CARTER
REAL ESTATE

Dated	Undated	
Parties	William R.G. Woodard Naomi Olive Wisdom	Vendor Purchaser
Price	£200	
Property	Situated Whitehorse Road & Beaufort Road Ringwood East/Croydon Lots 7 & 19 on Plan of Subdivision No 11830 Part of Crown Allotment 36C Certificate of Title Volume 5320 Folio 1064528 Together with all improvements erected thereon.	
Terms	£25 deposit The balance within 30 days	
Agent	C.E. Carter	
Comment	Signed by C.E. Carter on behalf of Vendor & by Purchaser	

CE Carter & Son Pty Ltd
ABN 390 062 316 16
•Licensed Estate Agent
•Auctioneers • Valuers
•Property Managers
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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. W. R. C. Woodard.

WITH

M.....

Contract of Sale of Land.

C. E. CARTER
Auctioneer,
RINGWOOD.

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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 CHARLES ERNEST CARTER Auctioneer of Main Street RINGWOOD.

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

Name(~~s~~)— WILLIAM RICHARD GORDON WOODARD.

Address(~~es~~)—"Pinemont" Ringwood

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

Naomie Olwi Wisdom

of Canterbury Road Vermont

Particulars of land.

All that piece of land being lots 7 and 19 on Plan of Subdivision No. 11830 lodged at the Office of Titles Part of Crown Allotment 36C Parish of Warrandyte County of Mornington and being the land comprised in Certificate of Title Volume 5320 Folio 1064528

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 all improvements erected thereon.

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

Subject to

Price. for the sum of Four hundred and twenty five 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 Twenty five pounds (£25)

(*b*) the residue within thirty days.

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

and ~~I/we agree to~~ pay interest on

DATED this 1st day of April 193 8

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

Norma V. Wisdom 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 twenty five pounds ------

---------- being the deposit within mentioned

DATED 1/4/ 193 8 E. Carter

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

Confirmed E. Woodard

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

SPECIAL CONDITIONS (if any)

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.

11830

See appn 5948/233

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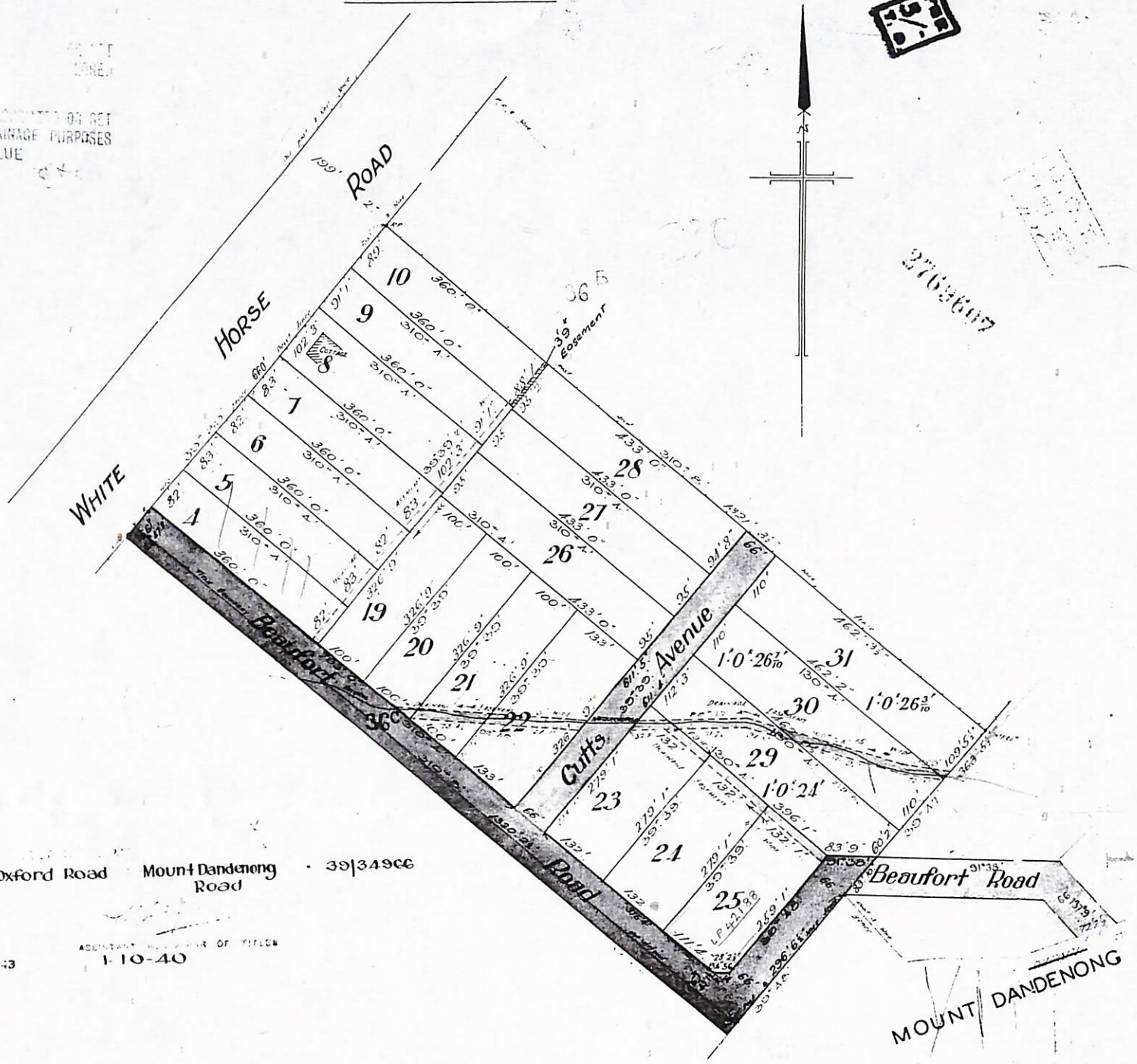
PLAN OF SUBDIVISION OF
Part of Crown Allotment 36c
Parish of WARRANDYTE . County of MORNINGTON

Scale 150 feet to an inch

—Vol 3060. Fol 611 865—

THE LAND AP[illegible] OR SET APART FOR DRAINAGE PURPOSES IS COLORED BLUE



Oxford Road Mount Dandenong Road · 39|34966

ASSISTANT REGISTRAR OF TITLES

28 19643 1-10-40

Copy Examined 25.6.28

— COUNCILS CONSENT IS ON PLAN WITH E.Ds REPORT —

I, ROBERT HOPPER WOODCOCK, a Surveyor duly licensed under the LAND Surveyors' Act 1915, do solemnly and sincerely declare and certify that the parcels of land herein delineated and coloured red have been surveyed and pegged on the ground and plotted by me or under my immediate personal supervision and in strict accordance with the Regulations for the guidance of Surveyors under the said Act, and that this map is in all respects accurate

And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act of the Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Declared at Dandenong
in the State of Victoria, this 27th
day of May 1925
Before me, H. G. Taylor J.P.

R. H. Woodcock

A Justice of the Peace in and for the Central Bailiwick of the State of Victoria.

Department of Lands and Survey
PHOTOGRAPHED AT THE CENTRAL PLAN OFFICE
Size 1 plate Date 2-2-45

11830

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MAROONDAH CITY COUNCIL
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