

Dandenong 28-11-1947
Received from Mr. Gardner

G 2773

the sum of £ 5 : - :
Discount £ : :
£ 5 : - :

with thanks, GERALD MAGGS,

Only this form of Receipt
recognised

per



Dandenong 29-11-1947
Received from Mr. Gardner

G 2795

the sum of £ 8 : 2 : -
Discount £ : :
£ 8 : 2 : -

with thanks, GERALD MAGGS,

Only this form of Receipt
recognised

per



Witness

Agent

2 Lonsdale Street, Dandenong

29-11-1947
be paid by me, One

you for a term until the

specifically to the conditions on back hereof, to which I agree.

as rental for hire of the Machine the sum of £

to cover the period of hiring terminating 14 days after delivery

terminating on the 1st day of 19
terminating on the 1st day of 19
terminating on the 1st day of 19
terminating on the 1st day of 19

(than the cash instalment) I shall on delivery, or when requested,
payable on due date at

and after maturity at your above address together

will be allowed if paid in full not later than 14 days after date of delivery.

29-11-1947
J. Gardner

NOBLE ST. NOBLE PARK } Banking Signature
Person Ordering

Address

This order is subject to provisions of Hire Purchase Act 1936 and conditions as set out on the back hereof.

GERALD MAGGS, 222 Lonsdale Street, Dandenong

Please forward to me on hire on or about the 29th day of November 1947 to
freight from Dandenong to be paid by me, One 6 R 15 Extra Separator
(hereinafter called the Machine).

The Machine to be hired and held by me from you for a term until the _____ day of _____
19____ subject specifically to the conditions on back hereof, to which I agree.
1.—I shall pay at your office at your above address as rental for hire of the Machine the sum of £ _____
as follows:—

£ 13-2-0 in Cash with Order (to cover the period of hiring terminating 14 days after delivery
of the Machine). 125-0-0 Deposit Balance 18-2-0 on Delivery
£ _____ for the period of hiring terminating on the 1st day of _____ 19____
£ _____ for the period of hiring terminating on the 1st day of _____ 19____
£ _____ for the period of hiring terminating on the 1st day of _____ 19____
£ _____ for the period of hiring terminating on the 1st day of _____ 19____
£ _____ for the period of hiring terminating on the 1st day of _____ 19____

For which respective instalments of hire (other than the cash instalment) I shall on delivery, or when requested,
give to you as collateral security my promissory notes payable on due date at _____ Bank of _____
at _____ and after maturity at your above address together
with interest thereon at Ten per cent. per annum.

A Discount of £ _____ from the above amount will be allowed if paid in full not later than 14 days after date of delivery.
Dated this 26th day of November 1947
Witness Gerald Maggs
Agent _____

This order is subject to provisions of Hire Purchase Act 1936 and conditions as set out on the back hereof.
Banking Signature
Person Ordering
Address MOBLE ST MOBLE PARK

CONDITIONS

2.—If I fail to pay, give, remit, or send to you at Dandenong such cash payment and or promissory notes in accordance with the agreement or if I refuse to accept delivery of the Machine you are to have the option, by written notice to me, of determining the transaction as a cash sale to me of the Machine in Dandenong for the said total rental (less any amount then paid), which shall be given to me personally or sent to me by registered letter at my postal address herein written and thereupon the said total rental (or as aforesaid) shall immediately become due and payable by me to you at Dandenong, and may be sued for in any Court of Law here and the production of this order, and proof of the delivery of the Machine, and of the giving or sending such notice shall be conclusive of the said total rental (less any payment as aforesaid) being due from me to you.

3.—I agree to hold the said Machine solely as your bailee, and I shall not have any property or interest as purchaser therein until the rental specified herein has been paid in full, and that any variation or extension of dates of payment specified shall not prejudice me and except the conditions as to payment of rental. Provided always that I am to have the option at any time during the hiring of the Machine by paying to you the difference between the amount I have then actually paid and the said total rental. AND I AGREE that if I make default in payment of any part of above-mentioned rental, or if I become insolvent or compound with my creditors, execute or break this agreement, abscond, or if I shall make any false statement of fact to induce you to accept this order, or to deliver said Machine or if any execution be issued against me or my goods or estate, you may then, at your option, re-take possession of the said Machine in process of law, and thereupon all my rights in the said hiring shall cease, but you shall nevertheless be entitled to recover all moneys to be paid for the hire of the Machine, which may be owing or accruing, due and unpaid at the time of such return or seizure. And the provisions I am to have possession and use of said Machine at my own risk of damage or destruction from any cause whatever.

4.—At any time after payment by me of half of total rental, I am to have the option of determining the hiring by returning the Machine in good order to you to your registered address in this State, freight paid, and paying you such further rental as may be then due.

5.—This order shall not be binding on you until ratified in writing, or until delivery of the Machine, and I agree, if you are unable to deliver the Machine by reason of shortage of stock or any other cause beyond your control (of which fact you shall be sole judge), this agreement shall be cancelled, and you shall be under no liability in respect thereof.

6.—No warranty given with Second-hand Machines unless specifically stated in writing by the vendor.

7. As provided in Section 36 of "Unemployed Occupiers' and Farmers' Relief Act 1931" the provisions of such Act are negated and excluded from this Agreement.

8. I agree to pay in cash on or before delivery date, as sales tax, 6% of the net cash price of the goods covered by this Agreement (and/or sales tax at whatever rate may be in legal effect at the date of the within order) that are subject to sales tax.

9.—This Agreement is subject to the provisions of the Hire Purchase Agreement Act 1936 and the Hirer hereby acknowledges having received a copy of the order.

27/11/37
M
LONSDALE STREET. DANDENONG

Phone Dandy 100
Private Phone U M 2379

BOUGHT OF

GERALD MAGGS

GENERAL HARDWARE AND MACHINERY DEALER

FARM AND DAIRY REQUISITES