CARTER
REAL ESTATE

Dated	October 1937	
Parties	Frank Harry Peacock Herbert Lindsay Symes	Vendor Purchaser
Price	£225	
Property	2 acres or thereabouts Part of Crown Parish 9 Parish of Ringwood Volume 4332 Folio 866209	
Terms	£15 deposit Balance 12/6 weekly for 5 years Interest 5%	
Agent	C.E. Carter	
Comment	Signed by Purchaser & C.E. Carter	

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 193

Mr. F. H. Peacock.

WITH

Mr. H. L. Symes.

Contract of Sale of Land.

C. E. CARTER,
Auctioneer,
RINGWOOD.

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THE 1981 COPYRIGHT CONTRACT OF SALE

CONTRACT OF SALE of Land

Copyright No. 20996

Vendor's Agent.

I/We the undersigned CHARLES. E. CARTER Auctioneer, RINGWOOD

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

Name(~~s~~) FRANK HARRY PEACOCK

Address(~~es~~) Wantirna Road RINGWOOD

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

Description(~~s~~) Milk carter

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

HERBERT LINDSAY SYMES

of 7 Hakatere Street NORTHCOTE

Particulars of land.

All that piece of land ~~being~~ delineated and coloured red on the map in the margin containing 2 acres or thereabouts being part of Crown portion nine Parish of Ringwood County of Mornington and being ~~the~~ part of the land described in certificate of title Volume 4332 Folio 866209

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.
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.

Particulars of House or rights of way, etc.

Together with all improvements erected thereon

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

Subject to

Price. for the sum of Two hundred and twenty five pounds. (£225.)

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 Fifteen pounds (£15)

(*b*) the residue including interest hereinafter mentioned by consecutiv weekly instalment of twelve shillings and six pence. The first of such weekly instalments shall be paid on the day of and shall continue for a term of five years when the residue shall become due and payable.

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

and I/we agree to pay interest on the balance of purchase money owing at the commencement of each quarter at the rate of 5 per centum per annum. Such interests shall be calculated on quarterly rests and after deducting interest from the total amount of instalments paid each quarter the residue shall be credited as part of the purchase money duly paid.

DATED this day of October 193 7

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

PURCHASER(S).

I hereby confirm this sale

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. H. Peacock } Witness to the execution of the purchaser(s).

RECEIVED from the within-named purchaser the sum of

being the deposit within mentioned

Duty Stamp

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 and other matters.

SPECIAL CONDITIONS (if any)

1. THE Purchaser from this date attorns tenant to the Vendor in respect of the land sold from week to week at a weekly rentak of twelve shillings and six pence the first payment to be made on day of and thereafter weekly.

2. THE Purchaser has the option of paying the whole or part of his purchase money at any time before the due date with interest to date of such payment only.

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.