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carter.com.au

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:	22nd July 1943
Parties:	Vendor: Francis H. Patterson Purchaser: Sidney Joseph Winch
Price:	£50
Property:	Lot 49 on Plan of Subdivision No. 9473 Part of the Crown Portion 18 Parish of Ringwood Country of Mornington Volume 5272 Folio 1054235
Terms:	£5 deposit Balance within 30 days
Agent:	C.E Carter
Comment:	Includes correspondence

DATED 22nd July, 19

C. E. CARTER

Agent(s) for the Vendor(s)

J. H. Pattison

to

Mr. S. J. Winch.

Purchaser(s)

1936
Copyright Particulars Conditions and Contract of Sale.

Published by
THE REAL ESTATE AND STOCK INSTITUTE OF VICTORIA
2nd Floor, 60 Market Street, Melbourne.

F. J. Hilton & Co. Pty. Ltd., Gurners Lane, Melbourne.

PLAN OF LAND

The Real Estate and Stock Institute of Victoria has approved for general use by its members of this form of Contract of Sale.

The Real Estate and Stock Institute of Victoria

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PARTICULARS, CONDITIONS AND CONTRACT OF SALE OF FREEHOLD PROPERTY

PARTICULARS

(a) Description as in Title (if plan necessary add—and being the land delineated and coloured.....on the plan endorsed on the back hereof).

All that piece of land being (a) lot 49 on Plan of Subdivision No. 9473 lodged in the Office of Titles and being part of Crown Portion 18 Parish of Ringwood County of Mornington Volume 5272 Folio 105423

(b) and (c) complete to comply with the requirements of Real Estate Agents Acts.
If land sold for residential or retail commercial purposes or suitable and or intended to be sold for such purposes and no building suitable for human occupation is erected thereon.
Strike out (b) or (c) whichever not required.

(b) and being part of a Subdivision known as "Electric Railway " " the Plan of which has been lodged in the Office of Titles and bears the registered number 9473 Or,

(c) There being no Plan of Subdivision affecting the said land lodged in the office of Titles.

(d) House or rights of way fixtures, etc.,

Together with (d)

(e) Tenancies — Mortgages, etc. (if any).

Subject to registered appurtenant easements (if any) and (e)

CONDITIONS

(f) Price in words.

1. The Purchase Price shall be (f) Fifty pounds £50: 0:0

and the Purchaser shall pay to the Auctioneer or Vendor's agent on account thereof a deposit in cash of £5: 0:0 of which the sum of £ ---------- shall be paid on the signing hereof and the sum of £ ---------- on within ---------- days from the signing hereof and shall pay the residue of the purchase money (g) within thirty days.

(g) Complete terms of payment of residue. Rate of interest (if any). Time of commencement and when payable.

2. The "1936 COPYRIGHT CONDITIONS OF SALE" and the Special Conditions endorsed hereon or attached hereto shall form part of this Contract.

CONTRACT

We the undersigned Charles Ernest Carter of Main Street RINGWOOD

Agents for the Vendor(s) whose name(s) address(es) and description(s) is/are

(h) Complete to comply with requirements of Real Estate Agents Act 1930.

(h) Name(s) in full Francis H. Patterson

Address(es) 105 Collins Street, MELBOURNE.

Description(s) Clerk.

hereby acknowledge that I/We have this day sold on the conditions hereinbefore mentioned the property comprised in the foregoing particulars to

Name(s) in full Sidney Joseph Winch

Address(es) 17A Stewart Street EAST BRUNSWICK

Description(s) Manager.

(i) Price in words.

for the sum of (i) Fifty pounds.

AND I/We the undersigned being the abovenamed Purchaser(s) do hereby acknowledge that I/We have this day purchased the said property for the price or sum above stated and I/We hereby agree to fulfil in all respects on my/our part the aforementioned Conditions of Sale.

All moneys falling due under this contract may be paid to the said Vendor or to

(j) Completion of this clause only necessary if 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.

(j) Name in full

Address

Description

DATED this 22nd day of July, 19 43

C E Carter ..... Agent(s) for Vendor(s)

Sidney Joseph Winch ..... Purchaser(s)

(k) 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.

Maud Winch ..... Witness to Purchasers execution of this Contract (k)

CONFIRMED F H Patterson ..... VENDOR(S)

RECEIVED from the abovementioned Purchaser(s) the sum of £5: 0:0 being the deposit aforementioned.

(a) *Date of possession* (if sold on terms. *Add* on payment of the deposit) *if for cash.* On payment in full of the purchase price. Other special conditions (if any), e.g.:
(1) If Crown Leasehold sold on Freehold basis.
(2) If Purchaser takes over amount owing in respect of road or footpath constructions and/or house connections.
(3) Necessary consents of Mortgagee, Lessee, etc., if required.
(4) If sold subject to finance or other Special Conditions.

DUTY STAMP
£2 or over, 2d.
£25 or over, 3d.

SPECIAL CONDITIONS.

1. The Purchaser shall be entitled to possession of the land sold or to the receipt of the rents and profits therefrom on acceptance in writing of the Vendors title and payment of (a)

2. The Purchaser of the land hereby sold will at the time of sale sign an acknowledgment under Section 51 of the Farmers' Debts Adjustment Act 1935 negativing the operation of such Act in relation to the debt hereby created. In addition such Purchaser will if and when called upon by the Vendor so to do apply for and obtain a certificate of exemption under Section 13 of the said Act.

SPECIAL CONDITIONS—continued.

3. THE Purchaser warrants that he is not a person to whom the sale of land is prohibited by the National Security (Land Transfer) - Regulations made under the National Security Act 1939-1940 or whose purchase of land is, by the said Regulations, subject to the consent in writing of the Attorney General and further warrants that he is not acting in this purchase for or on behalf of an enemy alien naturalised person of enemy origin or a subject of a country in enemy occupation as those terms are defined by the said Regulations and that this purchase in no way infringes or contravenes the said Regulations or any of them PROVIDED ALWAYS that if this purchase is one which requires the consent of the Attorney-General as aforesaid and such consent is obtained then this warranty shall not apply.

4. ALL rates, taxes and other outgoings payable in respect of the property shall be paid by the purchaser as from the date of possession and the same shall if necessary be apportioned between the Vendor and Purchaser.

5. THE Vendor and Purchaser shall both forthwith apply to the Commonwealth Sub-Treasury Melbourne for its consent to this sale and if such consent shall not be given then this Contract shall be null and void and all money paid by the Purchaser herein shall be repaid.

THE 1936 COPYRIGHT CONDITIONS OF SALE OF THE REAL ESTATE AND STOCK INSTITUTE OF VICTORIA.

Copyright No

1. The Conditions and Special Conditions (if any) aforementioned shall be deemed part of and so far as inconsistent herewith, shall modify or supplement these Conditions, and subject to the aforesaid Conditions these Conditions and the Conditions in Table "A" of the Transfer of Land Act 1928 shall apply to this Contract if and to the extent that the Contract 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 to the extent that the Contract relates to land not under the operation of The Transfer of Land Act 1928 subject to the alterations and modifications thereof in the following Conditions.

2. If the Auctioneer or Agent receives the deposit or any part thereof he shall do so as agent for the Vendor and not as a stakeholder; and shall be at liberty subject to any claims which he may have against the Vendor to pay over the same to the Vendor without being liable to the Purchaser in any way.

3. Commonwealth Land Tax payable in connection with any land comprised in this Contract shall be deemed an outgoing in connection with such land and shall be adjusted accordingly provided always that nothing herein contained shall impose upon the Purchaser the liability for payment of any amount for Commonwealth Land Tax in excess of the amount the Purchaser would have been liable to pay if the land comprised in this Contract had been the only land owned by the Vendor for which the Vendor was liable to be assessed for Commonwealth Land Tax.

4. The following alterations and additions to the Conditions in Table "A" of the Transfer of Land Act 1928 and to the Conditions of Sale in the Property Law Act 1928 shall apply to this Contract, namely:—

The words "resume and retain possession of the land sold for his own use and benefit or" shall be inserted in Condition 5 (b) in the said Table "A" after the word "transfer" in the fifth line thereof and in Condition 6 (b) of the Conditions of Sale of the Property Law Act 1928 after the word "Assurance" in the fifth line thereof.

The words "or his transferees" shall be inserted in Condition 6 of the said Table "A" and in Condition 7 of the Conditions of Sale of the Property Law Act 1928 after the word "Purchaser" in the first lines respectively thereof.

The word "nominated" shall be substituted for the word "approved" in the third lines respectively of Condition 12 (a) of the said Table "A" and Condition 13 (a) of the Conditions of Sale of the Property Law Act 1928 and the words "at least forty-eight hours before the expiry date" shall be inserted in the said Conditions 12 (a) and 13 (a) after the word "vendor" in the fifth lines respectively thereof.

5. The Vendor shall be at liberty without waiving or rescinding this Contract or these Conditions and notwithstanding anything herein contained to recover from the Purchaser any unpaid instalments of purchase money and/or interest as soon as the same respectively shall be due and owing as if each instalment of purchase money and each instalment of interest payable were a separate debt due by the Purchaser to the Vendor.

6. Should the Purchaser make default in payment of any instalment of the purchase money or other sum of money owing hereunder as and when due or in the performance or observance of any of these Conditions then after fourteen days' notice in writing having been given by the Vendor to the Purchaser to remedy such default and such default still continuing the whole of the purchase money and other moneys owing or for the time being remaining unpaid hereunder shall notwithstanding anything herein contained and without prejudice to any rights of the Vendor under any other condition hereof at the option of the Vendor become immediately due payable and recoverable.

7. The Purchaser hereby attorns and becomes tenant of the Vendor from week to week for and in respect of the property sold at a weekly rental equivalent to a proportionate amount of the interest and instalments of purchase money from time to time payable hereunder for a like period and the Vendor shall have all rights powers and authorities of a landlord under the provisions of the Landlord and Tenant Act 1928. Provided however and it is hereby agreed and declared that payment of the interest at the rate and on the days and in the manner hereinbefore provided shall be accepted in full satisfaction of the rent hereinbefore reserved.

8. Condition 15 of the said Table "A" and Condition 17 of the Conditions of Sale in the Property Law Act 1928 shall not apply to this Contract but if the land be offered by auction the following Conditions shall apply, namely:—

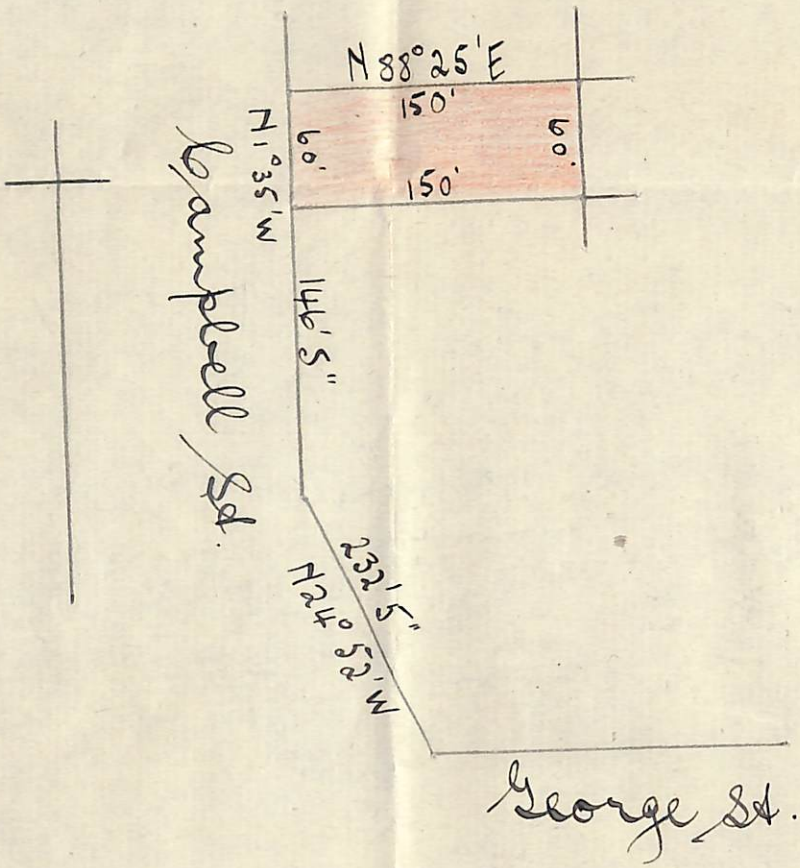
The highest bidder whose bid is accepted by the Auctioneer shall be the Purchaser but the Auctioneer may refuse any bid. No bidding shall be retracted. If any dispute arises respecting any bid the Auctioneer shall at his option either decide whose was the last bid or submit the property again at the last undisputed bid. The Vendor reserves the right of making one bid either personally or by an Agent or of withdrawing the property from sale.

9. Time shall in all cases and in all respects be deemed of the essence of this Contract.

Vol. 6357 Fol. 127362.

Sidney Francis Lunt of Adelaide St., Ringwood, Plumber -- all -- red on the map in the margin being Lot 49 on Plan of Subdivision 9473 lodged in the Office of Titles and being part of Crown Portion 18 Parish of Ringwood County of Mornington.

Dated 13/12/39. Encbs. Nil.



Purchased Lots 49 & 65 from Francis Harold Patterson by transfer No 175257.

Newman & Ringrose. Solicitors

24th July. 43

Mr. S. J. Winch,
17A Stewart Street,
E. BRUNSWICK.

Dear Sir,

re Lot 49 Campbell Street RINGWOOD.

I enclose herewith Contract of Sale, Land Tax Notice and Form 7 for your signature. I should be glad if you would answer the questions marked, sign, and return these papers to me.

I will forward your copy of the Contract of Sale signed by the Vendor in due course.

Yours faithfully,

Encl.

26/4/43

17a Stewart St
East Brunswick
N10

Dear Sir

With reference to your letter dated 24th inst enclosed please find the forms duly signed as requested.

Kindly note my christian name is spelt. SIDNEY.

Thanking you for your kind attention

I am
Sir Yours faithfully
S. J. Wench

Occupation
Manager. Snowstorm Wear Ltd
Sydney Rd.
Brunswick N10.

TELEPHONE
RINGWOOD 24

Private Phone:
W 4662

C.E. CARTER

MAIN STREET
RINGWOOD

SWORN VALUATOR
AUCTIONEER, ESTATE AND INSURANCE AGENT

RINGWOOD, Augt 11 1923

RENT COLLECTING
A SPECIALTY
□
ESTATES MANAGED
FOR
ABSENTEES
□
AGENT FOR THE
COMMERCIAL UNION
ASSURANCE
CO. LTD.
□
LOANS ARRANGED
□
MOTOR CAR
TO INSPECT
□
VALUATIONS MADE
FOR MORTGAGES AND
PROBATE
□
COMMISSIONER FOR
TAKING AFFIDAVITS

To The Delegate of the Treasurer
Commonwealth Sub-Treasury
Melbourne

Dear Sir,

Herewith please find application for consent which I trust you will find in order

CEC

COMMONWEALTH OF AUSTRALIA.

TELEPHONES:
CENTRAL {4791 4792

COMMONWEALTH SUB-TREASURY,

MELBOURNE, C.2.

17th August, 1943.

C. E. Carter Esq.,
Main Street,
RINGWOOD. VIC.

Dear Sir,

No. 20437 - Patterson to Winch.

With reference to the proposed purchase of the property Campbell St. Ringwood.
I enclose for your use forms of application for permission to sell lots in subdivided estates. It will be necessary, in order to avoid delay, to see that an application in respect of each subdivision is fully completed and lodged with me together with a copy of the plan of subdivision.

When an application in respect of any area has been approved, you will be advised and lots may then be offered for sale.

If a valuation of each lot in the subdivision is submitted, and the prices are acceptable to the Treasurer, approval will be given, subject to other conditions governing such sales. If, however, it is not proposed by you to submit a valuation of each lot in advance a valuation must accompany each application to purchase.

Yours faithfully,

M L Bradley
(M.L. BRADLEY)
Delegate of the Treasurer.

8th November, 1943.

Mr. F. H. Patterson
105 Collins Street.,
MELBOURNE.

Dear Mr. Patterson,

Re Lot 49 Electric Railway Estate.

Messrs. Newman & Wingrove Solicitors of 100 Queen Street., Melbourne lodged the transfer.

The Title 6357 Folio 1271362 is in the name of Sidney Francis Hunt of Adelaide St., Ringwood.

I have seen Mr. Hunt and he claims that he knows nothing about it. Would you see Newman & Wingrove and see what has happened.

My buyer is getting restless and wants finality.

Yours faithfully,

P.S. On Nov. 1st. the Title was at Messrs. Newman & Wingrove.