



**CARTER**  
REAL ESTATE

Dated 7 November 1925

Parties George Kellock Vendor  
John Forrester Purchaser

Price £100-0-0

Property Situate in Bayswater  
Being 3 acres 3 roods 24 perches  
Lot 20  
Plan of Subdivision No 6563  
Dorset Park Estate  
Title Volume 5056 Folio 1011188

Terms £5 deposit  
Balance 40/- monthly for 2 years  
Interest 6%

Agent C.E. Carter

Comment Contract signed by purchaser  
And by C.E. Carter  
Vacant Land

**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 November 7th.

1925

RE

"TRANSFER OF LAND ACTS"

Mr. G. W. Kellock.

WITH

*J. A. Forrest*

Particulars and  
Conditions of Sale

C. E. CARTER

ESTATE AND INSURANCE AGENT,  
MAIN STREET, RINGWOOD.

Australian Printing and Stationery Co.,  
Melbourne. Phone Cent. 4403.



# Particulars and Conditions of Sale of Freehold Land.

Situated at Bayswater.

## PARTICULARS

Set out Allot Parish County and Depths.

All that piece of land having an area of 3 acres 3 roods 24 perches, being lot 20 on Plan of Subdivision *No 6863* known as Dorset Park Estate being part of Crown *all 43* ~~portion 42~~ parish of Mooroolbark county of Mornington.

*Volume 5056 Folio 1011188*

If part only of Land in Certificate state so and draw a plan showing Boundaries and Depths; state as shown on the Plan drawn hereon.

## CONDITIONS

Deposits and Purchase Money.

The purchase money for the said land shall be £100.0.0  
1.—THE Purchaser shall on signing hereof pay a deposit in cash of Five pounds of the total amount of the purchase money and shall pay the balance of the purchase money by monthly instalments of 40/- and shall pay interest in the mean time at the rate of six per centum per annum on such portion thereof for the time being unpaid. Such interest to be calculated and paid quarterly.

The residue of the purchase money shall become due and payable two years from the date hereof.

All payments to be made at the office of C.E. Carter of Main Street Ringwood.

Possession. Table "A" says on payment of the last instalment but shall be entitled to the possession of the property or to the rents and profits thereof upon the acceptance of the title. It may be otherwise.

and shall sign the subjoined contract.

2.—THE Purchaser shall complete his purchase (subject to these Conditions of Sale) upon the payment of the full amount of the purchase money and interest.

Interest on unpaid Purchase Money.

and if, from any cause whatsoever, other than by the default of the Vendor, the purchase shall not be completed at the time above specified, he shall pay interest on the unpaid portion of the purchase money, at the rate of £8-0-0 per cent. per annum from that time to the time of completion, without prejudice, however, to the Vendor's rights under Condition 8 hereof, if he shall think fit.

Cost of Transfer and Stamp Duty.

3.—UPON or at any time after payment of the whole of the purchase money the Vendor will sign a proper Transfer of the property to the Purchaser such Transfer to be prepared by and at the expense of the Purchaser who shall also pay or bear the expense of all stamp duties on or in respect of such Transfer to him.

Roads.

4.—ALL roads or ways adjoining or leading to or from the land sold or shown on the existing Certificate of Title to the property under the "Transfer of Land Acts" the areas of which roads are not included in such certificate shall be deemed by the Purchaser either to be appurtenant to such land or to have become public roads.



Requisitions on Title.

5.—THE Certificate of Title to the property sold shall be produced to and a copy thereof may be made by the Purchaser or his Solicitor on application in that behalf to the Vendor or his Solicitor and the Purchaser shall within fourteen days from the date hereof deliver to the Vendor or his Solicitor a statement in writing of all objections or requisitions (if any) to or on the title or concerning any matter appearing on the particulars or conditions and in this respect time shall be of the essence of the contract. All objections or requisitions not included in such statement to be delivered within the time aforesaid shall be deemed absolutely waived by the Purchaser and in default of such objections and requisitions (if none) and subject to such (if any) the Purchaser shall be considered as having accepted the title and it shall be lawful to pay over to the Vendor all sums of money paid **C.E. Carter of Ringwood.** by the Purchaser on account of the purchase money without being liable to any action or other proceeding for recovery of the same.

Annul Sale.

6.—IN case the Purchaser shall within the time aforesaid make any objection to or requisition on the Title or otherwise which the Vendor shall be unable or unwilling to remove or comply with and such objection or requisition shall be insisted on and it shall be lawful for the Vendor or his Solicitor (whether he shall have attempted to remove such objection or to comply with such requisition or not and notwithstanding any negotiations or litigation in respect of the same) at any time by notice in writing to annul the sale and within one week after giving such notice repay to the Purchaser the amount of his purchase money or so much thereof as shall have been paid in full satisfaction of all claims and demands whatsoever by the Purchaser but without any interest costs or damages of any description.

Wrong Description of Area.

7.—IF any mistake be made in the description of area of the property or any other error whatsoever shall appear in the particulars of the property such mistake or error shall not annul the sale but a compensation or equivalent to be settled by two referees mutually appointed in writing or their umpire shall be given or taken as the case may require. The party discovering such mistake or error to give notice in writing thereof to the other party within seven days after such discovery and each party within seven days after such notice shall appoint in writing a referee and if either party shall neglect or refuse to appoint a referee within the term above specified the referee of the other party alone may proceed in the matter and make a final decision. If two referees be appointed they are to nominate an umpire in writing before they enter upon the business and the decision of such referees or umpire as the case may be shall be final.

Forfeiture of Deposit, etc.

8.—IF the Purchaser shall neglect to comply with the conditions herein contained or any of them or shall not duly pay the instalments of the purchase money or any or either of them, or the interest thereon or any part thereof, his deposit money shall be actually forfeited to the Vendor, who shall be at liberty without notice to rescind the contract, and retake possession of the property, and at his option either retain the same for his own use and benefit or resell the same by public auction or private contract, and the deficiency (if any) in price occasioned by such sale, together with all expenses attending the same, shall immediately be made good by the defaulter at this present sale, and in case of the 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 for the Vendor previously to tender a Transfer to the Purchaser.

Fencing.

9.—THE Vendor shall not at any time be required by the Purchaser or his transferees to join in or contribute towards the expense of erecting any dividing fence between the land sold and any land remaining unsold but this condition shall not prejudice or affect the rights of Purchasers as to dividing fences as between themselves and other adjoining proprietors except the Vendor.

Rates and Taxes.

10.—THE Purchaser shall repay to the Vendor a due proportion of all rates taxes insurance premiums sewerage charges and other outgoings to be computed from the date hereof and the same if necessary shall be apportioned and shall also insure the property and keep it insured to its full insurable value in the name of the Vendor until the whole of the purchase-money is paid and deliver the policy and the receipt for the last premium to the Vendor. In case of default the Vendor may insure at the expense of the Purchaser who shall not be entitled to his transfer or conveyance until repayment thereof.

Transfer by Direction.

11.—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.

Not Alter Buildings.

12.—THE Purchaser shall keep all buildings and improvements erected on the land sold in good order, repair and condition, and shall not without the consent in writing of the Vendor alter, remove or destroy any buildings, erections, or other improvements on the property purchased by him until payment of the whole of his purchase money and interest.

Tenancies, Easements, Etc.

13.—THE property is sold subject to all existing tenancies and mortgages 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.

Time.

14.—THAT time shall be considered as of the essence of the contract.



15.—THE Purchaser hereby attorns and becomes Tenant from to the Vendor for and in respect of the land hereditaments and premises described in the above written particulars at the rent of the said tenancy commencing on any sums received as rent shall be applied in payment 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 payment of such rent 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 the provisions 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 him or them.

**CONTRACT**

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I the undersigned, **Charles.E.Carter. Estate Agent. Main Street. Ringwood**  
 as Agents for the Vendor **George .W.Kellock of Bayswater**

do hereby acknowledge that I have this day sold  
 to **John Alexander Forrester of 145 Park Street South Melbourne**

the property comprised in the foregoing Particulars of Sale for the Sum of **One hundred pounds**

and I the undersigned **J.A.Forrester.**

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 **7th** day of **November** 19 **25**

Signature *C. E. Carter* Agent or Vendor.

Signature *J. A. Forrester* Purchaser.