CARTER
REAL ESTATE

Dated	23 June 1939	
Parties	Arthur Eric Watson	Vendor
	Thomas Davies & Mary Ann Davies	Purchaser
Price	£475	
Property	Land having a frontage of 148 feet 5 inches to Ringwood Street, being part of Lots 3 & 4 on Plan of Subdivision No 5095 Part of Crown Allotment 30 Certificate of Title Volume 5751 Folio 1150159 Together with all buildings and erections thereon	
Terms	£25 deposit as follows: £2 on the signing hereof and £23 on 26 June 1939. The residue payable within 30 days	
Agent	C.E. Carter	
Comment	Signed by Purchaser	

CE Carter & Son Pty Ltd
ABN 390 062 316 16
•Licensed Estate Agent
•Auctioneers • Valuers
•Property Managers
128 Maroondah Highway
Ringwood Vic. 3134
PO Box 4112 DX 38080
Ringwood Vic. 3134
Telephone: 9870 6211
Facsimile: 9870 6024
Website: www.carter.com.au
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 June 23 193 9

MR. A. E. WATSON

WITH

MR. T. DAVIES

Contract of Sale of Land.

C. E. CARTER,
Auctioneer,
RINGWOOD.

Printed and Published for the owner of the copyright by
Harston, Partridge & Co. Pty. Ltd., Printers, Melb.
ALL RIGHTS RESERVED.

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)— ARTHUR ERIC WATSON

Address(es)— 47 Victoria Crescent, MONT ALBERT

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

Description(s)— Manager

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

THOMAS DAVIES and Mary Anne Davies

of 13 Range View Crescent, NORTH BALWYN

as tenants in common

Particulars of land.

All that piece of land ~~being~~ having a frontage of 148 feet 5 inches to Ringwood Street, being part of lots 3 & 4 on Plan of Subdivision No. 5095 lodged in office of Titles Part of Crown Allotment 30 Parish of Warrandyte County of Evelyn the land described in Certificate of Title Volume 5751 Folio 1150159

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 buildings and erections thereon.

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

Subject to

Price. for the sum of **Four Hundred & Seventy-five Pounds (£475)**

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)** as follows Two pounds on the signing hereof and Twenty three Pounds on June 26/1939

(*b*) the residue **within 30 days.**

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

and I/we agree to pay interest on

DATED this 23 day of June 1939

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

Thos Davies ..... PURCHASER(S).

A witness is necessary only if the lan 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).

RECEIVED from the within-named purchaser the sum of Two pounds being Part of the deposit within mentioned

23/6/39 STAMP DUTY

DATED June 23 1939

C E Carter



Received the sum of Twenty three pounds the balance of the deposit C E Carter

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)

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

Copyright No. 20996.

The 1931 COPYRIGHT CONDITIONS OF SALE

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

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.