

Dated	14 March 1925	
Parties	F. Wiltshire E.A. Story	Vendor Purchaser
Price	£250	
Property	Lots 16, 17,18 & 19 Plan of subdivision No 7522 Railway Station Estate East Ringwood	
Terms	£125 deposit Balance due on 1 December 1925 Interest 6% pa.	
Agent	F.H. Patterson & Co 19 Queen Street Melbourne & at Brunswick & Footscray	
Comment		

**CE Carter & Son Pty Ltd**  
 ABN 390 062 316 16  
 •Licensed Estate Agent  
 •Auctioneers • Valuers  
 •Property Managers  
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 Directors:  
 Richard A Carter BEc FREI FAPI  
 William Lyall B. Bus (Prop)  
 Licensed Estate Agents  
 K L Carter  
 Member of REIV

Dated

14/3/

1925

F. H. PATTERSON & CO.,

AGENTS FOR

*J. McWilliam*

TO

*E. A. Storey*

Particulars & Conditions of Sale

*Lots 16, 17, 18 & 19  
Railway Sub Estate  
East River road*

F. H. PATTERSON & CO.,  
Auctioneer, Land, and Estate Agents,  
19 QUEEN ST., MELBOURNE,  
AND AT  
~~312-314 SYDNEY ROAD, BRUNSWICK,~~  
~~197 BARKLY STREET, FOOTSCRAY.~~

Stillwell and Co., Printers, 195a Collins-street.



# Particulars, Conditions and Contract of Sale

OF

## FREEHOLD PROPERTY

SOLD BY

# F. H. PATTERSON & Co.

as Agents for the Vendor

### PARTICULARS.

*All that piece of land being lots  
16. 17. 18 and 19 on plan of  
Subdivision No 7532 lodged in the  
Office of Titles.*

### CONDITIONS.

1. THE Conditions in Table A of the Transfer of Land Act 1890, shall apply to this Contract, with and subject to the modifications following.

2. THAT no person shall at any bidding advance a less sum than may be determined by the Auctioneer, and no bidding shall be retracted. The highest bidder shall be the purchaser, and if any dispute arise concerning the bidding, the property now offered shall be put up again for sale. The Vendor reserves the right of making one bid for the property.

3. THE Purchaser shall sign the subjoined contract, and, at the same time, pay to the Vendor or his Agent a deposit in cash of *One hundred and twenty five pounds, being one half* of the total amount of the Purchase-money, and the balance thereof shall be paid by the Purchaser to the Vendor ~~in equal instalments at the expiration of~~ *within on*

~~Twelve months~~ *Dec 1<sup>st</sup> 1925* from day of sale

with interest in the mean time at the rate of *6* per cent. per annum on such balance or the portion thereof for the time being unpaid, such interest to be paid to the Vendor at the same time as these instalments, provided always that the Purchaser shall have the right to pay off all or any portion of the purchase-money before the due date, with interest to date of payment only.

*Ernest Moore 42 Lady's  
Essex Grinstead Oct 67.*



3  
1. ANY reference to "acceptances" or "notes" in Condition 1 of the said Table A is hereby excluded, and in lieu thereof the balance of Purchase-money shall be deemed to be referred to and any such references in Conditions 3, 4, and 8 of the said Table is hereby excluded. The words in said Condition 4 "and such objection and requisition shall be insisted on" are hereby excluded.

4  
2. CONDITION 6 of the said Table A is hereby excluded and the following substituted therefor, viz.:—If the Purchaser shall fail to comply with any of the conditions herein contained or adopted, or if the Purchaser shall not duly pay the whole of the said deposit or the balance of the purchase money or the interest thereof, or any part thereof respectively, the deposit money, or so much thereof as shall have been paid, and all other moneys paid hereunder, shall be actually forfeited to the Vendor, who shall be at liberty without notice to rescind this contract and to re-sell the property by public auction or private contract, and the deficiency in price occasioned by or arising on such re-sale, together with all expenses attending the same, shall immediately be made good by the Purchaser, and in case of non-payment of the amount of such deficiency and expenses, the whole thereof shall be recoverable by the Vendor as and for liquidated damages, and it shall not be necessary previously to tender a transfer to the Purchaser, and any surplus on any such re-sale shall belong to the Vendor absolutely.

5  
3. THE Vendor's Solicitor.....

6  
4. ALL outgoings of every kind affecting the property shall be apportioned between the Vendor and the Purchaser as from the day of sale, and be settled in cash immediately after acceptance of title by the Purchaser, who shall keep the Vendor indemnified in respect of such outgoings as from the day of sale, and all rents shall, if necessary, be apportioned between the Vendor and Purchaser as from the date of unconditional acceptance of title.

7  
5. THE property sold shall, as respects all insurable loss or damage, be at the sole risk of the Purchaser as from the day of sale, who shall not have any interest in any insurance effected by the Vendor before such day, but the Purchaser shall forthwith after the sale insure all insurable buildings and erections on the said land in the full insurable value thereof in the name of the Vendor, and keep the same so insured until the transfer, and deliver to the Vendor the policy and all premium receipts on the dates when each premium is payable, failing which the Vendor may insure and insist on being repaid the cost before transferring the property. ANY money that may be received by the Vendor under such policy may, if he so elect, be applied by him in or towards payment of any unpaid purchase money.

8  
6. TIME shall in all respects be considered the essence of this Contract.

9  
7. THE property is sold subject to the reservations, exceptions, and exemptions (if any) contained in the original grant from the Crown.



CONTRACT.

Memorandum.—The undersigned F. H. PATTERSON & CO., as Agents for and on behalf of

*J. W. Willshire* of *197 Barkly Street*  
*Footscray*

hereby acknowledge that they have this day sold to *E. A. Storey*  
of *Warburton*

the property comprised in the foregoing Particulars of Sale for the sum of *Two*  
*hundred and fifty pounds*

being at the rate of *£250 for the whole*

upon and subject to the foregoing Conditions of Sale, and have received the deposit therein mentioned.

1D. DUTY STAMP.
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F. H. PATTERSON & CO.,

Per.....

AGENTS FOR THE VENDOR.

AND *I* the undersigned,

do hereby acknowledge that *I* have this day purchased of the said F. H. PATTERSON & Co.,  
as such Agents as aforesaid, the property described in the foregoing Particulars of Sale for the sum  
above stated, and hereby agree to perform and observe in all respects on *my* part the  
foregoing Conditions of Sale.

Dated this *14th* day of *March* 19*25*

.....PURCHASER.