

*This PUBLIC BILL originated in the LEGISLATIVE ASSEMBLY, and, having this day passed, is now ready for presentation to the LEGISLATIVE COUNCIL for its concurrence.*

W. S. MOWLE,  
*Acting Clerk of the Legislative Assembly.*

*Legislative Assembly Chamber,  
Sydney, 19 August, 1915.*

## New South Wales



ANNO SEXTO

GEORGI V REGIS.

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Act No.       , 1915.

An Act to amend the law with respect to certain contracts, and to provide for their annulment or termination.

**B**E 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 Short title. Annulment Act, 1915."

*Enemy Contracts Annulment.*

2. In this Act—

Definitions.

“Enemy subject” means—

- 5 (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
- 10 (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.

15 “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.

20 3. (1) In this section “enemy contract” means any contract—

- 25 (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.

Annulment of contracts with or for benefit of enemy.

30 (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.

35 (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.

40 (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)

*Enemy Contracts Annulment.*

(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.

10 (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.

15 **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. Power to terminate contracts suspended by war.

(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

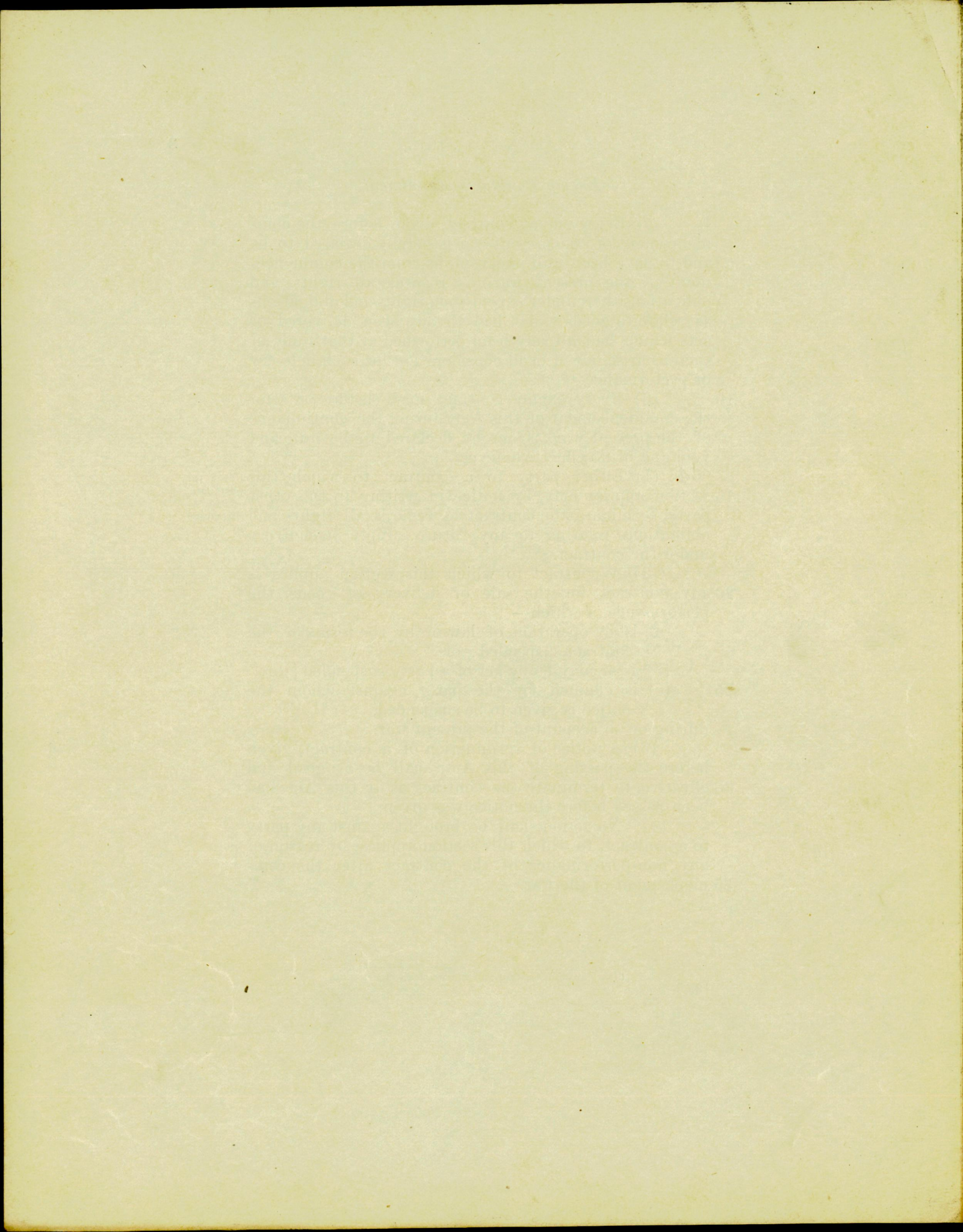
(b) is or may be by act of a party suspended; or

25 (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 30 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 com- 35 mencement of the war.



# New South Wales



ANNO SEXTO

# GEORGII V REGIS.

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## 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.]

**B**E 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 Short title Annulment Act, 1915."

**2.**

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*Enemy Contracts Annulment.*

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Definitions.

**2.** In this Act—

“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.** (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)

Annulment  
of contracts  
with or for  
benefit of  
enemy.

*Enemy Contracts Annulment.*

(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.

**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. Power to terminate contracts suspended by war.

(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.

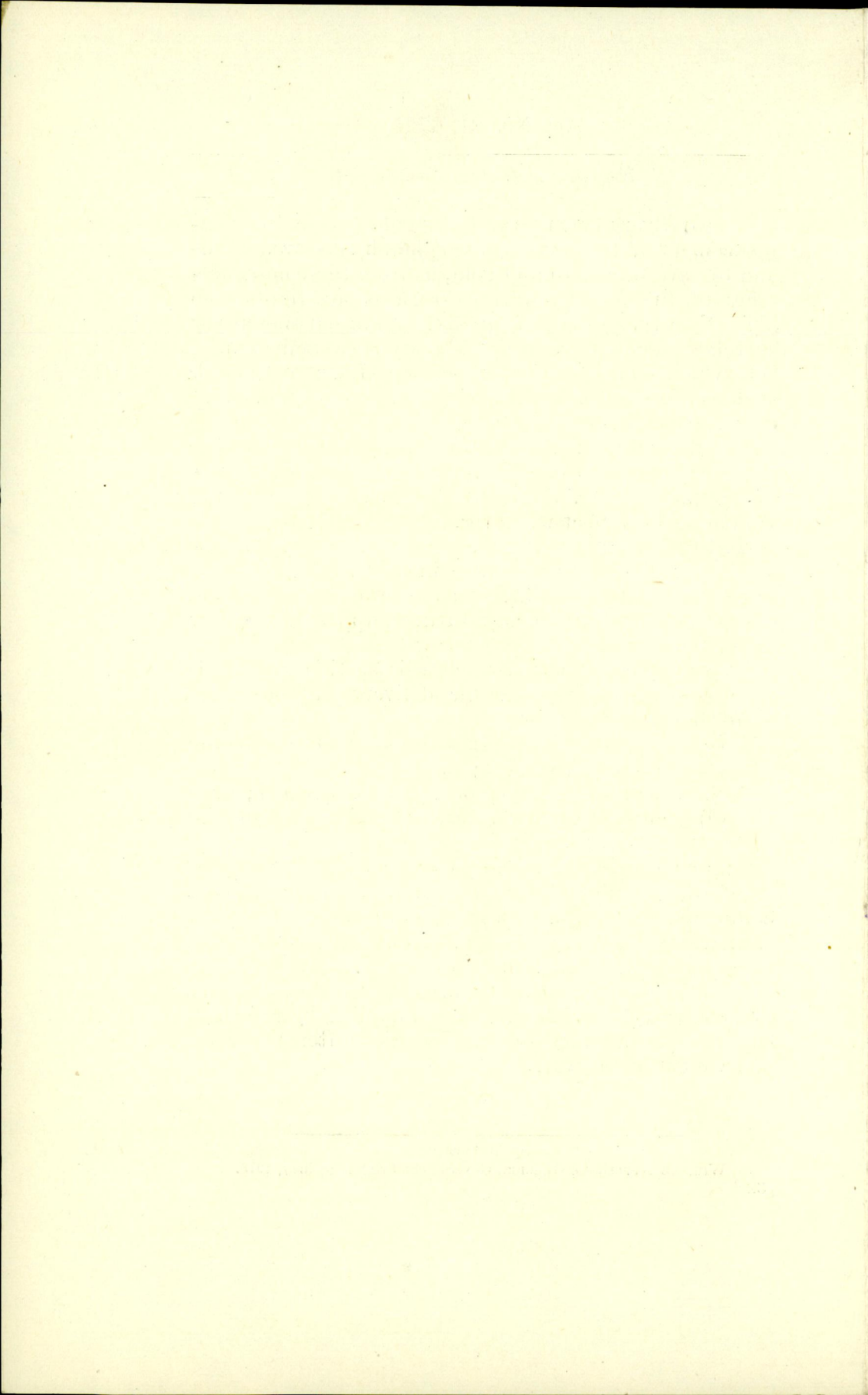
(3) A notice of termination of a contract, given before the passing of this Act, shall be as good and effective to terminate the contract as if this Act had been passed before the notice was given.

(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.

By Authority :

WILLIAM APPLIGATE GULLICK, Government Printer, Sydney, 1915.

[3d.]





I certify that this PUBLIC BILL, which originated in the LEGISLATIVE ASSEMBLY, has finally passed the LEGISLATIVE COUNCIL and the LEGISLATIVE ASSEMBLY of NEW SOUTH WALES.

W. S. MOWLE,  
*Acting Clerk of the Legislative Assembly.*

*Legislative Assembly Chamber,  
Sydney, 7 September, 1915.*

## New South Wales



ANNO SEXTO

GEORGI V REGIS.

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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.]

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 Short title. Annulment Act, 1915." **2.**

*I have examined this Bill, and find it to correspond in all respects with the Bill as finally passed by both Houses.*

THOS. H. THROWER,  
*Chairman of Committees of the Legislative Assembly.*

*Enemy Contracts Annulment.*

Definitions.

**2.** In this Act—

“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.

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Annulment of contracts with or for benefit of enemy.

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- (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.

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*Enemy Contracts Annulment.*

(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.

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. Power to terminate contracts suspended by war.

(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.

*In the name and on behalf of His Majesty I assent to this Act.*

G. STRICKLAND,  
State Government House, Governor.  
Sydney, 14th September, 1915.

