



CARTER
REAL ESTATE

Dated 192

Parties Jane Tatnell Vendor
John Deane Wells Purchaser

Price £850

Property Situate at Grand-View Grove
Ringwood (now Bemboka Road)
Land with an area of 20 acres or thereabouts
Title Volume 4174 Folio 834751
"Together with all improvements thereon".

Terms £150 deposit
£50 at signing hereof, a further sum of £100
within 7 days and the residue of purchase
money as follows:
£100 on 1/12/1932, £100 on 1/12/1933, £50
on 1/12/1934
Interest 5½% calculated and payable
quarterly

Agent C.E. Carter &

Comment Possession 1st November 1931

It is hereby agreed and declared that the operations of the provisions of Part II of the Unemployed Occupiers and Farmers Relief Act 1931 is hereby expressly negated and the provisions shall not apply to this Contract of Sale.

AND the said Purchaser agrees to keep the orchard ploughed pruned and sprayed to the satisfaction of the Orchard Inspector.

THE Certificates of Title to the said land may be inspected at the office of the Vendor's Solicitors Abbott Beckett Stillman & Gray 440 Chancery Lane, Melbourne.

Unexecuted Copy of 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

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E-mail: 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 192

“TRANSFER OF LAND ACT 1915.”

boony
Tadnall

TO

Wells —

PARTICULARS
AND
Conditions of Sale

of

Situate at

for the sum of £

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

Phone : RINGWOOD 24.

PARTICULARS AND CONDITIONS of Sale of FREEHOLD LAND
situate at Grand-view Grove Ringwood.

Particulars.

ALL THAT piece of land having an area of 20 acres or thereabouts part of Crown Allotment 21B Parish of Warrandyte County of Evelyn the remaining land described in Certificate of Title Volume 4174 Folio 834751 and being as per plan on the margin hereof. Together with all improvements thereon.

Conditions.

1.—THE purchase money for the above-described property shall be the sum of
Eight hundred and fifty pounds (£850.-)

2.—THE conditions in Table A of the "Transfer of Land Act ¹⁹²⁸ 1925" shall apply to this contract, subject to the following conditions:—

3.—THE Purchaser shall ~~on the signing hereof~~ pay a deposit in cash of £150.- ~~of the total amount of ----- purchase money, and shall pay the balance of ----- purchase~~ money as follows:— Fifty pounds on the signing hereof and a further sum of One hundred pounds within seven days and the residue of the purchase money shall be paid as follows:— One hundred pounds on the 1st day of December 1932, One hundred pounds on the 1st day of December 1933, Fifty pounds on the first day of December 1934 and shall then take over the Mortgage of £450 and complete the purchase. Interest in the meantime shall be at the rate of 5½ per centum per annum calculated and payable quarterly.

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 possession November 1st 1931

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.—CONDITION 4 of the said Table A shall be amended by substituting the words "fourteen days" for the words "two months" occurring in the fourth line of the said condition.

14.—THE purchaser has the right to pay off the whole or part of the balance of purchase money owing at any time and interest on the amount so paid shall thereupon cease.

15.—IT is hereby agreed and declared that the operations of the provisions of Part II of the Unemployed Occupiers and Farmers Relief Act 1931 is hereby expressly negatived and the Provisions shall not apply to this Contract of Sale.

16.—AND the said Purchaser agrees to keep the orchard ploughed pruned and sprayed to the satisfaction of the Orchard Inspector.

17.—THE Certificates of Title to the said land may be inspected at the office of the Vendor's Solicitors Abbott Beckett Stillman & Gray 440 Chancery Lane, Melbourne.

CONTRACT

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

Jane Tatnall pf Grandview Grove Ringwood Married Woman

do hereby acknowledge that I have this day sold to John Deane Wells of 258 Buckley Street Essendon the Property comprised in the foregoing Particulars of Sale for the sum of £ 850.-

AND I the undersigned John Deane Wells 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 24 th day of October 1921.

..... Agent for Vendor.

..... Purchaser

Dr.

To Amount of Purchase Money, £ 850: 0:0 £ 850: 0:0

Cr.

By Deposit.....£ 50: 0:0

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

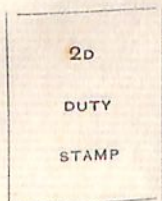
800: 0:0

£ 850: 0:0

RECEIVED FROM Mr. J. D. Wells

the sum of £ 50: 0:0

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



Received balance of deposit £100: 0:0