

HOUSING COMMISSION, VICTORIA

179 QUEEN STREET, MELBOURNE, C.I.

Please address all correspondence
to the Secretary and quote No.

When telephoning or calling ask
for Mr. *Dunstan*



Telephones: MY 1031, MY 1315

Telegraphic address—
"Vichousing," Melbourne

11 July 1956

Mr L. E. Stone
225 Lawrence St.
Madunga

Dear Sir,

re: Purchase of *225 Lawrence St.*

In reply to your application for the purchase price
of your home, I have to advise that the figure is £**3238** -

The ~~MINIMUM~~ deposit which it would be necessary for
you to pay is five per cent of the purchase price quoted above.

The Amortisation credit due to you will total
approximately ten per cent of the full rental paid by you during
your occupation of the property referred to above.

If you desire to purchase your home, will you please
complete the enclosed forms and return them to this office.

This offer is open for acceptance by you for a period
of *three* months from date hereon.

The purchase price quoted above does not include any
sum for the installation of roads, footpaths and sewerage in
respect of the above premises. Charges for these items are
to be borne by the purchaser himself.

Yours faithfully,

G. V. Mongan,
Sales Manager.

11th July }
 11th Aug. } 1
 11th Sept. } 2
 11th Oct. } 3

Offer open till 11th October

Price £3238

Deposit £215

Bal £3,123

Term 30 yrs.

30) 3123
 12) £104-3-0

£8-13-7

Am't from Capital per mth = £8-13-7

Payment per mth. = £15-5-0

Interest = £6-11-5

Insurance = 9-8

Rates

Total Cost per month

AMORTISATION.

≡ For Investigation ≡

Deposit £215-0-0.

Am't S/B. £246-5-6

Bal. £31-5-6

Share. £53-0-0

£84-5-6

£200-0-0.

46-0-0

53-0-0

Rebate £34-0-0

118-5-6

99

Cheques. 32-0-0

12-10-0

3

£102-0-0

£162-15-6

34-

136-0-0

44-10-0

180-10

150

30-10-0.

87-2-4
 82-10-5
 1-11

17-19-2

x 12.

215-0-0

228

22) 228

£14-0-0

6-0-0

6-13-4

12) £26-13-4

2-4-5

7-1

3-15-0

3-15-0

£15-0-0

17

x 12

204

15

87-2-4

72-10-5

£14-11-11

86
 £16
 4) 70
 17-10-0

12) 163

18

4) 9/8

2/5

15-5-0

8-13-7

£6-11-5

9-8

7-6

4) 6-10-0

£1-12-6

4) 15-5-0

3-16-3

2-5

7-16

£4-6-2

HOUSING COMMISSION, VICTORIA

179 QUEEN STREET, MELBOURNE, C.I.

Please address all correspondence
to the Secretary and quote No. HD/JMB

When telephoning or calling ask
for Mr. Dunstan.



Telephones: MY 1031, MY 1315

Telegraphic address—
"Vichousing," Melbourne

1st August, 1956.

Mr. L.E. Stone,
225 Lawrence Street,
WODONGA.

Dear Sir,

I refer to your letter of the 15th instant.

Replies are given to your queries as under:-

- (1) A cash deposit in your case would be approximately £215.
The monthly payment would be approximately £15. 5. 0. over
a term of 30 years. A higher deposit may be paid if
desired.
- (2) Insurance premium would be approximately £5.16.0. per
annum (payable in twelve monthly amounts of 9/8d.)

Your complaints in regard to the curbing, guttering and
filling have been referred to our Chief Engineer who will probably
send someone to inspect the property and see the local Council in
regard to the guttering and curbing.

The sale price of £3238 submitted to you could not be reduced
but the Commission is not desirous of selling a defective home to a
tenant. Please let me have details of any other repairs you consider
necessary.

Yours faithfully,

G. V. Mongan
Sales Manager.

HOUSING COMMISSION, VICTORIA

179 QUEEN STREET, MELBOURNE, C.I.

Please address all correspondence
to the Secretary and quote No.

When telephoning or calling ask
for M ¹ Dunden



Telephones : M 1031, M 1315

Telegraphic address—
"Vichousing," Melbourne

NEW TELEPHONE NOS.
MY 1031 MY 1315

Mr L E Stone

225 Lawrence St.
Wodonga

14 Sept 1956

Dear Sir + Madam,

Property 225 L.E. + O. B. Stone

In this matter I have pleasure in forwarding a Contract of Sale
for your perusal and signature(s). Term of contract is 30 years.

It would be appreciated if you would return the contract duly
signed, together with your cheque or Bank Draft for the deposit of
£ 215-13-10 as soon as possible. Please do not date Contract.

Remember that admittance to the Death Benefit Scheme commences from
the date the Contract is signed and deposit paid. Your Death Benefit
classification is Class One

Although no further rent will be payable by you after date of
contract, you will be required to pay interest on the outstanding
balance from the date of contract to ... 30 September Your first
instalment under the contract will not be due until 1st November, 1956.

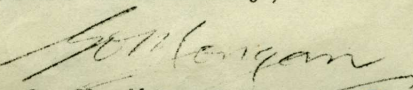
A statement setting out rates adjustments, insurance, interest payable &
any other charges will be submitted to you as soon as signed contract
and deposit are lodged in this office. A copy of contract engrossed by
Commission together with other documents finalising the sale will be
forwarded on receipt of adjustment monies.

Please Note:-

In the sale of a house to you, the Commission has co-operated with
you in meeting your housing needs. Its future activities should
naturally be directed toward the solution of the housing problems of
others.

It has been decided therefore that any person(s) who has purchased
or is purchasing any Housing Commission unit and who sells, contracts
to sell, mortgages, transfers, assigns, lets or sub-lets the property at
any time whatsoever, will not be eligible for re-allocation of a Housing
Commission unit either as a tenant or purchaser.

Yours faithfully,


G. V. Morgan.
Sales Manager. 203

AGREEMENT pursuant to the HOUSING (HOUSE PURCHASERS' DEATH BENEFITS) REGULATIONS.

HOUSING COMMISSION pursuant to the Housing (House Purchasers' Death Benefits) Regulations HEREBY AGREES with **Leslie Edwin Stone**

(herein called

"the purchaser") subject to the provisions of the said Regulations to forego the whole of the purchase money other than instalments in arrears and interest on those instalments owing at the death of the purchaser under the Agreement specified in the Schedule hereto.

DATED the **Twentieth** day of **September** 19 **56** .

SCHEDULE

AGREEMENT made the **Twentieth** day of **September** 19 **56** .

Between HOUSING COMMISSION of the one part and

Leslie Edwin Stone and Pamela Mary Stone

of the other part

for the sale of ALL THOSE premises known as

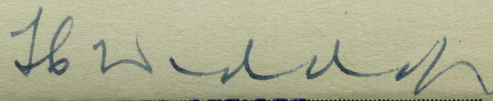
225 Lawrence Street WODONGA

at the price

of £ **3238**

Signed for and on behalf of

HOUSING COMMISSION


ESTATES OFFICER

Insurance Notice
and
Agreement

34 Main St.
Bakkenham E. or L.
John Hobson

INSURANCE NOTICE AND AGREEMENT

HOUSING COMMISSION (herein called "the Commission") hereby notifies
Leslie Edwin Stone and Pamela Mary Stone

(herein called "the purchaser") that:—

- (1) the Commission has insured the property described in the Schedule hereto (herein called "the Schedule") for the sum specified in the Schedule against destruction or damage—
 - (a) by fire, explosion, lightning, thunderbolt or earthquake;
 - (b) by burglary, housebreaking or any attempt thereat PROVIDED the property insured is not left unfurnished or vacant for more than thirty consecutive days without the written consent of the insurers hereinafter mentioned;
 - (c) by aircraft and articles dropped therefrom;
 - (d) directly caused by riot or civil commotion or strikers or locked out workers or persons taking part in labour disturbances or persons of malicious intent acting on behalf of or in connection with any political organisation;
 - (e) directly caused by the action of any lawfully constituted authority in connection with the perils referred to in sub-paragraph (d) of this paragraph;
 - (f) by bursting, leaking or overflowing of water tanks, apparatus or pipes at any time before 4 o'clock in the afternoon of the last day of the period of insurance specified in the Schedule or of any subsequent period in respect of which the insurers with whom the insurance has been effected by the Commission (herein called "the Insurers") renew the said insurance;
- (2) the said insurance extends to:—
 - (a) Claims made on the Commission or the purchaser based on liability (excluding liability under contract) as owner or occupier of the property insured and in respect of accidents happening in or about the property insured causing—
 - (i) Bodily injury to any person not being in the service of the Commission or the purchaser or not being a member of the family or household of the purchaser;
 - (ii) Damage to property not belonging to or in the charge or under the control of the Commission or the purchaser or of a member of the purchaser's family or household or of a person in the service of the Commission or the purchaser PROVIDED that the amount payable in respect of any one accident or series of accidents constituting one occurrence shall not exceed the sum of One thousand pounds in addition to costs and expenses incurred by the Commission or the purchaser with the written consent of the Insurers and PROVIDED further that the said insurance does not extend to claims in respect of injury or damage arising out of or incident to:—
 - (A) The Commission's or the purchaser's profession or business;
 - (B) The use of lifts or vehicles;
 - (C) The carrying out of alterations, additions, repairs or decorations;
 - (D) The use or ownership of animals when the injury or damage occurs beyond the boundaries of the property insured;
 - (E) Damage to surrounding property unless caused by parts of the property insured falling thereon; or
 - (F) Any occurrence in respect of which a claim is made against the purchaser as owner of a private boarding house or residential flat.
 - (b) Loss or damage to the property insured caused by impact by any road vehicle, horses or cattle not belonging to or under the control of the Commission or the purchaser or the occupier of the property insured or of a member of the purchaser's or the said occupier's family.

(3) the said insurance does not cover—

- (a) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- (b) loss or damage occasioned by confiscation, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public municipal or local authority of the country or area in which the property insured is situate if the loss or damage is occasioned by or arises out of any of the occurrences referred to in sub-paragraph (a) of this paragraph;
- (c) loss or damage by or in consequence of flood;
- (d) loss or damage happening during the occurrence of any of the events or conditions mentioned in the preceding sub-paragraphs of this paragraph unless the purchaser proves that the loss or damage was not caused thereby.

AND the Commission hereby agrees with the purchaser that subject to—

- (a) the purchaser paying the premium specified in the Schedule and the premium from time to time payable in respect of the renewal of the said insurance; and
- (b) the conditions contained in the Schedule

it will hold the said insurance for itself and in trust for the purchaser to the extent of their respective interests.

DATED the Twentieth

day of September

19 56 .

THE SCHEDULE

The Property Insured: The dwelling, outbuildings and fences (shown in the records of the Commission and known as Type T611-104 R) erected on the property known as 225 Lawrence Street WODONGA

EXCLUDING any improvements or structures on the said property not made or erected by or on behalf of the Commission.

The Sum Insured: £ 2900

The Period of Insurance: From 20th September 1956
to 30th June, 19 57

The Premium: £ 5.16.0 per annum

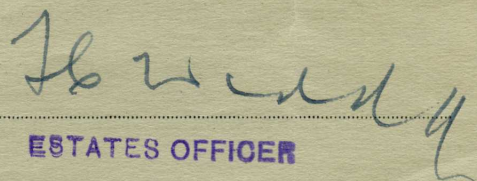
CONDITIONS:

1. The purchaser shall notify the Commission of any other insurance, now or hereafter effected, covering any of the contingencies herein mentioned and unless that other insurance is stated in or endorsed on or attached to the policy of insurance issued by the Insurers to the Commission (herein called "the Commission's policy") by or on behalf of the Insurers before the occurrence of any loss or damage the purchaser shall not be entitled to any benefit under the Commission's policy. The payment of any premium or the issue of any policy, receipt or cover note shall be deemed conclusive evidence of the existence of other insurance whether liability under the other insurance is disputed or not.

2. (1) On the happening of any loss or damage or accident and in every case where legal or other proceedings are commenced or threatened, the purchaser shall forthwith give written notice to the Commission containing all information available as to:—
 - (a) the circumstances of the loss damage or accident;
 - (b) all claims made or threatened;
 - (c) the names and addresses of witnesses.
- (2) In the event of loss or damage by burglary housebreaking or theft or any attempt thereat the purchaser shall immediately notify the police.
- (3) The purchaser shall within seven days after the happening of any loss or damage deliver to the Commission a claim in writing for the loss or damage (containing as particular an account of the facts as is reasonably practicable) and shall at all times at his expense produce and deliver to the Commission all such books, vouchers and other evidence as may be reasonably required by or on behalf of the Insurers together with a statutory declaration of the truth of the claim and of any matters connected therewith.
3. The purchaser shall not (except at his own risk and expense) without the written consent of the Insurers incur any expense of litigation or negotiate pay settle admit or repudiate any claim.
4. The Insurers shall be entitled—
 - (a) on the happening of any loss of or damage to the property insured to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner. No property may be abandoned to the Insurers whether possession thereof has been taken by the Insurers or not;
 - (b) to undertake in the name and on behalf of the Commission and the purchaser or either of them (as the circumstances require) the absolute conduct, control and settlement of any proceedings at its own expense and for its own benefit but in the name of the Commission and the purchaser or either of them to recover compensation or secure indemnity from any other person in respect of anything insured by the Commission's policy.
5. If a claim is fraudulent in any respect, or if a false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the purchaser or anyone acting on his behalf to obtain any benefit under the Commission's policy, or if the loss or damage is occasioned by the wilful act or with the connivance of the purchaser, or if the purchaser or anyone acting on his behalf shall hinder or obstruct the Insurers in doing any of the acts mentioned in Condition 4 of this Schedule, or if the claim be made and rejected and an action or suit not be commenced within three months after the rejection, all benefits under the Commission's policy shall be forfeited.
6. The Insurers may at any time, by written notice given to the Commission, cancel the Commission's policy. After cancellation as aforesaid, the Commission shall refund to the purchaser such part of the premium paid by him as is refunded by the Insurers.
7. All differences between the purchaser and the Insurers arising out of the Commission's policy shall be referred to arbitration in manner provided in the Commission's policy.

Signed for and on behalf of

HOUSING COMMISSION


ESTATES OFFICER

OUTSTANDING CHARGES

Rate Officer

Purchaser STONE Leslie Edwin and Pamela Mary
 Property 225 Lawrence Street, WODONGA.
 Adjustment Date..... 20th September, 1956.....

Item	Authority	Date Paid to or being paid to	Amount	Number of Days	Vendor Allows	Purchaser Allows
Water Rates	W.works Trust	31.12.56	£6.13. 4	103		£1.17. 8
General	Shire of Wodonga	30. 9.56	14. 0. 0	11	}	
Garbage						11. 4
Pan	"	"	4.15. 0	11		
Sewerage						
Interest	H.Comm. Vic. on £3010 @ 4½%	to 30.9.56		11		4. 1. 8
Fire Insurance	H.Comm.Vic. £2900	£5.16.0 to 31.10.56		42		13. 4
						£7. 4. 0

Nett amount of adjustments now due and payable.
 Rent must be paid up to and including the 19th day of September, 1956.

HOUSING COMMISSION, VICTORIA

179 QUEEN STREET, MELBOURNE, C.I.

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to the Secretary and quote No.

When telephoning or calling ask
for M^{rs} *Dundon*



Telephones: MY 1031, MY 1315

Telegraphic address—
"Vichousing," Melbourne

11 Oct 1956

M^{rs} + M^{rs} L.E. Stone.
225 Lawrence Street
Wodonga

Dear Sir + Madam,

re: Purchase of *Home*

Receipt is acknowledged of adjustment monies
forwarded by you.

Enclosed please find:-

- 1.. Receipt for adjustment monies.
- 2.. Your copy of contract.
3. Schedule as prescribed in clause 4 of the
contract.
- 4.. Fire Insurance Agreement.
5. Receipts folder.
- 6.. Death Benefit Agreement.

*Your claim for rent rebate has been handed to the Rent
Dept.*

~~Death Benefit Agreement is being prepared and
will be forwarded at a later date.~~

Wishing you satisfaction and good luck in your
acquisition.

Yours faithfully,

G.V. Mongan

G.V. Mongan,
Sales Manager. *GP*

HOUSING COMMISSION, VICTORIA

179 QUEEN STREET, MELBOURNE, 3000

Telephone: 60 0511, Telegraphic Address: "Vichousing" Melbourne

Please address all correspondence to the Secretary and quote No.

JB:TP

Phone or call Mr BOYALL:EXT:412

21st March, 1975.

Messrs. Harris Lieberman & Co.,
Barristers & Solicitors,
P.O. Box 143,
WODONGA. 3690.

26 MAR 1975
RECEIVED

Dear Sir,

RE: L.E. STONE (DECD) - PROPERTY
225 LAWRENCE STREET, WODONGA

I refer to your previous correspondence in the above matter and now wish to advise that this Commission accepted liability for the above property under the Death Benefit Regulations at its meeting held on 3rd March 1975. The widow Mrs. P.M. Stone need make no further monthly payments to this Commission. There is an amount of \$55.40 existing in the account as a credit and in order that this amount may be refunded to the widow, it will be appreciated if you will provide me with a Section 14 Certificate Pro 8 under the Probate Duty Act 1962 for this amount. Upon receipt of the Certificate a cheque will be forwarded to the widow.

You will appreciate that the property is no longer insured and I would suggest that you advise Mrs. Stone to effect private insurance cover through a company of her choice against fire, storm and tempest and any other contingency she may consider necessary.

Balance of liability outstanding at the date of death was \$3591.63.

Yours faithfully,

L.F.V. SYMES

SECRETARY

PP