CARTER
REAL ESTATE

Dated	3 February 1933	
Parties	Arthur Smith Edward Wilbraham Taylor	Vendor Purchaser
Price	£600	
Property	Land having an area of 9 acres or thereabouts being Lot 2 on Plan of Subdivision No 7057 Part of Crown Allotment 46 Parish of Mooroolbark Certificate of Title Volume 4482 Folio 896390 Together with all improvements thereon	
Terms	£100 deposit Balance payable by consecutive weekly instalments of 25 shillings the first of such instalments to be paid on the 18th February 1933 and such instalments to continue for a term of 5 years. Interest 6% p.a.	
Agent	C.E. Carter	
Comment	Contract signed by Purchaser & Vendor	

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K L Carter
Member of REIV

DATED 3rd Feb., 1933

MR. A. Smith,

WITH

Mr. E. W. Taylor.

Contract of Sale of Land.

C. E. CARTER,

RINGWOOD.

AGENT ~~Solicitor~~ for Vendor.

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THE 1930 COPYRIGHT CONTRACT OF SALE

CONTRACT OF SALE of Land

Copyright No. 19334.

Vendor or Vendor's Agent as the case may be.

I/We the undersigned CHARLES E. CARTER, Auctioneer

of Main Street RINGWOOD

Agent for ARTHUR SMITH

of Canterbury Road, KILSYTH

Purchaser.

hereby acknowledge that I/we have this day sold to EDWARD WILBRAHAM TAYLOR

of Wantirna Road, RINGWOOD

Particulars.

All that piece of land ~~being~~ having an area of 9 acres or thereabouts being lot 2 on Plan of Subdivision No. 7057 lodged in the Office of Titles and being part of Crown Allotment Forty Six[C] Parish of Mooroolbark County of Mornington and being the land described in Certificate of Title Volume 4482 Folio 896390

House or rights of way, etc.

Together with all improvements thereon

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

Subject to



Price.

for the sum of Six hundred pounds (£600.)

The "**1930 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 One hundred pounds (£100)

(*b*) the residue together with interest at the rate of 6 per centum per annum by consecutive weekly instalments of twenty five shillings the first of such instalments to be paid on the 18th day of February 1933 and such instalments to continue for a term of 5 years when the purchaser shall pay the ultimate residue of his purchase money at the expiration of 5 years from the date hereof.

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

and I/we agree to pay interest on the residue at the rate of 6 per centum per annum. Such interest to be calculated by quarterly rests.

DATED this 3rd day of February 19 33

Arthur Smith

VENDOR or Vendor's Agent as the case may be.

E. H. Taylor

PURCHASER.



RECEIVED from the within-named purchaser the sum of One hundred pounds

being the deposit within mentioned.

DATED Feb 3rd 19 33

Charles E. Carter

A copy of the "**1930 Copyright Conditions of Sale**" *above mentioned appear 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 hereby agrees to indemnify the Vendor against all payments of principal and interest due on or after the date hereof under the mortgage now registered over the said property.

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

The 1930 COPYRIGHT CONDITIONS OF SALE

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

Copyright No. 19334

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 moneys agreed to be paid by him.

7. TIME shall be considered of the essence of the contract and of all the conditions thereof.