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CARTER

• Estate Agents • Auctioneers • Valuers • Property Managers

EXPERIENCE ABILITY INTEGRITY

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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

COMMERCIAL LEASE

Dated	(7 June) 1946
Parties	Stanley FALCONER (Storekeeper) Lessor Joseph WALTERS (Baker) Lessee
Property	Adelaide Street, Ringwood, "as delineated and coloured red on the map in the margin", together with all improvements thereon ("the premises")
Lease	Term of one year
Rent	£1/15/- per week, payable on Mondays
Solicitors	E. L. Moran, 281 Collins Street, Melbourne
Comment	Lessor to pay rates & taxes, maintain premises in good condition, not to make alterations without Lessee's consent, to use premises for sole purpose of a bakehouse etc., etc.

Four page type-written contract

One of witnesses to signatures : C. E. Carter, "Commissioner for taking Affidavits and Declarations under Evidence Act 1915"

DATED

1946

£ 13/10/1
made by
by leave

MR. S. FALCONER

-to-

MR. J. WALTERS

LE A S E

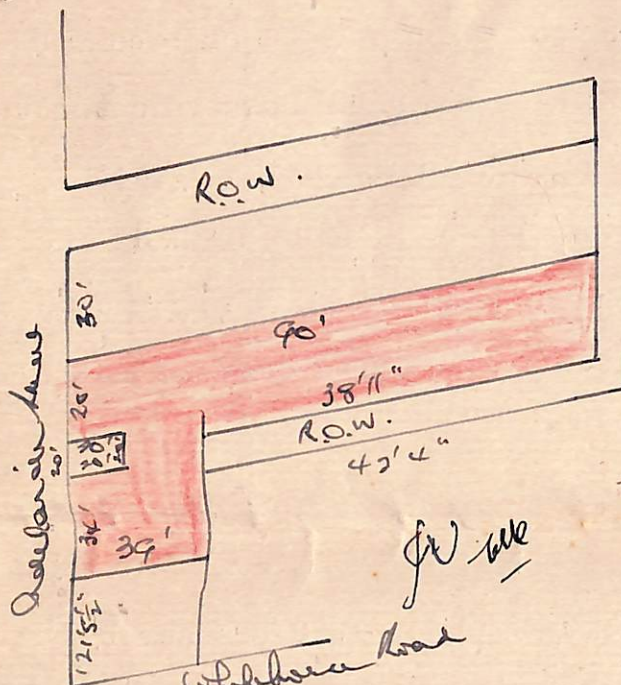
E. L. MORAN, LL.B.,
Solicitor,
281 Collins Street,
MELBOURNE.

5th R

THIS LEASE made the 7th day of June One thousand nine hundred and forty-six BETWEEN STANLEY FALCONER of Ferntree Gully Storekeeper (hereinafter called the Lessor) of the one part and JOSEPH WALTERS of New Morris Road Upwey Baker (hereinafter called the Lessee) of the other part WITNESSETH as follows:-



1. The Lessor hereby demises to the Lessee all that piece of land delineated and coloured red on the map in the margin hereof situated in Adelaide Street Ringwood together with all improvements thereon



(hereinafter called the said premises) TO HOLD to the Lessee from the date hereof for the term of one year paying therefor always in advance during the said term weekly the sum of One pound fifteen shillings ~~and sixpence~~ without any deductions payable on the Monday of each and every week

the first of such weekly payments to be made on the signing hereof.

2. The Lessee to the intent that the obligations may continue throughout the term hereby created and any extension thereof hereby covenants with the Lessor as follows:-

(a) To pay the reserved rent at the times and in the manner aforesaid.

(b) To pay all rates and taxes assessed with respect to the said premises.

(c) To keep and maintain the said premises in as good repair and condition as at present fair wear and tear and damage by fire storm and tempest or by any perils specified in the insurance policy relating to the premises only excepted.

(d) Not without the previous consent in writing of the Lessor to make or suffer to be made any alteration in or additions to the said premises or to cut maim or injure or suffer to be cut maimed or injured any of the walls and timbers thereof.

(e) To use and to continue to use the said premises for the purpose of a bakehouse and for no other purpose without the consent in writing of the Lessor first had and obtained.

(f) Not to do or permit anything in or upon the said premises or any part thereof which may be or become a nuisance annoyance or damage to the Lessor or to the tenants or occupiers or other property in the neighbourhood.

(g) Not to do or permit to be done anything whereby the policies of insurance on the said premises may become void or voidable or whereby the rate of premium thereon may be increased.

(h) Not to assign underlet or part with possession of the said premises or any part thereof and the provisions of section 144 of the Property Law Act 1928 are hereby expressly excluded.

(i) To yield up the said premises and all fixtures and fittings (but not including such tenants fixtures as shall belong to the Lessee) at the determination of the tenancy in such good and tenantable repair and condition as shall be in accordance with the covenants hereinbefore contained.

3. The Lessor covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the several covenants and conditions on his part herein contained may peaceably hold and enjoy the said premises during the said term and any extension thereof (if any) without any interruption by the Lessor or any person rightfully claiming under or in trust for him.

4. Provided always and it is hereby expressly agreed and declared as follows:-

(a) If any portion of the buildings on the said premises be destroyed or damaged by fire storm or flood so as to be unfit for occupation for use as a bakehouse then and so often

as the same shall happen the rent according to the extent and nature of the damage sustained until the part destroyed or damaged shall be rebuilt or reinstated (but without any obligation on the Lessor so to do) shall cease or be abated and if any dispute shall arise in regard to the amount of the rent or the period for which ~~the same is to cease or be abated~~ such dispute or difference shall be referred for determination under the provisions of the Arbitration Act 1928 of the said State of Victoria or any then subsisting statutory modification thereof.

(b) That fourteen days is hereby fixed as the time within which the Lessee must remedy any breach of any covenant or condition contained herein committed by the Lessee if it be capable of remedy and to make reasonable compensation in money to the satisfaction of the Lessor for the breach.

(c) If the rent hereby reserved or any part thereof shall at any time be unpaid for fourteen days after becoming payable whether formally demanded or not or if any covenant on the Lessee's part herein contained shall not be performed or observed or if the Lessee shall become bankrupt or make any assignment for the benefit of his creditors or shall suffer any distress or process of execution to be levied upon his goods, then and in any of such cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and thereupon this Lease shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any antecedent breach of the Lessee's covenants herein contained.

(d) Any notices required to be served hereunder shall be sufficiently served if left addressed to the party to be served at or forwarded by post to his said address. A notice sent by post shall be deemed to

be given at the time when in due course of post it would be delivered at the address to which it is sent.

5. IT IS HEREBY AGREED AND DECLARED that if the Lessee shall be desirous of extending the term hereby created for a further period of one year at the expiration of the said term and shall at least two months prior to the expiration of the said term give to the Lessor or leave at or post to his usual or last known address a notice in writing of such its desire and shall pay the rent hereby reserved and perform the several stipulations herein contained and on his part to be observed up to the termination of the said term then the Lessor will lease the said premises to the Lessee for the further term of one year at the same rental as is herein reserved and subject in all respects to the same stipulations as are herein contained other than this paragraph.

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written.

SIGNED by the said STANLEY FALCONER

in the presence of

Charles E. Barker } *Stanley Falconer*
Commissioner for taking Affidavits and
Declarations under Evidence Act 1915.

SIGNED by the said JOSEPH WALTERS

in the presence of

Charles E. Barker } *J. Walters*
Commissioner for taking Affidavits and
Declarations under Evidence Act 1915.