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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:	1st May 1945
Parties:	Vendor: Emily Wilkinson Purchaser: Isla Mayhew Clement Ernest Vivian Mayhew
Price:	£90
Property:	Frontage to View Street, Bayswater Lots 9,10 & 11 on Plan of Subdivision No. 13465 Part of the Crown Portion 29 Parish of Scoresby Country of Mornington Volume 2671 Folio 534138
Terms:	£10 deposit Balance within 14 days of receiving the Government consent to the sale
Agent:	C.E Carter
Comment:	The Valuer's fee shall be borne in equal shares by the Vendor and Purchaser

DATED 5th May, 1945.

Mrs. Wilkinson

WITH

Mr. & Mrs. Mayhew

Contract of Sale of Land

.....

.....

.....Solicitor for Vendor

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ALL RIGHTS RESERVED

THE 1940 COPYRIGHT CONTRACT OF SALE

CONTRACT OF SALE of Land

Copyright No. 34447.

Vendor's Agent (if any). I/We the undersigned

of

If no agent, strike out "Agent for." Agent for (*Vendor's name*) Emily Wilkinson

If more than one Vendor, supply the particulars as to each. of (*Vendor's address*) Mountain Highway., BAYSWATER.

(*Vendor's description*) Widow

Purchaser. hereby acknowledge that I/we have this day sold, upon the terms hereinafter contained, to

Isla Mayhew **and Clement Ernest Vivian Mayhew**

of 32 Bena Street., YARRAVILLE.

Married woman & Fitter

Particulars. All that piece of land being Lots 9, 10, & 11 on Plan of Subdivision No. 13465 lodged in the Office of Titles and being part of Crown Portion 29 Parish of Scoresby County of Mornington. Part of the land in Certificate of Title Volume 2671 Folio 534138. Having a frontage to View Streett, Bayswater.

House or rights of way, etc. Together with

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

Price. for the sum of NINETY POUNDS.

The "1940 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 within 14 days of receiving the Government consent to the sale.

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

and I/we agree to pay interest on

* * * * *

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.	COLUMN B.
The land sold is 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_____	No plan of subdivision has been deposited in the Office of Titles, Melbourne, in respect of the land sold.

All moneys falling due under this contract may be paid to *the within-named Vendor(s) or to*

If the land is of the class described, it is necessary to complete these four lines.

1. *Name*—
2. *Address*—
3. *Description*—

4. Witness to the execution of the contract by the purchaser : _____

* * * * *

Dated this **1st.** day of **May,** 194 5.

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

..... PURCHASER

RECEIVED from the within-named purchaser the sum of Ten Pounds

being the deposit within-mentioned.

DATED the 1st May 1945

C E C .....

Duty Stamp

A copy of the said **" 1940 Copyright Conditions of Sale "** *appears on the third and fourth pages hereof.*

If it is a "cash sale", insert condition that possession can be obtained only on completion

Other special conditions (if any.)

SPECIAL CONDITIONS (if any)

1. The Purchaser warrants that (s)he is not a person to whom the sale of land isprohibited 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 inwriting of the Attorney-General and further warrants that (s)he is not acting in this purchase for or on behalf of an enemy alien naturalized person of an enemy origin or a subject of a country in enemy occupation as those terms are defined by the said Regulations and that this pruchase 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.

2. The Valuer's fee shall be borne in equal shares by the Vendor and Purchaser.

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

The 1940 COPYRIGHT CONDITIONS OF SALE

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

Copyright
No. 34447.

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. SO long as any purchase or other moneys remain owing by the purchaser to the vendor, the vendor may twice yearly enter upon the land and improvements sold and view the state of repair thereof.

6. UPON any resale under the provisions of clause 5 of the Conditions of Sale in Table A of the *Transfer of Land Act* or (as the case may be) under the provisions of clause 6 of the Conditions of Sale in the 4th Schedule to the *Property Law Act* 1928, the vendor shall be entitled to apply in or towards satisfaction of any deficiency on the resale all instalments of purchase money which the purchaser may have paid.

The notice mentioned in the said clauses may be given to the purchaser or posted to him at his address appearing in the contract.

(*continued next page*)