

PARTICULARS AND CONDITIONS OF SALE
OF
FREEHOLD PROPERTY

KNOWN AS

The ELECTRIC RAILWAY ESTATE

RINGWOOD

SOLD BY

C. E. CARTER and F. H. PATTERSON & CO.
IN CONJUNCTION

AS AGENTS FOR THE VENDOR

PARTICULARS

All that piece of land being Lot **98 and 99** on Plan of Subdivision No. 9473 lodged in the Office of Titles and being part of Crown Portion Eighteen Parish of Ringwood County of Mornington. Together with a right of carriage way over such of the roads shown on the said Plan as about on the said Lot.

CONDITIONS

1. The Conditions in Table "A" of the "Transfer of Land Act 1915" shall apply to this Contract with and subject to the alterations and modifications following.
2. The highest bidder shall be the Purchaser and if any dispute shall arise as to any bidding the Lot or Lots shall be put up again and resold. No bidding shall be retracted. The Vendor reserves the right of making one bid for each Lot either personally or by agent.
3. The Purchaser shall on the signing of the subjoined Contract pay to the Auctioneer a deposit in cash of Three Pounds of the purchase money for each Lot purchased and shall pay the balance of his purchase money by monthly instalments of One Pound for each such Lot and shall pay interest in the meantime at the rate of Six per centum per annum on such balance or the portion thereof for the time being unpaid such interest to be paid quarterly. Such instalments of balance of purchase money and the interest thereon to be paid at the Office of ~~RUSSELL, BONA & RUSSELL~~ ^{C. E. CARTER OF RINGWOOD} until the full amount of purchase money and interest shall have been paid.
4. All rates taxes and other outgoings payable in respect of the property shall be paid by the Purchaser as from the date of Sale and the same shall if necessary be apportioned between the Vendor and Purchaser.

Dated 8th of August 1925

Re "TRANSFER OF LAND ACT 1915."

C. E. CARTER
AND
F. H. PATTERSON & CO.
WITH

~~B.C. Tilbury Esq & A.J. Albon Esq~~

Particulars and Conditions of Sale
OF

LOT 98 & 99

Electric Railway Estate

RUSSELL, BONA & RUSSELL,
SOLICITORS, &c.
19 QUEEN STREET,
MELBOURNE.

And at Ringwood

Stillwell & Stephens Pty. Ltd., Printers, 373 Lonsdale St.

5. The 5th Condition of the said Table "A" shall be read as if instead of the word "but" the words "if such mistake or error be discovered within fourteen days from the day of Sale but not otherwise" had been inserted.

6. The Vendor's Solicitors are Messrs. Russell Bona and Russell 19 Queen Street Melbourne and at Ringwood by whom a transfer of the property sold will be prepared and registered for the payment of £1 11s. 6d. for one Lot and £1 1s. for each additional Lot together with stamp duty and Government fees.

7. Condition 6 of the said Table "A" is hereby excluded and the following substituted viz.: "If the Purchaser shall fail or neglect to comply with any of the Conditions herein contained and shall not pay his purchase money at the times and in the manner hereinbefore provided his deposit money and all other moneys paid hereunder shall be actually forfeited to the Vendor who shall be at liberty without notice to rescind the subjoined Contract and at his option either to resume and retain possession of the property bought by such Purchaser free from all rights and equities whatsoever or to resell such property either by public auction or by private contract for such price or prices at such time and place and subject to such conditions and in such manner in all respects as the Vendor shall think fit and any deficiency in price which may happen on such second sale together with all expenses attending the same shall immediately be made good by the Purchaser hereunder and in case of non-payment of the amount of such deficiency and expense the whole thereof shall be recoverable by the Vendor as and for liquidated damages and it shall not be necessary for the Vendor previously to tender a transfer to the Purchaser."

8. Upon the said Plan of Subdivision are shown certain strips of land or drainage areas marked on the said Plan of Subdivision as drainage easements. The fee simple of so much of any such drainage area as may be included in the Lot or Lots hereby sold shall be transferred to and become the property of the Purchaser but in the transfer of the said Lot or Lots to the Purchaser of the same such portion shall be subject to any drainage easements which may have been previously created over the same and also there shall be reserved a right of drainage through over along and upon the same to and in favour of the Vendor in respect of any unsold or untransferred Lots.

9. Time shall in all cases and in all respects be of the essence of this Contract.

10. The Property is sold subject to the reservations exceptions and exemptions (if any) contained in the original grant from the Crown.

11. No Purchaser shall have any right of action for damage by trespass against or any right to impound cattle belonging to the Vendor or any person or persons claiming through the Vendor unless the Lot or Lots concerned is or are enclosed by a substantial fence.

12. Any Purchaser shall have the right to pay off the balance of his purchase money due on any Lot or Lots sold to him on giving reasonable notice to the Vendor such notice not to exceed three months.


13. The present and any future Moratorium Regulations under any War Precautions Act (Federal or State) and any similar provisions hereafter to be made shall be deemed to be excluded from operation as regards this Contract.

CONTRACT

WE the undersigned C. E. CARTER and F. H. PATTERSON & CO. as Agents for the Vendor do hereby acknowledge that we have this day sold to

Bertie Charles Tilbury and Arthur James Albon
of
Russell Street Surrey Hills

the Property comprised in the foregoing Particulars of Sale for the sum of **One hundred & eighty pounds** being at the rate of **Thirty shillings per foot** per foot.


AGENT FOR VENDOR.

And we the undersigned **Bertie Charles Tilbury and Arthur James Albon** of **Russell Street Surrey Hills**

do hereby acknowledge that I have this day Purchased the said Property for the sum above stated and I hereby agree to fulfil in all respects on my part the above Conditions of Sale.

.....
PURCHASER.

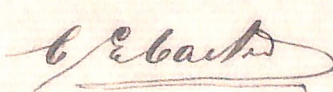
Dated this **8th** day of **August** 192**5**.

Dr.

To Amount of Purchase Money £180.0.0

Cr.

By Deposit £6.0.0
,, Balance, payable by the Instalments mentioned in Condition 3 of the above Conditions of Sale
£

RECEIVED the Sum of Six pounds the above-mentioned Deposit.


Dated	8 th August 1925	
Parties	Bertie Charles Tilbury Arthur James Albon	Vendor Purchaser
Price	£180	
Property	The Electric Railway Estate Lot 98 & 99 Plan of Subdivision 9473 Crown Portion 18 Parish of Ringwood County of Mornington	
Terms	£6 deposit Balance by monthly instalments of £1,10 shillings for each lot Interest 6% paid quarterly	
Agent	C.E Carter & F.H Patterson & Co	
Comment	no signature by purchaser	