ENEMY CONTRACTS ANNULMENT ACT.

Act No. 24, 1915.

An Act to amend the law with respect to certain contracts, and to provide for their annulment or termination. [Assented to, 14th September, 1915.]

George V, No. 24.

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the "Enemy Contracts Annulment Act, 1915."

Short title.

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 Commonwealth of Australia 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.

Annulment
of contracts
with or for
benefit of
enemy.

3. (1) In this section " enemy contract " means any contract—

(a) to which an enemy subject is a party; or

(b) in which an enemy subject has, in the opinion of the Attorney-General of the Commonwealth, 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 said Attorney-General for a declaration that the contract is or is not an enemy contract within the meaning of this section.

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

(4) If the said Attorney-General declares that the contract is not an enemy contract, then, upon the publication of his declaration in the said 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
contracts
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)

(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.