



Dated	1 June 1929
Parties	Mary Elizabeth Burke      Vendor Unstated      Purchaser
Price	
Property	Situate Mitcham Road Mitcham Lot 44 & 45 Plan of Subdivision No 6736 "Together with all buildings erected thereon".
Terms	£100 deposit Balance 25/- per week for 5 years Interest 7%
Agent	C.E. Carter
Comment	Unexecuted Auction Contract

**CE Carter & Son Pty Ltd**

ABN 390 062 316 16

- 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

Member of REIV

Dated June 1st, 1929.

"TRANSFER OF LAND ACT 1915."

Mrs. M. E. Burke.

TO

PARTICULARS  
AND  
Conditions of Sale  
of PROPERTY.

Situate at MITCHAM ROAD.

MITCHAM.

for the sum of £

C. E. CARTER,  
Auctioneer and Estate Agent,  
MAIN STREET, RINGWOOD.

Phone: RINGWOOD 24.

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



"TRANSFER OF LAND ACT 1915."

PARTICULARS AND CONDITIONS of Sale of FREEHOLD LAND  
situate at MITCHAM Road. MITCHAM.

Particulars.

ALL THAT piece of land being part of lot 44 and 45 on Plan of Subdivision 6736 Part of Crown Portion I24 at Mitcham Parish of Nunawading County of Burke Being part of the land described in Certificate of Title Volume 3933 Folio 786599 and the whole of the land described in Volume 5122 Folio I024385. Together with all buildings erected thereon.

Conditions.

- 1.—THE purchase money for the above-described property shall be the sum of
- 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 **One hundred pounds** of the total amount of ~~the~~ purchase money, and shall pay the balance of ~~the~~ purchase money together with interest ~~at~~ at the rate of 7 per centum per annum by consecutive weekly payment of 25/-. Such interest to be calculated quarterly. The residue of the purchase money shall become due and payable 5 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.



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.— PENDING completion of the Purchase the Purchaser shall be deemed the tenant of the property from the Vendor from week to week at the weekly rental of 25/- and all money so received shall be taken as in part payment of the Purchase money herein.

14.— SHOULD the purchaser make default in payment of any instalment of the purchase money or other sum of money owing hereunder as and when due or in the performance or observance of any of these conditions then the whole of the Purchase money and other moneys owing hereunder shall at the option of the Vendor become immediately due and recoverable.

15.— THE Purchaser shall so long as any money remains due under this Contract insure and keep insured against loss or damage by fire in the names of the Vendor and the Purchasers in a public insurance Company in Melbourne to be approved of by the Vendor - all buildings and erections for the time being standing or being on the land sold up to the full insurable value thereof.

16.— WHILST any money shall remain unpaid hereunder the purchasers shall keep or cause to be kept all buildings and erections on the said land in good and tenantable repair and condition and shall not make any alteration therein or thereof without the consent of the Vendor is first obtained.

17/- THE Purchasers shall have the option of paying off the residue of the Purchase money at any time before the due date together with interest thereon to date of such payment only.

18/- 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 agent.



# CONTRACT

I, the undersigned, C. E. CARTER, of Ringwood, as Agent for the Vendor

Mary Elizabeth Burke. of Mitcham Road. Mitcham.

do hereby acknowledge that have this day sold to

the Property comprised in the foregoing Particulars

of Sale for the sum of £

AND the undersigned 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 1st. day of June. 1929.

Agent for Vendor.

Purchaser

Dr.

To Amount of Purchase Money, £

£

Cr.

By Deposit.....£

„ Balance to be paid in accordance with Condition 2 of  
this Contract.....£

£

RECEIVED FROM M

the sum of £

being the Cash Deposit set forth in the foregoing Conditions of Sale.

2D.

DUTY

STAMP