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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	(2 June 1939)	
Parties	Gladys May PUNCH (!) Walter BURNSIDE	Vendor Purchaser
Price	£350	
Property	Lot 7 Plan of Subdivision [blank] Part of Crown Allotment [no reference] Parish of Ringwood Certificate of Title Volume 5110 Folio 1021946 Together with all buildings erected thereon	
Deposit	£10 Balance by weekly payments of 15/-, such payments to include interest as hereinafter mentioned, until 1 st June 1944 when balance due & payable [no further reference to interest]	
Agent	C E Carter	
Comment	Purchaser attorns & becomes tenant to Vendor for weekly rent of 15/- commencing 29 May 1939, such rental be taken in payment of purchase money & interest under this contract Purchaser may pay off the whole or part of purchase money together with all interest due at any time Purchaser's & Vendor's signatures missing	

DATED

19

M Punch

WITH

M Burnside

Contract of Sale of Land.



CONTRACT OF SALE of Land

Copyright No. 20996.

Vendor's
Agent.

I/We the undersigned C. E. CARTER, Auctioneer, RINGWOOD.

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

Name(s)— GLADYS MAY PUNCH.

Address(es)— 46 Clydebank Road, EDITHVALE.

Description(s)—Household Duties.

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
Walter Burnside.

of Wantirna Road,

Particulars
of land.

All that piece of land being part of Lot 7 on Plan of Subdivision No.
lodged in Office of Titles
Parish of Ringwood, County of Mornington, the land described in
Certificate of Title Volume 5110 Folio 1021946.

COLUMN A.

COLUMN B.

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.

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_____

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 all buildings erected thereon.

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

Subject to

Price.

for the sum of Three Hundred & Fifty Pounds.

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—C. E. Carter.
Address— Main Street, RINGWOOD.
Description— AUCTIONEER.

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 Ten Pounds.

(b) the residue by consecutive weekly payments of 15/-, such payments to include interest as hereinafter mentioned and the said payments to continue until the 1st day of June 1944, when the balance shall become due and payable.

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

and I/we agree to pay interest on

DATED this 2nd day of June 1939.

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).

Duty
Stamp

RECEIVED from the within-named purchaser the sum of

being the deposit within mentioned

DATED

19

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

SPECIAL CONDITIONS (if any)

1. The Purchaser hereby attorns and becomes Tenant to the Vendor at the weekly rental of Fifteen Shillings commencing from 29th May 1939 such rental to be taken in payment of Purchase money and interest under this Contract.
2. The Purchaser may pay off the whole or any portion of the purchase money together with all interest due to the date of such payments at any time.

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.