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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:	30th of August 1945
Parties:	Vendor: Walter Burnside Purchaser: William Irwin Macartney
Price:	£450
Property:	156 feet to Wantirna Road Ringwood by a depth of 240 feet Lots 1 & 2 on Plan of Subdivision No. 11285 Part of Crown Portion 8 Parish of Ringwood County of Mornington Volume 5110 Folio 1021946
Terms:	£25 deposit Balance within 14 days of receiving the Government consent to the sale
Agent:	C.E Carter
Comments:	Together with all buildings and erections thereon Including correspondence

DATED August, 1945.

C. E. CARTER

Agent(s) for the Vendor(s)

MR. W. BURNSIDE

to

MR. W. MACARTNEY

Purchaser(s)

1936
Copyright Particulars Conditions and Contract of Sale.

Published by
THE REAL ESTATE AND STOCK INSTITUTE OF VICTORIA
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10 M — 3/45

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) lots 1 & 2 on Plan of Subdivision No. 11285 lodged in the Office of Titles and being part of Crown Portion 8 Parish of Ringwood County of Mornington. The land in Certificate of Title Volume 5110 Folio 1021946 and having a frontage of 156 feet to Wantirna Road, Ringwood by a depth of 240 feet.

(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 " " the Plan of which has been lodged in the Office of Titles and bears the registered number..... 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) all buildings and erections thereon.

(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) FOUR HUNDRED AND FIFTY POUNDS. £ 450. 0. 0.

and the Purchaser shall pay to the Auctioneer or Vendor's agent on account thereof a deposit in cash of £ 25. 0. 0. of which the sum of £ 25. 0. 0. shall be paid on the signing hereof ~~and the sum of~~ ~~£ ..... within ..... days from the signing hereof~~ and

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

shall pay the residue of the purchase money (g) within 14 days of receiving the Government consent to the sale.

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

CONTRACT

I/We the undersigned of Charles Ernest Carter
Main Street., RINGWOOD.

Agent(s) 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 Walter ~~Irwin~~ Burnside

Address(es) 27 Bell Street., RICHMOND.

Description(s)

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 IRWIN William Macartney

Address(es) Wantirna Road., RINGWOOD.

Description(s)

(i) Price in words. for the sum of (i) Four hundred and 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 30th day of August, 195.

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

W. Macartney ..... 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.

E. Pope ..... Witness to Purchasers' execution of this Contract (k)

CONFIRMED Walter Burnside ..... VENDOR(S)

RECEIVED from the abovementioned Purchaser(s) the sum of £ 25. 0. 0. being the deposit aforementioned. as per receipt given.

(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 Vendor's title and payment of (a) full amount of purchase money.

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.

3. The Purchaser warrants that (s)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 (s)he is not acting in this purchase for or on behalf of an enemy alien naturalized 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. The Vendor and Purchaser shall within seven days from the date hereof comply with their obligations under the National Security (Economic Organisation) Regulations and apply for and do all things necessary to obtain the consent of the Commonwealth Treasurer to this transaction. Should the Treasurer require a valuation of the said land the Vendor shall obtain same ~~at his own expense~~ and forward it to the Treasurer within fourteen days from the date of the receipt of such request. In the event of such consent being refused this Contract shall be deemed to be of no effect and any purchase money paid shall be forthwith refunded to the Purchaser without any deduction. If such consent will only be given at a reduced purchase price the Vendor may at his option by notice in writing to the Purchaser within seven days from the receipt of such advice from the Treasurer either—

(a) *reduce the purchase price* to the amount stipulated by the Treasurer; or

(b) *determine the Contract* and refund to the Purchaser any purchase money already paid but without interest costs or damages.

Provided that if the consent is refused by reason of the neglect or default of the Purchaser the Vendor may (without prejudice to any other rights he may have under this Contract) retain the deposit and any other moneys paid by the Purchaser.

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

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

Copyright No. 35571

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 Tranfer 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

MADDOCK, LONIE & CHISHOLM
SOLICITORS

F. H. LONIE, LL.B.
COMMR. FOR SOUTH AUST. & WEST. AUST.

L. A. CHISHOLM, LL.B.
NOTARY PUBLIC
AND
COMMR. FOR VICTORIA
AND AT 407 NORTH RD., ORMOND
UL 4474

TELEPHONE: MU 7421 (3 LINES)
MU 5203

COMMERCIAL BANK BUILDING
(FIRST FLOOR)
339 COLLINS STREET
MELBOURNE C.1

4th September, 1945

IN REPLY
PLEASE QUOTE RK/JP

C. E. Carter, Esq.,
Estate Agent,
Main Street,
RINGWOOD.

Dear Sir,

re Macartney from Punch
by direction of Burnside.

We return herewith two copies Contract of Sale and Form 7 herein signed by the Purchaser. It is requested that we be advised when the consent of the Treasurer is received.

Yours truly,
MADDOCK LONIE AND CHISHOLM
per RK.

Enclos. 3.