

ENEMY CONTRACTS ANNULMENT.

No. 11 of 1915.

An Act relating to Contracts.

[Assented to 24th May, 1915.]

BE it enacted by the King's Most Excellent Majesty, the Senate, and the House of Representatives of the Commonwealth of Australia, as follows:—

1. This Act may be cited as the *Enemy Contracts Annulment Act* Short title.
1915.

2. In this Act—

Definitions.

“Enemy subject” means—

- (a) any person who is an enemy within the meaning of any Proclamation relating to Trading with the Enemy made by the King or the Governor-General and published in the *Gazette*, or
- (b) any person firm or company the business whereof is managed or controlled directly or indirectly by or under the influence of enemy subjects, or is carried on wholly or mainly for the benefit or on behalf of enemy subjects, notwithstanding that the firm or company may be registered or incorporated within the King's dominions.

“The present war” means the war with Germany which commenced on the fourth day of August, One thousand nine hundred and fourteen, and with any of the Allies of Germany in that war.

3.—(1.) In this section, “enemy contract” means any contract—

Annulment of contracts with or for benefit of enemy.

- (a) to which an enemy subject is a party, or
- (b) in which an enemy subject has, in the opinion of the Attorney-General, a material interest, or
- (c) which is or is likely to be for the benefit of enemy subjects or of enemy trade.

(2.) Any party to a contract may file with the Attorney-General of the Commonwealth a copy of the contract, and apply to the Attorney-General of the Commonwealth for a declaration that the contract is or is not an enemy contract within the meaning of this section.

(3.) If the Attorney-General declares that the contract is an enemy contract, then, upon the publication of his declaration in the *Gazette*, the contract shall be deemed to be an enemy contract.

(4.) If the Attorney-General declares that the contract is not an enemy contract, then, upon the publication of his declaration in the *Gazette*, the contract shall be deemed not to be an enemy contract.

(5.) Every enemy contract made before the commencement of the present war is hereby declared to be and to have been null and void, as from the commencement of the present war, as regards all rights and obligations thereunder except such rights and obligations as relate to goods which had already been delivered or acts which had already been performed at that time or such as arise out of or in consideration for such delivery or performance.

(6.) Every enemy contract made before or after the commencement of this Act, during the continuance of the present war, is hereby declared to be null and void and of no effect whatever.

Power to
terminate con-
tracts suspended
by war.

4.—(1.) Either party to a contract to which this section applies may, by notice in writing to the other party, terminate the contract as regards all rights and obligations relating to any future supply or delivery under the contract.

(2.) A contract to which this section applies is any contract for the sale or delivery of goods, the performance of which—

(a) is by operation of law or by the terms of the contract suspended; or

(b) is or may be by act of a party suspended; or

(c) is claimed by the party against whom the notice is given to be suspended,

during or on account of the present war.

(3.) A notice of termination of a contract, given before the passing of this Act, shall be as good and effective to terminate the contract as if this Act had been passed before the notice was given.

(4.) No action shall be brought against any party to a contract, to which this section applies, by reason of any non-performance of the contract after the commencement of the war.