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CARTER

• Estate Agents • Auctioneers • Valuers • Property Managers

EXPERIENCE ABILITY INTEGRITY

Directors:

Richard Carter BEc FREI FAPI
Licensed Estate Agent

William Lyall B.Bus (Prop)
Licensed Estate Agent

Neil Rhodes Adv Dip Bus (Acct)
Licensed Estate Agent

Kathleen Carter

Dated	6 May 1931	
Parties	William BISPLINGHOFF Christopher Charles HAYES	Vendor Purchaser
Price	£900	
Property	Lot 40 Plan of Subdivision 6028 Part of Crown Allotment 127 Parish of Nunawading Certificate of Title Volume 4046 Folio 809048 Together with all buildings erected thereon	
Deposit	£1 Balance : subject to arrangement of £450 mortgage on property, purchaser accepts property in part payment for property at Gruyere known as "Redcourt", Certificate of Title Volume 4021, Folio 804186	
Agent	C E Carter	
Comment		

Dated 192

"TRANSFER OF LAND ACT 1915."

Mr. W. Bisplinghoff,

TO

Mr. C. C. Hayes.

PARTICULARS

AND

Conditions of Sale

of Property

Situate at East Doncaster Road,

MITCHAM

for the sum of £ 900- 0-0

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

Phone : RINGWOOD 24.

"TRANSFER OF LAND ACT 1915."

PARTICULARS AND CONDITIONS of Sale of FREEHOLD LAND
situate at East Doncaster Road MITCHAM

Particulars.

ALL THAT piece of land being lot 40 on Plan of Subdivision No. 6028 lodged in the Office of Titles being part of Crown Allotment 127 Parish of Nunawading County of Bourke and being the whole of the land described in Certificate of Title Volume 4046 Folio 809048 together with all buildings erected thereon.

Conditions.

1.—THE purchase money for the above-described property shall be the sum of
Nine hundred pounds (£900)

2.—THE conditions in Table A of the "Transfer of Land Act ¹⁹²⁴ 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 Twenty shillings of the total amount of the purchase money, and shall pay the balance of the purchase money as follows:— Subject to a mortgage of £450 being arranged on the above described property the purchaser agrees to take over the above described property in part payment for the property situate at Gruyere and known as "Redcourt" being the land described in Certificate of Title Volume 4021 Folio 804186.

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.

CONTRACT

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

WILLIAM BISPLINGHOFF of East Doncaster Road, Mitcham

do hereby acknowledge that I have this day sold to CHRISTOPHER CHARLES HAYES of
Main Street, RINGWOOD the Property comprised in the foregoing Particulars
of Sale for the sum of £ 900- 0-0

AND I the undersigned CHRISTOPHER CHARLES HAYES 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

6th

day of

May

1931

W. Bisplinghoff

Agent for Vendor.

C. C. Hayes

Purchaser

Dr.

To Amount of Purchase Money, £

£

Cr.

By Deposit.....£

„ Balance to be paid in accord-
ance with Condition 2 of
this Contract.....£

£

RECEIVED FROM Mr. C. C. Hayes

the sum of £ 100-0-0

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

2d.

DUTY

STAMP

C. E. Carter

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.