CARTER
REAL ESTATE

Dated	1937	
Parties	Susan Pope & Robert Davidson	Vendor
	Unstated	Purchaser
Price	Not stated	
Property	Lot 5 LP ? Part Crown Allotment 60B Parish of Scoresby Crown Grant Volume 1100 Folio 219803	
Terms	1/6 deposit Balance over 3 years with 5% interest	
Agent	C.E. Carter	
Comment	Unsigned Vendor sells as Executor & Executrix of Estate of John Ramage.	

CE Carter & Son Pty Ltd
ABN 390 062 316 16
•Licensed Estate Agent
•Auctioneers • Valuers
•Property Managers
128 Maroondah Highway
Ringwood Vic. 3134
PO Box 4112 DX 38080
Ringwood Vic. 3134
Telephone: 9870 6211
Facsimile: 9870 6024
Website: www.carter.com.au
E-mail: info@carter.com.au
Directors:
Richard A Carter BEc FREI FAPI
William Lyall B. Bus (Prop)
Licensed Estate Agents
K L Carter
Member of REIV

DATED 5 193

M rs. S. Pope and Mr. R. Davidson

WITH

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Contract of Sale of Land.

C. E. Carter.
RINGWOOD

and

E. Haughton & Co.,
379 Collins Street,
MELBOURNE.

Auctioneers in Conjunctio

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ALL RIGHTS RESERVED.

THE 1931 COPYRIGHT CONTRACT OF SALE

CONTRACT OF SALE of Land

Copyright No. 20996.

Vendor's Agent.

I/We the undersigned C. E. Carter Auctioneer of Main Street Ringwood and Edward Haughton & Co 379 Collins Street Melbourne.

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

Name(s) Susan Pope

Address(es) Mountain Highway Bayswater

If more than one person, supply the particulars as to each.

Description(s) Married Woman

and

~~*or* I/We the undersigned Vendor(s)~~

Vendor.

Name(s) Robert Davidson

Address(es) Dublin Road Ringwood

Description(s) Gentleman

Purchaser(s).

hereby acknowledge that I/We have this day sold upon the terms hereinafter contained to

of

Particulars of land.

All that piece of land being Lot 5 on Plan of Subdivision exhibited at the time of sale and being part of Allotment 60B Parish of Scoresby and being part of the land described in Crown Grant Volume 1100 Folio 219803

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*)

"Broxburn Estate" Bayswater

" 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

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

Subject to the easements if any as shown on the said plan of Subdivision.

Price. for the sum of

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— C. E. Carter
Address— Ringwood
Description— Auctioneer

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 equal to one sixth of the total amount of the Purchase money.

(*b*) the residue as follows :- 1/12th of the balance of the purchase money to be paid on the 22nd days of November and May in each year until the 22nd day of May 1940 when the residue of the purchase money and interest shall become due and payable. The first of such half-yearly instalments shall be paid on the 22nd day of November 1937.

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

and I/we agree to pay interest on the residue of the purchase money or so much thereof as shall from time to time remain owing at the rate of 5% per annum computed from the date upon which he is entitled to possession of the property sold by quarterly payments on the 22nd days of August November February and May in each year . The first of such quarterly payments of interest to be paid on the 22nd day of August 1937

DATED this day of 193

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

..... 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).

Duty Stamp

RECEIVED from the within-named purchaser the sum of

being the deposit within mentioned

DATED 193

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

Special conditions (if any) as to date of possession, forfeiture nd other matters.

SPECIAL CONDITIONS (if any)

1. THE said Plan of Subdivision has beenprepared by a Licensed Surveyor and deposited at the Office of Titles and will be registered in due course and the lot mentioned in the particulars of this Contract shall be accepted as the lot of the same number on such plan when registered. The Vendor reserves the right to make any alteration in or to such plan that may be required in order to obtain its acceptance and registration by the Office of Titles and no compensation or allowance shall be claimed by the Vendors or Purchaser in respect thereof and until such plan is so registered the purchaser shall not be entitled to a transfer of the lot purchased by him.

2. THE Purchaser hereby attorns and becomes tenant from half-year to half-year to the Vendors of the property hereby sold at a rental equal to a proportionate amount of the interest and instalment of purchase money from time to time payable hereunder and the Vendors shall have all the rights powers and remedies of Landlords under the provisions of the Landlords and Tenants Act 1928 provided that payment of the said interest and instalments as aforesaid shall be accepted in lieu of such rent.

3. SUBJECT to condition 1 hereof the purchaser shall have the right to pay to the Vendors the whole or any part of the balance of purchase money at any time together with interest on the amount so paid up to the date of such payment.

4. THE Vendors sell as Executrix and Executor of the Estate of John Ramage Decd.

5. THE Vendors Solicitor is Mr. J. H. Fulton Box Hill.

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

The 1931 COPYRIGHT CONDITIONS OF SALE.

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

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.