Western Australia

Australia and New Zealand Banking Group Act 1970

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Australia and New Zealand Banking Group Act 1970

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Defined terms

Western Australia

Australia and New Zealand Banking Group Act 1970

An Act to supplement the *Australia and New Zealand Banking Group Act 1970* of the Parliament of the United Kingdom which provides, among other things, for the transfer to Australia and New Zealand Banking Group Limited of the undertakings of Australia and New Zealand Bank Limited and The English, Scottish and Australian Bank, Limited; to supplement the *Australia and New Zealand Banking Group Act 1970* of the Parliament of Victoria in so far as it relates to the transfer to Australia and New Zealand Savings Bank Limited of the undertaking of E.S. & A. Savings Bank Limited; and for purposes connected therewith.

Preamble

WHEREAS:

(a) by the *Australia and New Zealand Banking Group Act 1970* of the Parliament of the United Kingdom provision is made for the transfer to Australia and New Zealand Banking Group Limited (in this preamble referred to as ***the Bank***) of the undertakings of Australia and New Zealand Bank Limited (in this preamble referred to as ***A.N.Z.***) and The English, Scottish and Australian Bank, Limited (in this preamble referred to as ***E.S.A.***) and for other purposes incidental thereto and consequential thereon, for the incorporation of Australia and New Zealand Savings Bank Limited in the State of Victoria, for the cesser of application to that company of provisions of the Companies Acts 1948 to 1967 of the Parliament of the United Kingdom (in this preamble referred to as ***the U.K. Companies Acts***) consequent upon that incorporation, and for other purposes incidental thereto;

(b) A.N.Z., the Bank and E.S.A. are companies incorporated in the United Kingdom and are companies within the meaning of the U.K. Companies Acts and are companies limited by shares;

(c) A.N.Z. and E.S.A. each carries on the business of banking in the State as well as elsewhere in The Commonwealth and overseas;

(d) by a scheme of arrangement sanctioned under section 206 of the U.K. Companies Acts, which arrangement took effect on 23 June 1969, A.N.Z. and E.S.A. became wholly-owned subsidiaries of the Bank;

(e) the scheme of arrangement was proposed with a view to the merger of the undertakings of A.N.Z. and E.S.A.;

(f) on 22 May 1969 the Treasurer of The Commonwealth consented to the transfer of the business of A.N.Z. and of E.S.A. in The Commonwealth to the Bank;

(g) to effectively vest in the Bank the undertakings of A.N.Z. and E.S.A. that are carried on in the State, it is expedient to enact this Act;

(h) Australia and New Zealand Savings Bank Limited (in this preamble referred to as ***A.N.Z. Savings Bank***) was incorporated in the United Kingdom as a company within the meaning of the U.K. Companies Acts and is a company limited by shares, and E.S. & A. Savings Bank Limited (in this preamble referred to as ***E.S.A. Savings Bank***) is incorporated in Victoria and is a company within the meaning of the *Companies Act 1961* as amended of the Parliament of Victoria and is a company limited by shares;

(i) A.N.Z. Savings Bank and E.S.A. Savings Bank each carries on the business of a savings bank in the State as well as elsewhere in The Commonwealth;

(j) A.N.Z. Savings Bank is a wholly-owned subsidiary of A.N.Z. and E.S.A. Savings Bank is a wholly-owned subsidiary of E.S.A.;

(k) it is expedient in the interests of the Bank that the undertakings of A.N.Z. Savings Bank and E.S.A. Savings Bank should be merged;

(l) on 22 May 1970 the Treasurer of The Commonwealth consented to the transfer of the business of E.S.A. Savings Bank to A.N.Z. Savings Bank;

(m) by the *Australia and New Zealand Banking Group Act 1970* of the Parliament of Victoria provision is made, among other things, for A.N.Z. Savings Bank to become a company deemed to be incorporated in Victoria and for the transfer to A.N.Z. Savings Bank of the undertaking of E.S.A. Savings Bank and for other purposes incidental thereto;

(n) the incorporation of A.N.Z. Savings Bank in Victoria may be effected under the Act of the Parliament of Victoria prior to the appointed day under this Act;

(o) to vest the undertaking of E.S.A. Savings Bank carried on in the State in A.N.Z. Savings Bank, it is expedient to enact this Act;

Be it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows: —

Part I — Preliminary

1. Short title and commencement

(1) This Act may be cited as the *Australia and New Zealand Banking Group Act 1970*.

(2) This Act shall come into operation —

(a) where a day is not appointed under paragraph (b), on 1 October 1970; or

(b) where a day is appointed by proclamation (being a day that is later than 1 October 1970) for the purpose of this paragraph, upon that day.

*[**2.** Deleted: No. 10 of 1998 s. 76.]*

3. Act binds the Crown

This Act binds the Crown.

4. Interpretation

In this Act, unless the contrary intention appears —

A.N.Z. Savings Bank means Australia and New Zealand Savings Bank Limited;

appointed day means the day of the coming into operation of this Act;

E.S.A. Savings Bank means E.S. & A. Savings Bank Limited;

excluded assets means —

(a) any document required to be kept by an existing bank or by E.S.A. Savings Bank pursuant to the provisions of the *Companies Act 1961* [1]; and

(b) any land that is, immediately before the appointed day, vested in, belonging to, or held by, an existing bank or E.S.A. Savings Bank otherwise than by way of security and while so vested, so belonging or so held after that day,

and ***excluded asset*** shall be construed accordingly;

existing banks means Australia and New Zealand Bank Limited and The English, Scottish and Australian Bank, Limited, and ***existing bank*** shall be construed accordingly;

land includes any estate, interest or right (whether legal or equitable) in, over or under land;

liabilities means duties and obligations of every description but does not include any duty or obligation of an existing bank or E.S.A. Savings Bank relating to an excluded asset;

property means property and assets of every description of an existing bank or E.S.A. Savings Bank, and includes securities, rights and powers of every description, vested in, or exercisable by, an existing bank or vested in, or exercisable by, E.S.A. Savings Bank;

security means a mortgage (whether legal or equitable), charge, debenture, bill of exchange, promissory note, guarantee, lien, pledge or other means of securing the payment of a debt, whether present or future, or the discharge of an obligation or liability, whether actual or contingent;

the Bank means Australia and New Zealand Banking Group Limited;

the undertaking of an existing bank means the business and all the property, except any excluded asset or any right or power of an existing bank relating to an excluded asset, vested in, or belonging to, or held by, that existing bank immediately before the appointed day and all liabilities to which that existing bank is subject immediately before that day, and ***the undertakings of the existing banks*** shall be construed accordingly;

the undertaking of E.S.A. Savings Bank means the business and all the property, except any excluded asset or any right or power of E.S.A. Savings Bank relating to an excluded asset, vested in, or belonging to, or held by, E.S.A. Savings Bank immediately before the appointed day and all the liabilities to

which E.S.A. Savings Bank is subject immediately before that day.

Part II — Vesting of undertakings of Australia and New Zealand Bank Limited and The English, Scottish and Australian Bank, Limited in Australia and New Zealand Banking Group Limited

5. Vesting of undertakings of existing banks in the Bank

On the appointed day the undertakings of the existing banks shall, by virtue of this Act, be divested from the existing banks and vested in the Bank.

6. Transfer of contracts, etc., with existing banks

(1) Subject to subsection (2), all contracts, agreements, conveyances, deeds, leases, licences and other instruments or undertakings entered into by, or made with, or addressed to, an existing bank (whether alone or with any other person) in force immediately before the appointed day, shall on and after that day to the extent that they were immediately before that day binding upon and enforceable by or against the existing bank, be binding and of full force and effect in every respect in favour of or against the Bank as fully and effectually as if, instead of the existing bank, the Bank had been a party thereto or bound thereby or entitled to the benefit thereof.

(2) The provisions of subsection (1) do not apply to any contract, agreement, conveyance, deed, lease, licence, instrument or undertaking relating to an excluded asset.

7. Transfer of banking businesses of existing banks to the Bank

Without prejudice to the generality of the foregoing provisions of this Part, the following provisions have effect with relation to the banking businesses of the existing banks —

(a) the relationship between an existing bank and a customer at any office or branch of that existing bank shall, on and after the appointed day, be between the

Bank and that customer, and shall give rise to the same rights and the same duties (including rights of set-off) as would have existed before that day if that relationship had been between the Bank and the customer, and so that any instruction, order, direction, mandate or authority given by that customer to the existing bank and subsisting at or given after the appointed day shall, unless and until revoked or cancelled, be deemed to have been given to the Bank;

(b) any security held by an existing bank as security for the payment of debts or liabilities (whether present or future, certain or contingent) of any person shall be transferred or deemed to be transferred to the Bank on the appointed day, and shall be held by and be available to the Bank as security for the payment of those debts and liabilities to the Bank; and where the security extends to future advances to, or to future liabilities of, the person, the security shall, as on and after that day, subject to any agreement between the Bank and the person, be held by and be available to the Bank as security for future advances to the person by, and future liabilities of the person to, the Bank to the same extent to which future advances by, or liabilities to, the existing bank were secured thereby immediately before that day;

(c) the Bank shall, in relation to any security transferred or deemed to have been transferred to it in accordance with or by virtue of this Act and the moneys thereby secured, be entitled to the same rights and priorities and subject to the same obligations and incidents as the existing bank from which the security has been transferred or deemed to have been transferred would have been entitled and subject to, if the security had continued to be held by that existing bank;

(d) the custody of any document, goods or thing held by an existing bank as bailee for any other person at any office

or branch of that existing bank shall be transferred or deemed to be transferred to the Bank on the appointed day, and the rights and obligations of that existing bank under any contract of bailment relating to the document, goods or thing shall be transferred or deemed to be transferred on that day to the Bank;

(e) any negotiable instrument or order for payment of money, whether drawn, given, accepted or endorsed before, on or after the appointed day, that is expressed to be drawn on, or given to, or accepted or endorsed by, an existing bank, or payable at any place of business of an existing bank shall have the same effect on and after the appointed day as if it had been drawn on, or given to, or accepted or endorsed by, the Bank, or payable at the same place of business of the Bank.

8. Actions, etc., by or against existing banks not to abate

(1) This section applies to —

(a) any action, arbitration or proceeding or cause of action, arbitration or proceeding that shall, on the appointed day, be pending or existing by, against or in favour of an existing bank;

(b) any cause of action, arbitration or proceeding by, against or in favour of an existing bank arising after the appointed day and which arises in respect of a contract made by an existing bank before the appointed day or which arises in respect of anything done or omitted to be done by an existing bank before the appointed day;

but does not apply to any action, arbitration or proceeding or to any cause of action, arbitration or proceeding relating to an excluded asset.

(2) Subject to subsection (3), any action, arbitration or proceeding and any cause of action, arbitration or proceeding to which this section applies shall not abate or be discontinued or be in any

way prejudicially affected by reason of this Act, and it may be prosecuted and, without amendment of any writ, pleading or other document, continued and enforced by, against or in favour of the Bank in its own name as and when it might have been prosecuted, continued and enforced by, against or in favour of the existing bank if this Act had not been enacted.

(3) The Court or other person making or entering any judgment, order or award for the payment of any sum of money, whether ascertained or to be ascertained, against the Bank in any action, arbitration or proceeding to which subsection (2) refers shall, at the request of any party in whose favour the judgment, order or award is being made or entered, make or enter it against both the existing bank and the Bank, and it may, when so made or entered, be enforced against both the existing bank and the Bank.

9. Actions, etc., relating to excluded assets of existing banks

Any party to any action, arbitration or proceeding relating to an excluded asset is entitled at any stage thereof to amend any writ, pleading or other document filed by him in the action, arbitration or proceeding by substituting therein for the name of the Bank the name of an existing bank as a party, and no order shall be made against any party so amending to pay to the Bank or to an existing bank any costs occasioned by such amendment, and the action, arbitration or proceeding shall be continued as if the existing bank had originally been made a party thereto.

10. Application of *Evidence Act 1906*

(1) Notwithstanding the vesting of the undertakings of the existing banks in the Bank under and in terms of this Act, sections 89 to 95 inclusive of the *Evidence Act 1906* continue to apply with respect to the bankers' books of the existing banks that are transferred to the Bank by virtue of this Act as if those bankers' books were bankers' books used in the ordinary business of the Bank.

(2) In subsection (1) ***bankers' books*** means ledgers, day books, cash books, account books, and all other books and records used in the ordinary business of an existing bank before the appointed day.

11. References in enactments and documents to existing banks

Where —

(a) any enactment other than an enactment in this Act; or

(b) any document whenever made or executed, other than a document constituting or relating to any pension scheme, provident fund or officers' guarantee fund of an existing bank,

contains any reference express or implied to an existing bank, that reference shall, on and after the appointed day, be read, construed and take effect as a reference to the Bank, except to the extent that the reference relates to an excluded asset and except where the context otherwise requires.

12. Continuation of employees' rights

Nothing in this Act prejudices or affects any right that, immediately before the appointed day, had accrued or was accruing under any Act, award or industrial agreement, or under any document constituting or relating to any pension scheme, provident fund or officers' guarantee fund of an existing bank, to an employee under a contract of employment to which section 6 applies, and —

(a) any such right so accruing shall, until it is lawfully terminated or varied, continue to accrue as if —

(i) this Act had not been enacted; and

(ii) service with the Bank were, for the purposes of the Act, award, industrial agreement or document pursuant to which the right was accruing, service with the existing bank that immediately before

the appointed day was bound by that contract of employment;

and

(b) any such right so accrued and any such right so accruing, when accrued, shall be enforceable against the Bank instead of against the existing bank in the same way, at the same time and to the same extent as it might have been enforced against the existing bank if this Act had not been enacted.

Part III — Vesting of undertaking of E.S. & A. Savings Bank Limited in Australia and New Zealand Savings Bank Limited

13. Vesting of undertaking of E.S.A. Savings Bank in A.N.Z. Savings Bank

On the appointed day the undertaking of E.S.A. Savings Bank shall by virtue of this Act be divested from E.S.A. Savings Bank and vested in A.N.Z. Savings Bank.

14. Transfer of contracts, etc., with E.S.A. Savings Bank

(1) Subject to subsection (2), all contracts, agreements, conveyances, deeds, leases, licences and other instruments or undertakings entered into by or made with or addressed to E.S.A. Savings Bank (whether alone or with any other person), in force immediately before the appointed day, shall, on and after that day, to the extent that they were immediately before that day binding upon and enforceable by or against E.S.A. Savings Bank, be binding and of full force and effect in every respect in favour of or against A.N.Z. Savings Bank as fully and effectually as if, instead of E.S.A. Savings Bank, A.N.Z. Savings Bank had been a party thereto or bound thereby or entitled to the benefit thereof.

(2) The provisions of subsection (1) do not apply to any contract, agreement, conveyance, deed, lease, licence, instrument or undertaking relating to an excluded asset.

15. Transfer of Savings Bank business of E.S.A. Savings Bank to A.N.Z. Savings Bank

Without prejudice to the generality of the foregoing provisions of this Part, the following provisions have effect with relation to the banking business of E.S.A. Savings Bank —

(a) the relationship between E.S.A. Savings Bank and a customer or depositor at any office or branch or agency

of E.S.A. Savings Bank shall, on and after the appointed day, be between A.N.Z. Savings Bank and the customer or depositor, and shall give rise to the same rights and the same duties (including rights of set-off) as would have existed before that day if that relationship had been between A.N.Z. Savings Bank and the customer or depositor and so that any instruction, order, direction, mandate or authority given by the customer or depositor to E.S.A. Savings Bank and subsisting at or given after the appointed day shall, unless and until revoked or cancelled, be deemed to have been given to A.N.Z. Savings Bank;

(b) any security held by E.S.A. Savings Bank as security for the payment of debts or liabilities (whether present or future, certain or contingent) of any person shall be transferred or deemed to be transferred to A.N.Z. Savings Bank on the appointed day, and shall be held by and be available to A.N.Z. Savings Bank as security for the payment of those debts and liabilities to A.N.Z. Savings Bank; and where the security extends to future advances to or to future liabilities of the person, the security shall, as on and after that day, subject to any agreement between A.N.Z. Savings Bank and the person, be held by and be available to A.N.Z. Savings Bank as security for future advances to the person by, and future liabilities of the person to, A.N.Z. Savings Bank to the same extent to which future advances by, or liabilities to, E.S.A. Savings Bank were secured thereby immediately before that day;

(c) A.N.Z. Savings Bank shall, in relation to any security transferred or deemed to have been transferred to it in accordance with or by virtue of this Act and the moneys thereby secured, be entitled to the same rights and priorities and subject to the same obligations and incidents as E.S.A. Savings Bank would have been

entitled and subject to if the security had continued to be held by E.S.A. Savings Bank;

(d) the custody of any document, goods or thing held by E.S.A. Savings Banks as bailee for any other person at any office or branch of E.S.A. Savings Bank shall be transferred or deemed to be transferred to A.N.Z. Savings Bank on the appointed day and the rights and obligations of E.S.A. Savings Bank under any contract of bailment relating to the document, goods or thing shall be transferred or deemed to be transferred on that day to A.N.Z. Savings Bank;

(e) any negotiable instrument or order for payment of money, whether drawn, given, accepted or endorsed before, on or after the appointed day, that is expressed to be drawn on, or given to, or accepted or endorsed by, E.S.A. Savings Bank, or payable at any place of business of E.S.A. Savings Bank shall have the same effect on and after the appointed day as if it had been drawn on, or given to, or accepted or endorsed by, A.N.Z. Savings Bank, or payable at the same place of business of A.N.Z. Savings Bank.

16. Actions, etc., by or against E.S.A. Savings Bank not to abate

(1) This section applies to —

(a) any action, arbitration or proceeding or cause of action, arbitration or proceeding that shall, on the appointed day, be pending or existing by, against or in favour of E.S.A. Savings Bank;

(b) any cause of action, arbitration or proceeding by, against or in favour of E.S.A. Savings Bank arising after the appointed day and which arises in respect of a contract made by E.S.A. Savings Bank before the appointed day or which arises in respect of anything done or omitted to be done by E.S.A. Savings Bank before the appointed day,

but does not apply to any action, arbitration or proceeding or to any cause of action, arbitration or proceeding relating to an excluded asset.

(2) Subject to subsection (3), any action, arbitration or proceeding and any cause of action, arbitration or proceeding to which this section applies shall not abate or be discontinued or be in any way prejudicially affected by reason of this Act, and it may be prosecuted and, without amendment of any writ, pleading or other document, continued and enforced by, against or in favour of A.N.Z. Savings Bank in its own name as and when it might have been prosecuted, continued and enforced by, against or in favour of E.S.A. Savings Bank if this Act had not been enacted.

(3) The Court or other person making or entering any judgment, order or award for the payment of any sum of money, whether ascertained or to be ascertained, against A.N.Z. Savings Bank in any such action, arbitration or proceeding to which subsection (2) refers shall, at the request of any party in whose favour the judgment, order or award is being made or entered, make or enter it against both E.S.A. Savings Bank and A.N.Z. Savings Bank, and it may, when so made or entered, be enforced against both E.S.A. Savings Bank and A.N.Z. Savings Bank.

17. Actions, etc., relating to excluded assets of E.S.A. Savings Bank

Any party to any action, arbitration or proceeding relating to an excluded asset is entitled at any stage thereof to amend any writ, pleading or other document filed by him in the action, arbitration or proceeding by substituting therein for the name of A.N.Z. Savings Bank the name of E.S.A. Savings Bank as a party, and no order shall be made against any party so amending to pay to A.N.Z. Savings Bank or to E.S.A. Savings Bank any costs occasioned by such amendment, and the action, arbitration or proceeding shall be continued as if E.S.A. Savings Bank had originally been made a party thereto.

18. Application of *Evidence Act 1906*

(1) Notwithstanding the vesting of the of undertaking of E.S.A. Savings Bank in A.N.Z. Savings Bank under and in terms of this Act, the provisions of sections 89 to 95 inclusive of the *Evidence Act 1906* continue to apply with respect to the bankers' books of E.S.A. Savings Bank that are transferred to A.N.Z. Savings Bank by virtue of this Act as if such bankers' books were bankers' books used in the ordinary business of A.N.Z. Savings Bank.

(2) In subsection (1) ***bankers' books*** means ledgers, day books, cash books, account books, and all other books and records used in the ordinary business of E.S.A. Savings Bank before the appointed day.

19. References in enactments and documents to E.S.A. Savings Bank

Where —

(a) any enactment other than an enactment in this Act; or

(b) any document whenever made or executed,

contains any reference express or implied to E.S.A. Savings Bank, that reference shall, on and after the appointed day, be read, construed and take effect as a reference to A.N.Z. Savings Bank, except to the extent that the reference relates to an excluded asset and except where the context otherwise requires.

Part IV — General

20. Entry of the Bank on land not to constitute assignment, etc.

It is hereby declared —

(a) that the entry of the Bank upon, or the use, enjoyment or occupation by the Bank of, any land on or after the appointed day as tenant, sub-tenant or licensee of or under an existing bank or of or under E.S.A. Savings Bank does not constitute an assignment, transfer, underletting, devolution, parting with possession or other disposition of that land for the purpose of any provision relating to assignment, transfer, underletting, devolution, parting with possession or other disposition contained in any instrument in existence on the appointed day and relating to that land; and

(b) that no transfer or vesting effected by virtue of this Act invalidates or discharges any contract or security.

21. Service of documents

Service of a document, as defined in section 5(1) of the *Companies Act 1961* [1] —

(a) on the Bank, shall be deemed to be service on each of the existing banks;

(b) on an existing bank, shall be deemed to be service on the Bank;

(c) on A.N.Z. Savings Bank, shall be deemed to be service on E.S.A. Savings Bank; or

(d) on E.S.A. Savings Bank, shall be deemed to be service on A.N.Z. Savings Bank,

but —

(e) paragraphs (a) and (b) of this section shall cease to have any force and effect upon the relevant existing bank ceasing to be a subsidiary of the Bank within the

meaning of section 6(1) of the *Companies Act 1961* [1]; and

(f) paragraphs (c) and (d) of this section shall cease to have any force and effect upon E.S.A. Savings Bank ceasing to be a subsidiary of the Bank within the meaning of section 6(1) of the *Companies Act 1961* [1].

22. Protection of persons in respect of dealings with excluded assets

(1) No person dealing in any capacity —

(a) with the Bank or an existing bank; or

(b) with A.N.Z. Savings Bank or E.S.A. Savings Bank,

nor the Registrar of Titles or the Registrar of Deeds, nor any other person registering or certifying title to land or having the power or duty to examine or receive evidence as to title to land, shall, in respect of any dealing or transaction entered into or purporting to be entered into by the Bank, an existing bank, A.N.Z. Savings Bank or E.S.A. Savings Bank, be —

(c) concerned to see or enquire into whether any property the subject of the dealing or transaction (whether or not that property is land) is an excluded asset; or

(d) affected by any notice, express, implied or constructive, that any such property is an excluded asset.

(2) If any dealing or transaction is entered into by the Bank or A.N.Z. Savings Bank with any person, in relation to or in connection with an excluded asset, it shall be deemed in favour of that person that the Bank or A.N.Z. Savings Bank, as the case may be, has full power and authority to enter into that dealing or transaction as if the excluded asset had vested in the Bank or A.N.Z. Savings Bank, as the case may be, under this Act.

(3) Nothing in this section affects the liability of the Bank to an existing bank, or of A.N.Z. Savings Bank to E.S.A. Savings Bank, in respect of anything done, or purporting to be done, by

the Bank or A.N.Z. Savings Bank, as the case may be, in relation to or in connection with an excluded asset.

23. Registration authority to give effect

The Registrar of Titles, the Registrar of Deeds, the Registrar of Companies [2], the Principal Registrar under the *Mining Act 1904* [3], and any other person authorised by an Act to record and give effect to the registration of documents relating to transactions affecting any estate or interest in land or other property, shall take cognizance of this Act and is empowered, to record and register in the appropriate manner such of those documents as are necessary to give effect to this Act in relation to any land or property to which the documents properly relate.

24. Saving of Acts relating to Banks

Nothing in this Act exempts the Bank or A.N.Z. Savings Bank from the provisions of any Act relating to companies carrying on the business of banking.

25. Duty and fees payable

Nothing in this Act exempts any person from payment of duty chargeable under the *Stamp Act 1921*, or from payment of any fees payable by or under any Act.

Notes

This is a compilation of the *Australia and New Zealand Banking Group Act 1970* and includes amendments made by other written laws. For provisions that have come into operation, and for information about any reprints, see the compilation table. For provisions that have not yet come into operation see the uncommenced provisions table.

Compilation table

Short title	Number and year	Assent	Commencement
Australia and New Zealand Banking Group Act 1970	44 of 1970	29 Sep 1970	1 Oct 1970 (see s. 1(2)(a))
Statutes (Repeals and Minor Amendments) Act (No. 2) 1998 s. 76	10 of 1998	30 Apr 1998	30 Apr 1998 (see s. 2(1))
Reprint 1: The *Australia and New Zealand Banking Group Act 1970* as at 17 Oct 2003 (includes amendments listed above)			

Uncommenced provisions table

To view the text of the uncommenced provisions see *Acts as passed* on the WA legislation website.

Short title	Number and year	Assent	Commencement
Evidence Act 2025 Pt. 12 Div. 2	15 of 2025	25 Sep 2025	18 Sep 2027 (see s. 2(e) and SL 2026/190 cl. 2)

Other notes

[1] The *Companies Act 1961* was superseded by the *Companies (Western Australia) Code*, see section 18 of the *Companies (Application of Laws) Act 1981*. The *Companies (Western Australia) Code* was superseded by the Corporations Law which, on 15 July 2001, was superseded by the *Corporations Act 2001* of the Commonwealth. See Part 13 Division 2 of the *Corporations (Western Australia) Act 1990* and Part 2 of the *Corporations (Ancillary Provisions) Act 2001* respectively.

[2] At the time this reprint was prepared the "Registrar of Companies" was an office created by the *Companies Act 1943*. That Act is now cited as the *Companies (Co-operative) Act 1943*.

[3] Repealed by the *Mining Act 1978*.

Defined terms

[This is a list of terms defined and the provisions where they are defined. The list is not part of the law.]

Defined term	Provision(s)
A.N.Z. Savings Bank	4
appointed day	4
bankers' books	10(2), 18(2)
E.S.A. Savings Bank	4
excluded asset	4
excluded assets	4
existing bank	4
existing banks	4
land	4
liabilities	4
property	4
security	4
the Bank	4
the undertaking of an existing bank	4
the undertaking of E.S.A. Savings Bank	4
the undertakings of the existing banks	4

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