



CARTER
REAL ESTATE

Dated	27 April 1929
Parties	George Bramhill Carter Vendor Unstated Purchaser
Price	
Property	Situate in Whitehorse Road Mitcham (132 frontage) Corner Dunlavin Avenue (depth 125 feet) Title Volume 3741 Folio 748157 "Together with all buildings and erections thereon".
Terms	£100 deposit Balance 30/- per week for 5 years Interest 7% p.a.
Agent	C.E. Carter
Comment	Unexecuted Contract Vendor is the brother of C.E. Carter with whom he had the Vermont General Store.

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

950
Dated April 27th, 192 9.

"TRANSFER OF LAND ACT 1915."

G. B. Carter. Esq.

TO

PARTICULARS
AND
Conditions of Sale
of Property.

Situate at Whitehorse Road,

MITCHAM.

for the sum of £

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

Phone : RINGWOOD 24.

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 Purchaser has the option of paying off the whole or part of the purchase money before the due date with interest to date of such payment only.

14.— THE highest bidder shall be the purchaser and if any dispute shall arise as to any bidding the lot or lots 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.

15.— 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 30/- and all moneys so received shall be taken as in part payment of the purchase money herein.

16.— 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.

17.— 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.

18.—

CONTRACT

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

George Bramhill Carter of Whitehorse Road, Mitcham

do hereby acknowledge that I 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 27th, day of April. 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.....£

the sum of £

RECEIVED FROM M

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

2d

DUTY

STAMP

"TRANSFER OF LAND ACT 1915."

PARTICULARS AND CONDITIONS of Sale of FREEHOLD LAND
situate at WHITEHORSE ROAD. MITCHAM.

Particulars.

ALL THAT PIECE of land having a frontage of 132 feet to Whitehorse Road by a depth of 125 feet to Dunlavin Avenue being part of Crown Portion 119 Parish of Nunawading County of Bourke and being the land described in Certificate of Title Volume 3741 Folio 748157. Together with all buildings and erections 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 the rate of 7 per centum per annum by consecutive weekly payments of thirty shillings (30/-) . Such interest to be calculated on quarterly rests. 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.