CARTER
REAL ESTATE

Dated	November 1939	
Parties	Charles Judson Marton Wilfred Crouch	Vendor Purchaser
Price	£1450	
Property	19 acres 3 roods 19½ Perches or thereabouts Part of Lot 13 Plan of Subdivision No 4116 Part of Crown Allotment 19 Parish of Scoresby Certificate of Title Volume 3155 Folio 630838 Together with all building erected thereon.	
Terms	£1000 deposit £10 has been paid and the balance £990 to be paid on or before December 1st 1939 as follows £50 on December 1st 1941 and £50 on December 1st each year until balance has been paid off. Interest 5% per annum payable yearly	
Agent	C.E. Carter &	
Comment	The purchaser has the option of paying cash within 30 days when a reduction of £20 on the purchase price will be allowed. Signed by Purchaser & C.E. Carter. Mountain Highway south west of Harold Street Wantirna	

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•Property Managers
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Licensed Estate Agents
K L Carter
Member of REIV

DATED Nov 1939

Mr C J Martin

WITH

Mr W. Crough

Contract of Sale of Land.

Solicitor for Vendor

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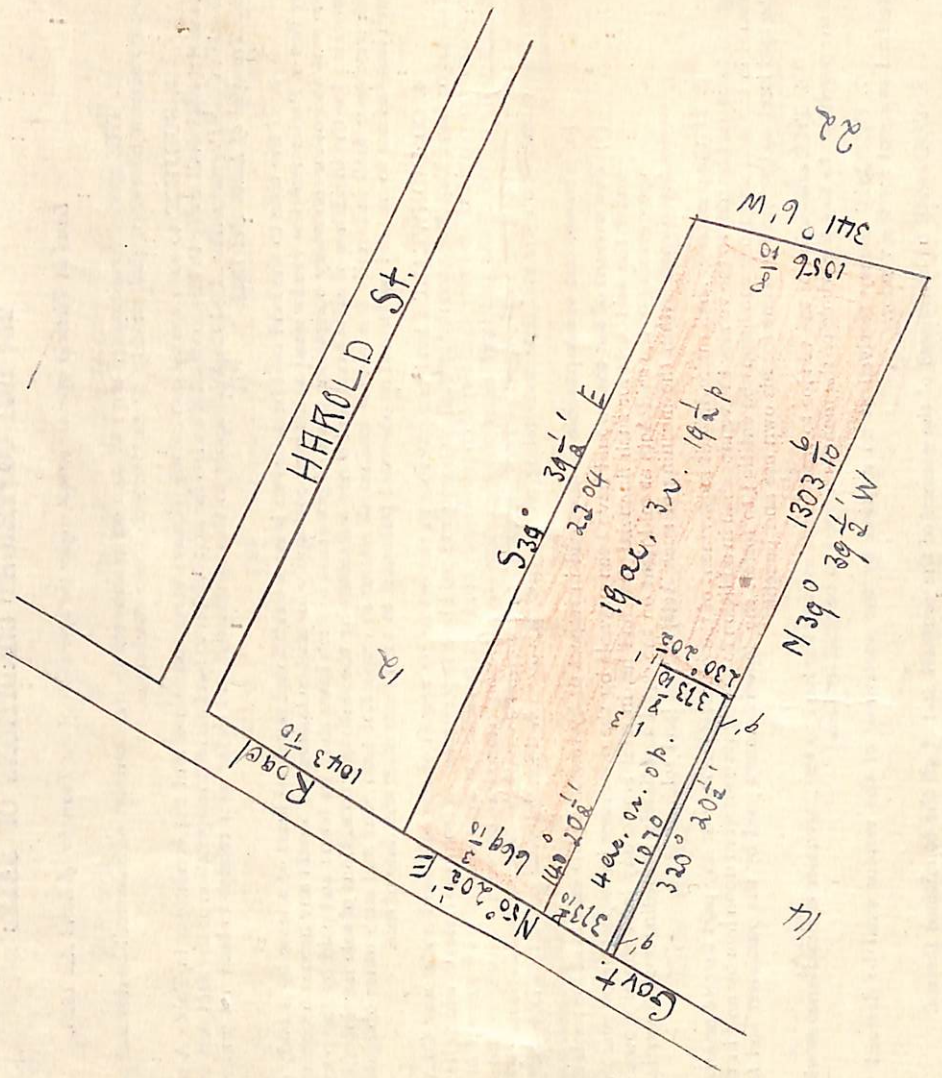

Measurements are in links

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 Ringwood.

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

Name(s)— Charles Judson Martin.

Address(es)— Mountain Highway Bayswater.

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

Description(s)—

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 Wilfred Crouch.

of Williamson Road Doncaster.

Particulars of land.

All that piece of land being 2 Acres 3 Roods 19½ Perches or thereabouts part of lot 13 on Plan of Subdivision No. 4116. lodged in office of Titles and being part of Crown Allotment 19 Parish of Scorsby County of Mornington Part of the land described in Certificate of Title Volume 3155 Folio 630838 together with all Building erected thereon.

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*)

"

" 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

rice.

for the sum of ~~Fourteen Hundred pounds (£1400).~~ Fourteen Hundred and fifty pounds

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 £1000 as follows £10 has been paid and the Balance £990 to be paid on or before December 1st 1939.

(*b*) the residue as follows £50 on December 1st 1941 and £50 on 1st December of each year until the balance has been paid off. Interest 5% per annum payable yearly.

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

and I/We agree to pay interest on

DATED this 28 day of November 193 9

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 Ten pounds being the deposit within mentioned

DATED 193

as per receipt given

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)

The Purchaser has the option of paying cash within 30 Days when an reduction of £20 on the Purchase price will be allowed.

The purchaser shall be entitled to vacant possession of the proper sold on payment of the balance of deposit.

The vendor and purchaser shall each contribute one half of the cost of fencing off that portion of the vendor's property sold to the purchaser from that part retained by the vendor.

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.