



CARTER
REAL ESTATE

Dated	January 1929	
Parties	Herman Gerlach William Henry Saunders	Vendor Purchaser
Price	£675.0.0	
Property	Situate in Bedford Road Heathmont Being Lots 22 & 23 Plan of Subdivision No 2436814 (sic) Title Folio "Together with all buildings and erections thereon".	
Terms	£75 deposit Balance within 5 years from the date hereof Interest 6% p.a. to be half yearly	
Agent	C.E. Carter	
Comment	Vendor sells as Executor & Estate of Mrs A Gerlock. Contract unexecuted	

CE Carter & Son Pty Ltd

ABN 390 062 316 16

•Licensed Estate Agent

•Auctioneers • Valuers

•Property Managers

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William Lyall B. Bus (Prop)

Licensed Estate Agents

K L Carter

Member of REIV

Dated January, 192 9.

"TRANSFER OF LAND ACT 1915."

Mr. H. Gerlach.

TO

Mr. W. H. Saunders.

PARTICULARS

AND

Conditions of Sale

of Property.

Situate at Bedford Road.

HEATHMONT.

for the sum of £ 675. 0.0

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

Phone: RINGWOOD 24.

CONTRACT

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

Herman Gerlach of Bedford Road, Heathmont.

do hereby acknowledge that **I** have this day sold to **William Henry Saunders of Lynch Street, FAWKNER,** the Property comprised in the foregoing Particulars of Sale for the sum of **£675. 0.0**

AND **I** the undersigned **William Henry Saunders** 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 day of **January,** 192**9.**

.....
Agent for Vendor.

.....
Purchaser

Dr.

To Amount of Purchase Money, **£675. 0.0** **£675. 0.0**

Cr.

By Deposit.....£ **75. 0.0**
" Balance to be paid in accordance with Condition 2 of this Contract.....£

RECEIVED FROM W. H. Saunders

the sum of **£75. 0.0**

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

2d

DUTY

STAMP

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 a tenant of the property at the rental of 6 per centum per annum interest on the purchase money owing from date to date calculated half yearly.

14.— SHOULD the purchaser make default in payment of any interest on 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 Purchasers 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 the 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 Vendor sells as Executor of the Will of Mrs. A. Gerlach deceased.

"TRANSFER OF LAND ACT 1915."

PARTICULARS AND CONDITIONS of Sale of FREEHOLD LAND
situate at **situate in Bedford Road, HEATHMONT.**

Particulars.

ALL THAT piece of land being lots 22 and 23 on Plan of Subdivision
No. 2436814 Part of Crown Portion Parish of Ringwood County
of Mornington and being the land described in Certificate of
Title Volume. Folio
Together with all buildings and erections thereon.

Conditions.

- 1.—THE purchase money for the above-described property shall be the sum of **Six hundred and seventy five pounds (£675. 0.0)**
 - 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 **Seventy five pounds (£75)** of the total amount of ~~the~~ purchase money, and shall pay the balance of ~~the~~ purchase money **within 5 years from the date hereof. Interest to be paid in the meantime at the rate of 6 per centum per annum such interest to be paid half yearly on the day of July and January in each year. The Purchaser has the option of paying off the sum of Fifty pounds (£50) or any multiple thereof on any interest day and such interest to be calculated on the amount owing at the commencement of each half year.**
- 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.