

Dated	193 (3 March 1938)	
Parties	Elsie Lilian Wilson Marion Alice Meyer	Vendor Purchaser
Price	£60	
Property	Lot 20 Plan of Subdivision 7884 Part of Crown Allotment 29 Parish of Warrandyte Certificate of Title Volume 5727 Folio 1145284	
Deposit	£3 deposit Residue within 30 days	
Agent	C E Carter	
Comment	Letter from vendor re noxious weed treatment	

DATED

193

Miss. E. L. Wilson.

WITH

Mrs. M. A. Meyer.

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 ERNEST 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)— ELSIE LILIAN WILSON

Address(es)— Formerly of 73 High Street South Kew now of 27 Lambeth Avenue MALVERN

Description(s)— Stenographer

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

MARION ALICE MEYER

of Wonga Road RINGWOOD

Particulars of land.

All that piece of land being lot 20 On Plan of Subdivision No. 7884 lodged in the Office of Titles and being part of Crown Allotment Twenty nine Parish of Warrandyte County of Evelyn and being the land described in Certificate of Title entered in the Register Book Volume 5727 Folio 1145284

COLUMN A.

COLUMN B.

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.

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

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

Subject to

Price, for the sum of **Sixty 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—
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 **Three pounds**

(b) the residue **within thirty days.**

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

and I/we agree to pay interest on

DATED this

3rd

day of

March

1938

per

G. E. Carter

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

Marion Alice Meyer

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.

F. L. Meyer

Witness to the execution
of the purchaser(s).

RECEIVED from the within-named purchaser the sum of

Three pounds -----

being the deposit within mentioned

DATED

3/3/ 1938

As per receipt given

Duty
Stamp

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

SPECIAL CONDITIONS (if any)

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.

NOTE.—This Notice should be lodged within one month of the date of transaction.

TO THE COMMISSIONER OF TAXES.
State Land Tax Branch—Taxation Department,
Railway Buildings, Flinders Street,
MELBOURNE.

LAND TAX ACT

SCHEDULE L

Notice of Acknowledgement of Transfer, Conveyance, or Contract for Sale and Purchase

* VENDOR (see note at foot of form)	* PURCHASER (see note at foot of form)
SURNAME WILSON (in block letters)	SURNAME Meyer (in block letters)
Christian Names (in full) ELSIE LILIAN	Christian Names (in full) Marion Alice
Occupation Stenographer	Occupation Household Duties
Address 27 Lambeth Avenue Malvern	Address Wonga Road RINGWOOD

I, Elsie Lilian Wilson.....being the person whose name is
inscribed in the Valuation Register as the owner of certain lands more particularly referred to in
Assessment numbered †.....hereby give you notice that by
a ~~Transfer~~ — dated the.....day of.....19.....I ~~transfer~~
Contract of Sale contracted to sell
All that piece of land described as under. viz.:—

Allotment	Section or Portion	Parish	City, Town, or Township.	Street.	SUBDIVISION.		Area or Dimensions	TITLE	
					Lot. No.	Plan No.		Volume.	Folio.
Twenty nine		Warrandyte	Ringwood	Harrison	20	7884	5727		
								1145284	

The amount of the Consideration Money for the sale of the said land was £.60.....
of which sum £.3.....has already been paid and possession was delivered to the
purchaser on the.....day of.....19.....

Vendor's Signature.....

Date.....

Any person
can witness
signature.

Witness.....

And I, the said Marion Alice Meyer of Wonga Road RINGWOOD.
hereby acknowledge that I am now the owner of the said land within the meaning of the *Land Tax Act*
of the Parliament of Victoria and that the statements made above are true and correct.

Purchaser's Signature Marion Alice Meyer

Date.....

Any person
can witness
signature

Witness L. C. Meyer

Capital Value, £.....; Unimproved Value, £.....; Value of Improvements, £.....

* If a joint ownership, estate, trust, corporation or company, state full name thereof.

† Strike out words not applicable.

‡ Assessment number under which Vendor has paid tax on property disposed of.

C/o Miss Boulter,
27 Lambeth Avenue,
MALVERN, S.E.3

4th March, 1938

Mr. C.E. Carter,
Auctioneer, etc.,
Main Street,
RINGWOOD

Dear Sir,

Your letter of 3rd inst. received, advising that you have sold my land, lot 20, at Ringwood, for £60. I note that a deposit of has been paid and that the balance will be paid on signing of Transfer within thirty days.

I have looked up my Certificate of Title, 3189291, entered in the Register Book Vol. 5727 Fol. 1145284.

The land is Lot 20 on Plan of Subdivision No. 7884 lodged in the Office of Titles and being part of Crown Allotment Twenty-nine Parish of Warrandyte County of Evelyn.

The title is dated 10th April, 1931. It states that Elsie Lilian Wilson of 73 High Street South Kew Stenographer is the proprietor.

Should you require any further particulars, please let me know.

If I owe you anything for having noxious weeds destroyed on the land, please let me know.

Faithfully yours,

Elsie L. Wilson

Marian Alice Meyer