CARTER
REAL ESTATE

| | | |
|---|---|---|
| Dated | 1933 | |
| Parties | William Tortice<br>Fred Cadby | Vendor<br>Purchaser |
| Price | £1,100,00 | |
| Property | Part of Crown Allotment 13 Section 3<br>Township & Parish of Warrandyte<br>Land more particularly described in<br>Certificate of Title Volume 2574 Folio 514790<br>Together with the weatherboard dwelling and<br>all outbuildings erected thereon. | |
| Terms | £5<br>The residue £170 within thirty days | |
| Agent | C.E. Carter | |
| Comment | The Vendor sells as executor of the Will of<br>Elizabeth Stewart - Deceased. | |
| Vendors Solicitors | Messrs W.H. Flood & Permezel of<br>Melbourne | |
| Land | 50 x 150 | |
| | Unsigned copy of Contract | |

**CE Carter & Son Pty Ltd**
ABN 390 062 316 16
•Licensed Estate Agent
•Auctioneers • Valuers
•Property Managers
128 Maroondah Highway
Ringwood Vic. 3134
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**Directors:**
Richard A Carter BEc FREI FAPI
William Lyall B. Bus (Prop)
Licensed Estate Agents
K L Carter
Member of REIV

DATED 1933.

MR. G. E. CARTER

as agent for

M.R. WILLIAM TORTICE

WITH

M.....

# Contract of Sale of Land.

W. H. FLOOD & PERMEZEL,
Solicitors,
430 Bourke Street,
Melbourne.

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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 G. E. CARTER Auctioneer S. Ringwood

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

Name(s) WILLIAM TORTICE

Address(es) of South Warrandyte

Description(s) Orchardist

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

*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

Fred Cadby

of Chandler Road Noble Park.

50 + 50

Particulars of land.

All that piece of land being part of Crown Allotment 13 Section 3 - - - Township and Parish of Warrandyte County of Evelyn and being - the land more particularly described in Certificate of Title - Volume 2574 Folio 514790.

*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 the weatherboard dwelling house and all outbuildings erected thereon - - - - - - - - - - - - - - - - - -

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

Subject to all existing easements (if any) and tenancies.

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~~ shall be paid to *the ~~within-named~~ Vendor(s)* Vendor's Solicitors W. H. Flood & Permezel of 430 Bourke Street Melbourne.

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 ~~Fifty pounds (£50.)~~ Five pounds ——— The residue One hundred & seventy pounds within thirty days

(*b*) ~~the residue~~ Together with interest at the rate of 6 per centum per annum by consecutive weekly instalments of fifteen shillings for a period of two years when the residue of the purchase money shall become due and payable.

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

and I/we agree to pay ~~interest~~ on ~~the amount of purchase money from time to time remaining unpaid at the rate of Six pounds per centum per annum calculated from date possession is given and payable quarterly.~~

DATED this 22nd day of March 193 3.

——————————— } 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 Five pounds being the deposit within mentioned

DATED 22 March 193 3

*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 Vendor sells as executor of the Will of Elizabeth Stewart -- deceased.

2. The identity of the property sold with that described in the----- said Certificate of Title shall be admitted by the purchaser and- no requisition or objection shall be made by the purchaser in --- regard to any deficiencies which may exist between the title ---- measurements and the measurements of the property as occupied nor shall any such discrepancies be the subject matter of any claim - for rescission or compensation by the purchaser.

3. The Purchaser hereby attorns and becomes tenant of the vendor from quarter to quarter at a quarterly rental equal to the quarterly - instalments of principal and interest payable under this contract and payable on the same quarterly dates and upon the purchaser -- making default in the performance of any of the terms or -------- conditions of this contract the vendor may determine this tenancy on any day whether a quarter day or not after giving the -------- purchaser seven days notice and the vendor shall have all the --- rights powers and authorities of a landlord under the provisions- of The Landlord & Tenant Act 1928.

4. The Vendors Solicitors are Messrs. W. H. Flood & Permezel of 430- Bourke Street Melbourne.

*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.