

CARTER
REAL ESTATE

Dated 20 November 1926

Parties Lena McKenzie Vendor
Unstated Purchaser

Price -

Property Situate in Bayswater Road, Bayswater
Being 2 acres 1 rood 14 perches
Part of Lot 2
Plan of Subdivision No 3428
Title 4946 Folio 989083
"Together with all buildings and erections
thereon".

Terms £100 deposit
Balance by 5 equal annual instalments
Interest 6%

Agent C.E. Carter

Comment Draft Auction Contract
Unexecuted

CE Carter & Son Pty Ltd

ABN 390 062 316 16

- Licensed Estate Agent
- Auctioneers • Valuers
- Property Managers

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Richard A Carter BEc FREI FAPI

William Lyall B. Bus (Prop)

Licensed Estate Agents

K L Carter

Member of REIV

DATED November 20th, 1926

RE
"TRANSFER OF LAND ACT 1915"

Mrs L..L.C. McKenzie.

WITH

Particulars and
Conditions of Sale

C. E. CARTER
AUCTIONEER AND ESTATE AGENT
MAIN STREET, RINGWOOD
opposite Station
PHONE RINGWOOD 24.

Australian Printing and Stationery Co.
435 Little Collins St., c/r. Bank Place, Melbourne

The Purchaser price for the said property shall be

2.—THE Purchaser shall pay the Auctioneer a deposit of £100 (One hundred pounds) and shall pay the balance of the purchase money by equal consecutive annual instalments payable on the 20th day of November in each year the first of such payments to be made on the 20th day of November 1927 and shall pay interest in the meantime on the unpaid balance of the purchase money at the rate of 6% per annum calculated and payable half yearly.

and shall also sign this contract.

3.—ALL rates taxes assessments charges insurance and other outgoings shall be borne by the Vendor to the date of and by Purchaser from that date and apportioned and adjusted accordingly between the Vendor and Purchaser.

4.—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.

5.—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.

6.—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.

7.—THAT time shall be considered the essence of the contract.

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

9.—THE Purchaser shall so long as any part of his 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 erections in good and tenantable repair.

CONTRACT

I the undersigned. **Charles E. Carter. Auctioneer of Main Street, Ringwood,**
as Agent for the Vendor **Lena Louisa Clara McKenzie of Montrose, Married**
woman

do hereby acknowledge that I have this day sold
to

the property comprised in the foregoing Particulars of Sale for the Sum of

and I the undersigned

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.

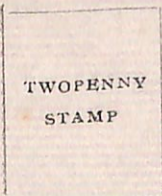
Dated this **20th,** day of **November** 19**26**

Signature Agent or Vendor.

Signature Purchaser.

Dr. Cr.
To amount of purchase money £ By Cash £.....

Received from the Purchaser the sum set out as deposit



Signature Agent or Vendor

Particulars and Conditions of Sale of Freehold Land

SITUATE IN Bayswater Road, BAYSWATER.

PARTICULARS

ALL that piece of land having an area of 2 acres, 1 rood, 14 perches being part of lot 2 on Plan of Subdivision No. 3428 lodged in office of Titles being part of Crown Allotment 28 Parish of Scoresby County of Mornington together with the right of carriage way over the road colored brown on the said map and being the whole of the land described in Certificate of Title Volume 4946 Folio 989083. Together with all buildings and erections thereon.

CONDITIONS

1.—The conditions in Table A of the "Transfer of Land Act 1915" shall apply to this Contract subject to the following alterations:—

The highest bidder shall be the purchaser and if any dispute arise concerning any bidding the ~~lot~~ ^{property} shall be put up again. No person shall at any bidding advance less than a sum to be named by the auctioneer and no bidding shall be retracted.

THE Vendor reserves the right of making one bid personally or by agent.