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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    | (21 April 1939)                                                                                                                                                                                                                                                                                                                              |                     |
| Parties  | Henry SYMES<br>Ruby Isabel CASSIDY                                                                                                                                                                                                                                                                                                           | Vendor<br>Purchaser |
| Price    | £700                                                                                                                                                                                                                                                                                                                                         |                     |
| Property | Lots 1 & 2 Plan of Subdivision 7522<br>Part of Crown Portion 27<br>Parish of Ringwood<br>Certificate of Title Volume 4787<br>Folio 957348<br>Together with all improvements erected thereon                                                                                                                                                  |                     |
| Deposit  | £50<br>Residue together with interest by weekly instalments of 25/-<br>until 21 August 1944 when balance payable<br>Interest rate 6% pa, calculated quarterly                                                                                                                                                                                |                     |
| Agent    | C E Carter                                                                                                                                                                                                                                                                                                                                   |                     |
| Comment  | Purchaser attorns & becomes tenant to Vendor for weekly<br>rent of 25/- commencing date of possession, such rental be<br>taken in payment of purchase money & interest under this<br>contract<br>Purchaser has option has paying off the whole or part of<br>purchase money together with all interest due at any time<br>Possession 30 days |                     |

DATED

193

MR. H. SYMES:

WITH

MR. CASSIDY:

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## Contract of Sale of Land.

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C. E. CARTER,  
Auctioneer,  
RINGWOOD:

Solicitor for Vendor

# CONTRACT OF SALE of Land

THE  
1931  
COPYRIGHT  
CONTRACT OF SALE

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)— HENRY SYMES

Address(es)— Mt. Dandenong Road, RINGWOOD EAST.

Description(s)— Poultry-farmer.

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

Ruby Isabel CASSIDY

of Eastfield Road, RINGWOOD EAST.

Particulars  
of land.

All that piece of land being being lot 1 & 2 on Plan of Subdivisio No.7522 lodged at the office of Titles and being part of Crown Portion 27 Parish of Ringwood County of Mornington and being the land described in Certificate of Title Volume 4787 Folio 957348

## 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.

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.

Particulars of  
House or  
rights of  
way, etc.

Together with all improvements erected thereon.

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

Subject to

Price.

for the sum of Seven Hundred Pounds (£700)

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 Fifty Pounds (£50)

(b) the residue together with interest by consecutive weekly instalments of Twenty-five Shillings (25/-) until 21st April, 1944 when the balance of the purchase money and interest shall become due and payable.

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

and I/We agree to pay interest on at the rate of 6% per annum calculated on quarterly rests.

DATED this

21<sup>st</sup>

day of

April

1939

per

C. E. Carter

VENDOR'S  
or Vendor's  
Agent as the  
case may be.

R Cassidy

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

Fifty pounds -

being the deposit within mentioned

Duty  
Stamp

DATED

Apr 21<sup>st</sup>

1939

C. E. Carter

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

## SPECIAL CONDITIONS (if any)

The Purchaser hereby attorns and becomes tenant to the Vendor at a weekly rental of Twenty-five Shillings commencing from the date of possession, such rental be taken in payment of purchase money and interest under this Contract.

The Purchaser may pay off the whole or any portion of the purchase money together with all interest due to the date of such payment of payments at any time.

*Posession to be given in 30 days*

## The 1931 COPYRIGHT CONDITIONS OF SALE.

*Land in Victoria whether or not under the operation of the Transfer of Land Act 1928.*

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

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.