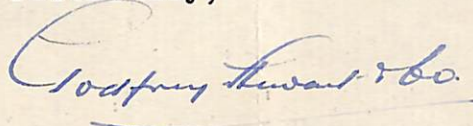
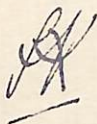
It should be noted that the Supreme Court scale charges for a Solicitor acting for both Vendor and Purchaser are smaller than if a separate Solicitor were acting for each party.

On behalf of the Purchaser, we have searched your Title at the Titles Office and the search discloses your Title standing in the name of "ELEANOR FLORRIENCE — BELLCHAMBERS", whereas on Contract of Sale forwarded to us by Mr. Carter your christian names are spelt "ELEANA FLORENCE". Which of these is correct?

If the latter is correct and ^{you} should so desire, we shall make application to the Titles Office for it to be amended; or, should it be correct, amend the Contract of Sale.

You will of course mention to Mr. Bellchambers that we are also prepared to act on his behalf should he so desire.

Yours faithfully,



15th July,

6.

Messrs. Godfrey Stewart & Co.,
Solicitors,
Bank Place,
MELBOURNE. C.I.

Dear Sirs,

Re Mr. E.L. Bellchambers to Sutherland,
Mrs. E.E. Bellchambers to Sutherland.

Enclosed please find Contracts of Sale for
lots 113 & 114 on Plan of Subdivision No. 7834.

Forms 4 & 5 are also enclosed to enable you
to lodge at the Sub-Treasury for consent to the sale.

Mr. Bellchambers has no Solicitor acting
his behalf, so I would be glad if you will forward any
correspondence direct to him at Munro Street, Ringwood.

Yours faithfully,

Encls.

.....

24th July,

6.

Messrs. Godfrey, Stewart & Co.,
Solicitors,
Bank Place,
MELBOURNE.C.I.

Dear Sirs,

Re Bellichambers to Sutherland.

Mr. & Mrs. Bellichambers have instructed me
to inform you of their wish for you to act for them in this
matter.

Also, the names to be the same as on Title.

Yours faithfully,

.....

14th August,

6.

Mrs. E. F. Bellchambers
Munro Street.,
RINGWOOD.

ACCOUNT SALES.

You to Sutherland.

Deposit on sale of land in Munro Street,.....	£5.	0.	0
Cheque from Godfrey Stewart & Co, as per statement.....	31.	8.	8

Commission on sale	£4. 10. 0.	£86.	8.	8
Valuation fee	1. 1. 0.	5.	11.	0

Cheque	£80.	17.	8
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