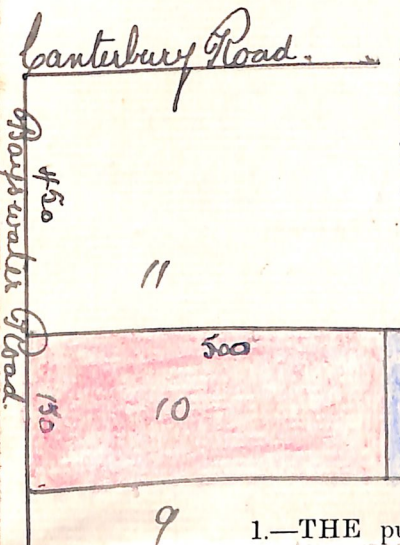


PARTICULARS AND CONDITIONS of Sale of FREEHOLD LAND  
situate at BAYSWATER ROAD. BAYSWATER.

Particulars.

ALL that piece of land being lot 10 on Plan of Subdivision lodged at the Office of Titles No. 8305, Part of Crown Allotment 36 Parish of Ringwood County of Mornington and being the land described in Certificate of Title Volume 4848 Folio 969462. Together with all buildings and erections thereon.



Conditions.

- 1.—THE purchase money for the above-described property shall be the sum of **Three hundred and twenty five pounds.**
- 2.—THE conditions in Table A of the "Transfer of Land Act 1915" shall apply to this contract, subject to the following conditions:—
- 3.—THE Purchaser shall on the signing hereof pay a deposit in cash of **Fifty pounds** of the total amount of **the** purchase money, and shall pay the balance of **the** purchase money ~~together with interest at the rate of 7 per centum per annum (calculated on quarterly rests) by consecutive weekly payments of twenty shillings (20/-)~~ <sup>within thirty days (30)</sup> ~~The Residue of the Purchase money shall become due and payable five years from the date hereof.~~

- and shall also sign the subjoined contract.
- 4.—ALL rates taxes insurance premiums and other outgoings shall be apportioned between Vendor and Purchaser up to date of
  - 5.—ALL moneys owing to the Melbourne and Metropolitan Board of Works at date of sale shall be paid by the Vendor.
  - 6.—IF any dispute shall arise as to the title between the Vendor and the Purchaser it shall be lawful for the Agent to pay the deposit money into a Bank to a joint account in the names of the Vendor and Purchaser to abide the event and the Agent shall thereupon be free from all responsibility in the matter.

Dated May 28th, 1929.

"TRANSFER OF LAND ACT 1915."

F. Hobbs. Esq.

PARTICULARS

AND

Conditions of Sale

of Property.

Situate at Bayswater.

for the sum of £ 325.

C. E. CARTER,

Auctioneer and Estate Agent,

MAIN STREET, RINGWOOD.

Phone: RINGWOOD 24.

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

CONTRACT

I, the undersigned, C. E. CARTER, of Ringwood, as Agent for the Vendor, formerly of Frederick Hobbs of Bayswater Road, Bayswater, now of Patchwollock

do hereby acknowledge that I have this day sold to Flora Christina Bates 12 Park St. Coburg Married Woman the Property comprised in the foregoing Particulars

of Sale for the sum of £325. 0.0

AND I the undersigned F. C. Bates do hereby acknowledge to have this day purchased the said Property for the sum above stated and hereby agree to fulfil in all respects the above Conditions of Sale.

DATED this 28th, day of May, 1929.

C. E. Carter Agent for Vendor.

W. Kearney Purchaser for F. C. Bates

Dr. To Amount of Purchase Money, £ 325.

Cr. By Deposit.....£ ,, Balance to be paid in accordance with Condition 2 of this Contract.....£

RECEIVED FROM Mr William Kearney the sum of £50 0 0 being the Cash Deposit set forth in the foregoing Conditions of Sale.

C. E. Carter

2d DUTY STAMP

7.—THE Vendor shall not be required to produce a title to the land sold in his own name but will transfer the property by direction on payment in full of purchase money and interest.

8.—THE property is sold subject to all existing tenancies and to all easements (if any) affecting the same, and to all reservations or conditions (if any) contained in the original grant from the Crown in respect of the property.

9.—THE fifth 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 14 days from the day of sale but not otherwise" had been inserted.

10.—THE present and any future Moratorium Regulations under any War Precautions Act and any similar provisions hereafter to be made shall be deemed to be excluded from operation as regards this Contract.

11.—THE Purchaser shall pay or bear the expense of all Stamp Duties on or in respect of the transfer to him

12.—TIME shall be considered to be of the essence of the contract.

13.—THE highest bidder shall be the Purchaser, and if any dispute shall arise as to any bidding the property shall be put up again and resold. No bidding shall be retracted. The Vendor reserves the right of making one bid either personally or by an agent.

14.—THE Purchaser shall have the right to pay off the whole or any part of her purchase money at any time before the due date and interest shall cease to be payable on the amount or amounts so paid as from the date or respective dates of payments thereof.

15.—THE Purchaser shall so long as any part of her purchase money remains unpaid keep all buildings and erections on the said land insured against loss or damage by fire in their full insurable value in the joint names of the Vendor and the Purchaser and shall also keep all such buildings and erection in good and tenantable repair.

16.—THE Purchaser hereby attorns and becomes tenant from week to week to the Vendor for and in respect of the land hereditaments and premises described in the above written particulars at the rent of weekly and the said tenancy commencing on the day of 1928 and any sums received as rent shall be applied in payments of purchase money and interest and it shall be lawful for the Vendor at any time whether during the currency of a week or not after default shall have been made in payments of such rent for upon leaving seven days' previous notice upon the premises to determine the tenancy hereby created and upon the expiration of the said notice to recover possession of the said premises under provision of the "Landlord and Tenant Act" 1915 or any other Act then in force in lieu thereof or in conjunction therewith or irrespective of such Act or Acts to enter into and upon and take possession of the said premises and to expel and eject therefrom the Purchaser and all persons claiming under her or them.

Dated 28<sup>th</sup> May 1929

Parties Frederick Hobbs  
Flora Christina Bates

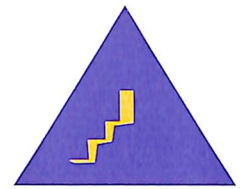
Price £325

Property Situate at Bayswater Rd, Bayswater  
Lot 10 on Plan of Subdivision No. 8305  
Title 4848 Folio 969462  
“together with all buildings and erections thereon”

Terms £50 deposit  
Balance within 30 days

Agent C.E Carter

Comment



Vendor **CARTER**  
Purchaser **REAL ESTATE**

**CE Carter & Son Pty Ltd**

ABN 39 006 231 616

- 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](http://www.carter.com.au)

E-mail: [info@carter.com.au](mailto:info@carter.com.au)

Directors:

Richard A Carter BEc FREI FAPI

William Lyall B. Bus (Prop)

Licensed Estate Agents

K L Carter

Neil A Rhodes

Member of REIV