CARTER
REAL ESTATE

Dated	14 May 1934	
Parties	Harold James Rayner Jennie Smith	Vendor Purchaser
Price	£300	
Property	Containing 3 acres or thereabouts Being Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 on Plan of Subdivision No 10902 Part of Crown Portion 10 Parish of Ringwood Certificate of Title Volume Folio Together with all buildings erected thereon	
Terms	£40 deposit. The residue in weekly payments of 15 shillings until 16 June 1939. The payments to be made monthly. Interest at the rate of 5% per annum from the date herein. Interest to be calculated quarterly.	
Agent	C.E. Carter	
Comment	Signed by C.E. Carter, Purchaser & Vendor Contract transferred from James Smith to Jennie Smith	

CE Carter & Son Pty Ltd
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Licensed Estate Agents
K L Carter
Member of REIV

DATED 19

M r. H. J. Rayner.

WITH

M

Contract of Sale of Land.

C. E. CARTER,

RINGWOOD,

AUCTIONEER ~~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 HAROLD JAMES RAYNER

of 104 Gordon Street FOOTSCRAY

Purchaser.

hereby acknowledge that I/we have this day sold to ~~James~~ Jennie Smith

of Burnt Street Tunstall Married Woman

Particulars.

All that piece of land ~~being~~ containing 3 acres or thereabouts being lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 on Plan of Subdivision No. 10902 lodged at the office of Titles being part of Crown Portion 10 Parish of Ringwood County of Mornington and being the land more particularly described in Certificate of Title Volume Folio

House or rights of way, etc.

Together with all buildings erected thereon

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

Subject to all registered easements

Price.

for the sum of Thrahundred pounds

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 Forty pounds

(*b*) the residue together with interest as hereinafter mentioned by consecutive weekly payment of fifteen shillings until the 16th day of June 1939 when the residue shall become due and payable.
The payments to be made monthly
Possession to be given on June 16. 1934

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

and I/we agree to pay interest on all unpaid purchase money at the rate of 5 per centum per annum from the date hereof. Such interest to be calculated by quarterly rests and after deducting interest from the total instalments paid each quarter the residue shall be credited as part of the Purchase money duly paid.

DATED this 14th day of May 1934

C. E. Carter } VENDOR or Vendor's Agent as the case may be.

I confirm this sale

~~Mrs.~~ H. J. Rayner.

~~James Smith~~ PURCHASER.

Jennie Smith

RECEIVED from the within-named purchaser the sum of Forty pounds being the deposit within mentioned.

Duty Stamp.

DATED May 14 1934

C. 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 has the option of paying off the whole or part of the purchase money before the date 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 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.

Burnt St
Turnstall
14-5-34

Mr C. Carter

Dear Sir,

About the contract would you please transfer it over to my wife's name You would Oblige

James Smith

P.S, It only means changing James to Jennie.