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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    | 28 March 1931                                                                                                                                                                                                                                        |                     |
| Parties  | Ada L. KENNEDY<br>[blank]                                                                                                                                                                                                                            | Vendor<br>Purchaser |
| Price    | £[blank]                                                                                                                                                                                                                                             |                     |
| Property | Lot 3 Plan of Subdivision 9648<br>Part of Crown Portion 5 & part of former government road<br>Parish of Ringwood<br>Certificate of Title Volume 4902<br>Folio 980219<br>Together with all buildings and erections thereon                            |                     |
| Deposit  | £150<br>Balance together with interest at 7% by weekly instalments of<br>25/- until 28 March 1936, then full remaining balance<br>payable<br>Purchaser may pay off the whole or part of purchase money<br>together with all interest due at any time |                     |
| Agent    | C E Carter                                                                                                                                                                                                                                           |                     |
| Comment  | <b>Draft auction contract only</b><br>Numerous technical additions and deletions to unsigned pro<br>forma contract                                                                                                                                   |                     |

Dated March 28th, 1923l.

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"TRANSFER OF LAND ACT 1915."

Mrs. A. L. Kennedy

TO

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## PARTICULARS

AND

## Conditions of Sale

of House,

Situate at Whitehorse Road,

RINGWOOD.

for the sum of £                     

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

Phone : RINGWOOD 24.

PARTICULARS AND CONDITIONS of Sale of FREEHOLD LAND  
situate at Whitehorse Road, RINGWOOD.

### Particulars.

ALL THAT PIECE of land having a frontage of 58 feet 6 inches to Whitehorse Road by a depth of 131 feet 5 inches on the West side and 131 feet 9 inches of the east side being lot 3 on Plan of Subdivision No. 9648 lodged at the office of Titles being part of Crown Portion 5 and part of former Government road Parish of Ringwood County of Mornington being the land described in Certificate of Title Volume 4902 Folio 980219 having a right of drainage over the land coloured yellow on the map. Together with all buildings and erections thereon.

### Conditions.

1.—THE purchase money for the above-described property shall be the sum of

2.—THE conditions in Table A of the "Transfer of Land Act <sup>1928</sup>~~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 <sup>One hundred and fifty pounds</sup> of the total amount of the purchase money, and shall pay the balance of the purchase money together with interest at the rate of 7 per centum per annum by consecutive weekly instalment of twenty five shillings until the 28 day of <sup>March</sup> One thousand nine hundred and thirty six when the residue of the purchase money shall become due and payable.. The Purchaser has the option of paying off the whole or part of the purchase money at any time before the due date with interest to date of such payment only.

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.

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. *bll*

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. *bll*

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. *bll*

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 the fourth line of the said condition.

14.— PENDING completion of the Purchase the Purchaser shall be deemed the tenant of the property from the Vendor from week to week at the weekly rental of 25/- ~~and interest~~ and all money so received shall be taken as in part payment of the Purchase money and interest herein.

15.—SHOULD the purchaser make default in payment of any instalment of the purchase money or other sum of money owing hereunder as and when due or in the performance or observance of any of these conditions then the whole of the purchase money and other money owing hereunder shall at the option of the Vendor become immediately due and recoverable.

16.—THE Purchaser shall so long as any money remains due under this Contract insure and keep insured against loss or damage by fire in the names of the Vendor and the purchaser in a public insurance company in Melbourne to be approved of by the Vendor - all buildings and erections for the time being standing or being on the land sold up to the full insurable value thereof.

17.—ALL monies falling due under this Contract are to be paid at the office of C. E. Carter, Main Street, RINGWOOD.

18.— THE highest bidder shall be the purchaser, subject to a reserve price. No bidding shall be retracted. If any dispute should arise as to the bidding the property shall be put up again and resold. The Vendor reserves the right to make one bid either personally or by an agent.

CONTRACT

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

Ada L. Kennedy of Warrantye Road, Ringwood, married woman

do hereby acknowledge that have this day sold to  
the Property comprised in the foregoing Particulars  
of Sale for the sum of £

AND the undersigned 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 day of 192

Agent for Vendor.

Witness Purchaser

Dr.

To Amount of Purchase Money, £

£

Cr.

By Deposit.....£  
,, Balance to be paid in accordance with Condition 2 of  
this Contract.....£

£

RECEIVED FROM M the sum of £  
being the Cash Deposit set forth in the foregoing Conditions of Sale.

2D  
DUTY  
STAMP