

CE Carter & Son Pty Ltd
ABN 39 006 231 616
REIV Member

90 Maroondah Highway
Ringwood Vic 3134
(PO Box 4112)
DX 38080

Tel: 9870 6211

Fax: 9870 6024

Email: info@carter.com.au

carter.com.au

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	3 November 1937
Parties	John Cameron CAMPBELL Landlord Edward Miles FANKHAUSER Tenant (option to purchase)
Rent	15/- "sterling" weekly, payable 1 st day of each month One year lease, one week's notice
Property	25 acres of land and dwelling Templeton Road, Wantirna
Purchase	Tenant has option to purchase property Price : £650 Deposit : £50 Option may be exercised at any time during lease
Agent	C E Carter
Comment	Tenant's obligation to pay Council rates crossed out (initialled by two parties)

Dated 3rd Nov.,

1937

C. E. CARTER, as agent for
JOHN CAMERON CAMPBELL.

TO

EDWARD MILES FANKHAUSER.

Memorandum of Agreement

C. E. CARTER,
RINGWOOD

Memorandum of Agreement made the 3rd day of November

in the year One thousand nine hundred and thirty seven Between C. E. CARTER of Ringwood agent for JOHN CAMERON CAMPBELL of Florence Street COBURG

in the State of Victoria,

(hereinafter called the Landlord), of the one part, and

EDWARD MILES FANKHAUSER of -of Mountain Highway WANTIRNA

in the said State,

(hereinafter called the Tenant), of the other part.

Whereby, in consideration of the rent hereinafter reserved, and the covenants and agreements hereinafter contained on the part of the said Tenant to be observed and performed, the said Landlord agrees to let to the said Tenant, and the said Tenant agrees to take from the said Landlord, the 25 acres of land and dwelling situate in Templeton Road WANTIRNA and last occupied by E. L. Westmore, at the weekly rent of Fifteen pounds shillings and ----- pence sterling, payable weekly such tenancy to commence on the 3rd November 1937 in the year One thousand nine hundred and thirty seven and not cease (except as hereinafter provided) until one week's notice in writing shall have been given by either party to the other, and such tenancy is to continue for the term of one year at the least. The rent is to be paid by the said Tenant on the first day of each month during this tenancy. ~~And the said Tenant hereby agrees to pay all rates and municipal charges which may become due or payable during this tenancy,~~ and to use the said and premises in a fair and tenantable manner, and to keep and at the end thereof to deliver up the said and premises to the said Landlord in good repair as at present, fair wear and tear, and damage by fire, flood, lightning, and tempest excepted; with the glass all in the windows and the locks and keys, door fastenings, and other fittings and conveniences thereto belonging, in good order, and the Tenant agrees to pay for any repairs to the sewerage connections which are necessary owing to the carelessness or unfair usage during this tenancy. And the said Tenant hereby agrees not to sub-let, lease, or assign over, nor in any way dispose or part with possession of the said 25 acres and premises, or any part thereof, to any person whomsoever, nor make nor suffer to be made any alteration to the said 25 acres and premises, or any part thereof, without the consent in writing of the said Landlord. And the said Tenant hereby agrees that he will not create any nuisance nor do any act thereon which shall be any annoyance to the said Landlord, or to the tenants of any adjoining premises, nor do nor suffer to be done anything that might prejudice any insurance of the said premises, or any part thereof. And the Landlord hereby agrees to keep the walls, roof, and outside wood and ironwork of the said premises in good and sufficient repair. And that the said Landlord and his agent may enter the said 25 acres and premises at all times during the tenancy for the purpose of viewing the condition thereof. And it is hereby further agreed that if any rent shall be unpaid at any time or times when due (whether in advance or otherwise), or if the said Tenant do not fulfil all the conditions of or duly perform this agreement, the said Landlord shall have power to distrain for such rent, and to re-enter the said 25 acres and premises and expel and remove all persons therefrom, and to put an end to this tenancy; and in the latter case, this Agreement may be produced by the said Landlord as a notice to quit, duly given and expired. And it is hereby agreed that if the said and premises, or either of them, shall be destroyed or rendered unfit for habitation, or otherwise damaged by the means aforesaid so as to prevent the proper and beneficial enjoyment thereof, the tenancy hereby created and everything herein contained shall, immediately after the delivery of notice thereof from the Tenant to the Landlord, cease, determine, and become void and of none effect.

AND the said tenant has an option of purchase on the property at a price of Six hundred and fifty pounds on Fifty pounds deposit and this option may be exercised at any time during the currency of this lease.

As witness the hands of the said parties the day and year first above written.

Signed by the said Landlord C. E. CARTER as agent for
JOHN CAMERON CAMPBELL.
in the presence of E. L. Fankhauser

Signed by the said Tenant EDWARD MILES FANKHAUSER.
in the presence of E. L. Fankhauser

} C. E. Carter

} E. M. Fankhauser