



# Victorian Current Acts

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## PROPERTY LAW ACT 1958 - SECT 42

### Provisions as to contracts

(1) A stipulation that a [purchaser](#) of a legal estate in [land](#) shall accept a title made with the concurrence of any person entitled to an equitable interest shall be void, if a title can be made discharged from the equitable interest without such concurrence—

- (a) under a [trust for sale](#); or
- (b) under this Act, or the [Settled Land Act 1958](#), or any other Act.

(2) A stipulation that a [purchaser](#) of a legal estate in [land](#) shall pay or contribute towards the costs of or incidental to obtaining a vesting order, or the appointment of trustees of a settlement, or the appointment of trustees in relation to a [trust for sale](#), shall be void.

**[S. 42\(3\)](#) amended by Nos 35/1996 s. 453(Sch. 1 item 68.2), 23/2016 s. 36(1).**

(3) No contract of [sale](#) relating to [land](#) shall contain a clause or condition stipulating for the payment by the [purchaser](#) to the vendor or to the [legal practitioner](#) or [conveyancer](#) of the vendor of any costs and expenses except—

- (a) costs and expenses incurred by the vendor by reason of default on the part of the [purchaser](#) in respect of the observance or performance of any of the terms or conditions of the contract;
- (b) such costs and expenses as are payable by the [purchaser](#) pursuant to—
  - (i) conditions of [sale](#) of [land](#) not under the operation of the [Transfer of Land Act 1958](#) which conditions are adopted pursuant to section forty-six of this Act; or
  - (ii) conditions to the like effect of [sale](#) of such [land](#); and
- (c) costs and expenses of perusal and obtaining the execution and registration of any [conveyance](#) transfer or other assurance of any [land](#) being part only of the [land](#) which is the subject-matter of such contract of [sale](#).

(4) A stipulation contained in any contract for the sale or exchange of [land](#) made [after the commencement of this Act](#), to the effect that an outstanding legal estate is to be traced or got in by or at the expense of a [purchaser](#), or that no objection is to be taken on account of an outstanding legal estate, shall be void.

(5) Where a [purchaser](#) has power to acquire [land](#) compulsorily and a contract, whether by virtue of a [notice](#) to treat or otherwise, is subsisting under which title can be made without payment of the compensation money into [court](#), title shall be made in that way unless the [purchaser](#), to avoid expense or delay or for any special reason, considers it expedient that the money should be paid into [court](#).

(6) A vendor shall not have any power to rescind a contract by reason only of the enforcement of any right under this section.

**[S. 42\(7\)](#) inserted by No 23/2016 s. 36(2).**

(7) In this section—

"conveyancer" means a licensee under the [Conveyancers Act 2006](#).

**No. 3754 s. 43.**

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