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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 1931

Parties EQUITY TRUSTEES
Edgar Henry TREBILCO
(Taxing Master of Supreme Court)
Executors of will of Edward Elliot HARDY
[blank]

Vendors
Purchaser

Price £

Property 88 acres & 14 perches
Part of Crown Allotment 42B
Parish of Gruyere
Certificate of Title Volume 4021
Folio 804186

Deposit £[blank]

Agents C E Carter and Phillips & Nicholson, Swanston St Melbourne

Comment **Type-written auction contract marked "Copy"**

copy
DATED

1931

"TRANSFER OF LAND ACT 1928"

THE EQUITY TRUSTEES EXECUTORS
& AGENCY COMPANY LIMITED
& Mr. E. H. TREBILCO

- to -

CONTRACT OF SALE

C O N T R A C T

We the undersigned C. E. CARTER of Main Street Ringwood and PHILLIPS & NICHOLSON of 59 Swanston Street Mvlbourne as agents in conjunction for the Vendors THE EQUITY TRUSTEES EXECUTORS & AGENCY COMPANY LIMITED of 472 Bourke Street Melbourne and EDGAR HENRY TREBILCO of 20 Sunnyside Avenue Camberwell Taxing Master of the Supreme Court of Victoria Executors of the Will of Edward Allott Hardy late of No. 23 Beena Avenue Murrumbeena in the State of Victoria Gentleman deceased do hereby acknowledge that we have this day sold to

of the property compris
in the foregoing Particulars of Sale for the sum of £

And I the undersigned being the abovenamed purchaser do hereby acknowledge that I have this day purchased the said land for the sum above stated and I hereby agree to fulfil in all respects on my part the above Conditions of Sale.

Dated the day of 1931

Vendors

Purchaser

Dr.

To amount of purchase money £

" interest

£

£

Cr.

By cash

£

" Balance as per paragraph

3.

£

£

Received the abovementioned deposit of £

this day of 1931.

PARTICULARS AND CONDITIONS OF SALE OF FREEHOLD PROPERTY
SITUATE AT COLDSTREAM

P A R T I C U L A R S

ALL THAT piece of land containing 88 acres and 14 perches or thereabouts being Crown Allotment 42 B Parish of Gruyere County of Evelyn and being the whole of the land more particularly described in Certificate of Title Volume 4021 Folio 804186 together with all improvements thereon known as "Red Court" Wandin Road Coldstream.

CONDITIONS OF SALE

1. The conditions in Table A of the Transfer of Land Act 1928 shall apply to this Contract save in so far as the same are altered by or are inconsistent with the following conditions :-
2. The highest bidder shall be the purchaser and if any dispute shall arise as to any bidding the property shall be put up again and resold. No bidding shall be retracted. The vendors reserve the right of making one bid for each lot.
3. The purchaser shall immediately after the sale sign the subjoined contract and pay to the vendors agents a deposit in cash of one fourth of the purchase money and shall pay the residue of the purchase money by five equal annual instalments payable at the expiration of one, two, three, four and five years from the date hereof. The purchaser shall also pay interest on the residue of purchase money at the rate of Six pounds per centum per annum such interest to be paid half yearly to be computed from the date hereof.
4. The purchaser shall have the option of paying the residue of purchase money free of interest within one calendar month from the date hereof.
5. The fourth condition of Table A shall be read as if before the words "or omission" there were inserted the words "nor any mistake"
6. Time shall in all cases and in all respects be considered as of the essence of this Contract.
7. The vendors solicitor is Mr. Ernest I. Thompson, 395 Collins Street, Melbourne.
8. All existing and future Acts, Proclamations and Regulations providing for a Moratorium are expressly excluded from this Contract

9. The vendors sell as Mortgagees under Instrument of Mortgage No.- 575114.

10. The purvhaser shall admit the identity of the land sold with the land described in the above particulars and the said particulars and the said Certificate of Title shall be taken to correctly describe the land sold and no requisition shall be made or claim for compensation or right of cancellation arise by reason of any discrepancy between the boundaries of the land as occupied and as described in the said Particulars and/or the said Certificate of Title.

11. The property is sold subject to the vendors being able to give possession within one month from the date hereof.