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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 1938

Parties Annie Jane INGLIS Vendor
[blank] Purchaser

Price £[blank]

Property Lots 4 & 9
Plan of Subdivision of Portion 1; and
Lots 15 & 20
Plan of Subdivision of Portion 1; and
Lots 11, 12, 13, 16, 17 & 18
Plan of Subdivision of Portion 1
Parish of Ringwood
Together with all buildings erected thereon

Deposit £50
Residue within 30 days without interest

Agent C E Carter

Comment Property details in enclosed Schedule :
• "All that piece or parcel of land in the Parish of Ringwood
County of Bourke and State (formerly Colony) of Victoria
..."
Vendor sells as mortgagee
Unsigned draft contract

DATED

1938

Mrs. A. T. INGLIS

WITH

M

Contract of Sale of Land.

RYMER & LANGFORD,
Solicitors,
90 William Street,
Melbourne.

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ALL RIGHTS RESERVED.



CONTRACT OF SALE of Land

Copyright No. 20996

Vendor's Agent.

I/~~We~~ the undersigned C. E. Carter of Main Street Ringwood _____

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

Name(s) — Annie Jane Inglis _____

Address(es) — High Street Kew _____

Description(s) — Widow _____

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~~ described in the Schedule annexed hereto and marked A _____

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 buildings erected thereon _____

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

Subject to any easements affecting the same. _____

Price.

for the sum of

other than the deposit shall

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

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.

or to

Name—

Address—

Description—

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 Fifty pounds

(b) the residue within Thirty days from the date hereof without interest

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

and I/we agree to pay interest on

DATED this

day of

1938

per

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

Duty
Stamp

DATED

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

Schedule of Land referred to in the annexed
Contract of Sale

ALL THAT piece or parcel of land in the Parish of Ringwood County of Bourke and State (formerly Colony) of Victoria being Allotments Four and Nine on the Plan of Subdivision of part of Portion Number One of the said Parish by one Nelson Polak commencing at a point on the Northern boundary line of said Portion Number One, two hundred and ninety feet West from the North East angle or corner thereof and thence bearing further West One hundred and eighty feet and bounded on the North by a Government Road two chains wide thence in a line at right angles to the last line bearing South Three hundred and sixty feet to Orwell Street forty feet wide reserved out of said Portion thence in a line bearing East along Orwell Street aforesaid One hundred and eighty feet and thence in a line at right angles to the last line bearing North Three hundred and sixty feet to the commencing point AND ALSO ALL THAT piece or parcel of land in the said Parish County and State being Allotments Fifteen and Twenty on the said Plan of Subdivision of Portion Number One of the said -- Parish commencing at a point on the Eastern boundary line of said Portion Four hundred feet South from the North East corner or angle thereof and thence bearing West along Orwell Street Two hundred and ninety feet and bounded on the North by Orwell Street forty feet wide reserved out of said Portion thence in a line at right angles to the last line bearing South Three hundred and sixty feet to --- Chester Street forty feet wide reserved out of said Portion thence in a line at right angles to the last line bearing East along Chester Street Two hundred and ninety feet to the said Eastern boundary of said portion and thence in a line at right angles to the last line bearing North along the said Eastern boundary of said Portion, Three hundred and sixty feet to the commencing point AND ALSO ALL THAT piece or parcel of land in the said Parish County and State being Allotments Eleven, Twelve, Thirteen, Sixteen, Seventeen and Eighteen on the said Plan of Subdivision of Portion Number One of the said Parish commencing at a point on the South side of Orwell Street reserved out of said Portion Number One distant four hundred and -- seventy feet West from a point formed by the junction of the said South side of Orwell Street with the Eastern boundary of said Portion Number One which last mentioned point is distant Four hundred feet South from the North East corner or angle of said Portion Number One and bearing West from said commencing point along the said South side of Orwell Street aforesaid Five hundred and forty feet to Belgrave Road One chain wide reserved out of said Portion Number One thence in a line bearing South along Belgrave Road Three hundred and sixty feet to Chester Street Forty feet wide reserved out of said Portion Number One thence in a line bearing East along Chester Street aforesaid Five hundred and forty feet and thence in a line at right angles to the last line bearing North Three hundred and sixty feet to the commencing point.

Sign

X _____ X

Sign

X _____ X

SPECIAL CONDITIONS (if any)

1. Conditions 2 and 15 of the Conditions of Sale contained in the Fourth Schedule to the Property Law Act 1928 shall not apply to this Contract.
2. The title shall commence with a Conveyance dated the Eighth day of March 1907 registered by Memorial Number 800 Book 437 and a Conveyance dated the Thirteenth day of December 1882 registered by Memorial Number 622 Book 306.
3. The identity of the property sold, with that comprised in the muniments offered as the title thereto, shall be admitted by the Purchaser, and no requisition shall be made or objection taken in regard to any discrepancy in measurements or area.
4. The Vendor sells as Mortgagee.
5. The Purchaser shall be entitled to possession of the property sold or to receipt of the rents and profits thereof upon acceptance of title and payment of the full amount of the purchase money.

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.