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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

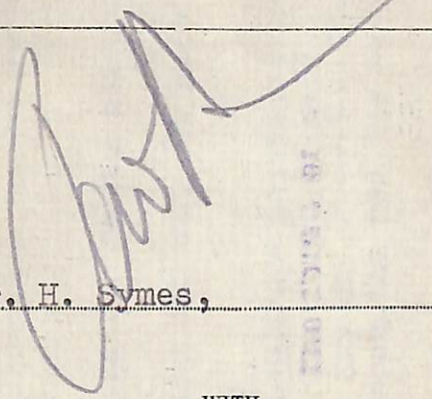
Neil Rhodes Adv Dip Bus (Acct)
Licensed Estate Agent

Kathleen Carter

Dated	(22 December 1936)	
Parties	Henry SYMES James O'CONNELL	Vendor Purchaser
Price	£450	
Property	West side of New Street Part of Crown Allotment 4 Parish of Ringwood Certificate of Title Volume 5855 Folio 1170897 Including improvements erected thereon	
Deposit	£100 (£5 already paid; remaining £95 within 14 days) Residue by weekly instalments of 20/- over 5 years, when residue payable Interest 5% calculated & paid quarterly	
Agent	C E Carter	
Comment	Purchaser attorns tenant to Vendor for weekly rent of 20/- Purchaser has option has paying off the whole or part of purchase money on any quarterly date before the due date with interest to date of such payment only	

DATED

193



Mr. H. Symes,

WITH

Mr. James O'Connell.

Contract of Sale of Land.

C. E. CARTER,
Auctioneer,
RINGWOOD



CONTRACT OF SALE of Land

Copyright No. 20996

Vendor's Agent.

I/We the undersigned **CHARLES. E. CARTER Auctioneer of Main Street RINGWOOD**

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

Name(s) **HENRY SYMES**

Address(es) **Mount 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 **JAMES O'CONNELL of Mullum Road**

RINGWOOD

Particulars of land.

All that piece of land ~~being~~ **having a frontage to 60 feet to the west side of New Street by a depth of 191 feet 5 inches being part of Crown Allotment 4 Parish of Ringwood County of Mornington and being the land described in Certificate of Title Volume 5855 Folio 1170897**

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 **all improvements erected thereon.**

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

Subject to

Price. for the sum of **Four hundred and fifty pounds. (£450)**

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—	<i>E. Carter</i>
Address—	<i>Main Street Rye</i>
Description—	<i>Andover</i>

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 **One hundred pounds as follows:— £5 has already been paid and the balance of deposit namely £95 will be paid**

within fourteen days from the date hereof.

(b) the residue **including the interest hereinafter mentioned by consecutive weekly instalments of 20/-. The first of such instalments shall be paid on the 29th day of December 1936 and shall continue for a term of five years when the residue shall become due and payable.**

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

and I/we agree to pay interest on **the balance of the purchase money owing at the commencement of each quarter at the rate of 5 per centum per annum from the date hereof. Such interest to be calculated by quarterly rests and after deducting interest from the total instalments paid each quarter the residue shall be credited as part of the purchase money duly paid.**

DATED this *8th* day of *December* 193 *6*

per *E. Carter*

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

James O'bonnell 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 *one hundred*

being the deposit within mentioned

DATED *22/12/36* 193

Duty Stamp

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

SPECIAL CONDITIONS (if any)

The Purchaser from this date attorns tenant to the Vendor in respect of the land sold from week to week at a weekly rent of Twenty shillings the first of such payments to be made on the 29 day of December^{3p} and thereafter weekly.

The purchaser has the option of paying off the whole or part of his purchase money on any quarterly date before the due date with interest to date of such payment only.

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.