Western Australia

Australia and New Zealand Banking Group Limited (NMRB) Act 1991

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Australia and New Zealand Banking Group Limited (NMRB) Act 1991

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Defined terms

Western Australia

Australia and New Zealand Banking Group Limited (NMRB) Act 1991

An Act to supplement the *Australia and New Zealand Banking Group Limited (NMRB) Act 1991* of Victoria which provides for the transfer to Australia and New Zealand Banking Group Limited of the undertaking of National Mutual Royal Bank Limited and for the transfer to Australia and New Zealand Savings Bank Limited of one part of the undertaking of National Mutual Royal Savings Bank Limited and for the transfer to Australia and New Zealand Banking Group Limited of the other part of the undertaking of National Mutual Royal Savings Bank Limited, and for connected purposes.

Reasons for enactment

1. National Mutual Royal Bank Limited A.C.N. 006 525 097 (***NMRB***) and National Mutual Royal Savings Bank Limited A.C.N. 007 394 738 (***NMR Savings Bank***) are companies incorporated in Victoria and are companies within the meaning of the Corporations Law [1] and are companies limited by shares.
2. Australia and New Zealand Banking Group Limited A.C.N. 005 357 522 (***ANZ***) and Australia and New Zealand Savings Bank Limited A.C.N. 004 845 685 (***ANZ Savings Bank***) are companies deemed to be incorporated in Victoria and are companies within the meaning of the Corporations Law [2] and are companies limited by shares.
3. NMR Savings Bank is a wholly owned subsidiary of NMRB and ANZ Savings Bank is a wholly owned subsidiary of ANZ.
4. ANZ and NMRB each carries on the business of banking in Victoria, Western Australia and elsewhere in Australia and ANZ Savings Bank and NMR Savings Bank each carries on the

business of a savings bank in Victoria, Western Australia and elsewhere in Australia.

5. On 2 April 1990 ANZ acquired the whole of the issued share capital of NMRB and since that date NMRB has been a wholly owned subsidiary of ANZ.
6. It is expedient in the interests of efficiency in banking that the banking business conducted by NMRB should be transferred to ANZ and that part of the banking business conducted by NMR Savings Bank should be transferred to ANZ Savings Bank and that the other part should be transferred to ANZ.
7. On 5 December 1990 the Treasurer of Australia consented pursuant to section 63 of the *Banking Act 1959* of the Commonwealth to the amalgamation of NMRB with ANZ.
8. The *Australia and New Zealand Banking Group Limited (NMRB) Act 1991* of Victoria provides for the vesting of the undertaking of NMRB in ANZ and the vesting of part of the undertaking of NMR Savings Bank in ANZ and the other part in ANZ Savings Bank.
9. It is expedient to enact legislation in Western Australia to supplement the *Australia and New Zealand Banking Group Limited (NMRB) Act 1991* of Victoria.

The Parliament of Western Australia enacts as follows:

Part 1 — Preliminary

1. Short title

This Act may be cited as the *Australia and New Zealand Banking Group Limited (NMRB) Act 1991*.

2. Commencement

This Act comes into operation on the day on which it receives the Royal Assent [1].

3. Definitions

(1) In this Act —

ANZ means Australia and New Zealand Banking Group Limited;

ANZ Savings Bank means Australia and New Zealand Savings Bank Limited;

appointed day means the day fixed under subsection (2);

category A liabilities means the liabilities described in Part 1 of Schedule 1;

category A property means the property described in Part 2 of Schedule 1;

category A undertaking of NMR Savings Bank means all of the category A property vested in or belonging to or held by NMR Savings Bank immediately before the appointed day and all of the category A liabilities to which NMR Savings Bank is subject immediately before that day;

category B undertaking of NMR Savings Bank means the business and all of the property of NMR Savings Bank (except any category A property and any right or power of NMR Savings Bank relating to any category A property and any excluded asset and any right or power of NMR Savings Bank relating to any excluded asset) vested in or belonging to or held by that bank immediately before the appointed day and all of the

liabilities (except category A liabilities) to which NMR Savings Bank is subject immediately before that day;

Chief Executive Officer, in relation to a bank, means the officer in charge of the day to day management of the affairs of that bank or a person appointed by that officer in writing;

excluded assets means —

(a) any document required to be kept by NMRB or by NMR Savings Bank under the Corporations Law [2] or any other law;

(b) any land which, immediately before the appointed day, is vested in, belongs to, or is held by, NMRB or NMR Savings Bank otherwise than by way of security and while so continuing to be vested in, belonging to, or held by, such bank after that day;

(c) shares (including redeemable preference shares) held by NMRB in —

(i) NMR Savings Bank;

(ii) ANZ Capel Court Limited;

(iii) NMRB Management Services Limited;

(iv) NMRB Investments Limited;

(v) NMRB Finance Limited;

(vi) RBC Australia Finance Limited;

(vii) Royaust Management Limited (in liquidation);

(viii) Royaust Properties Pty. Limited (in liquidation);

(ix) Funds Transfer Services (Australia) Limited; and

(x) The Yulara Development Company Limited;

(d) shares held by NMR Savings Bank in —

(i) NMRB Insurance (Agents) Pty Limited;

(ii) NMRB Travel Services Pty Limited (in liquidation);

(iii) Ecomel Pty. Limited;

(iv) Elgeba Pty. Limited;

(v) Excelsior Holdings Pty. Limited (in liquidation); and

(vi) F.T.S. (N.S.W.) LTD.;

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

liabilities includes duties and obligations of every description, whether actual, contingent or prospective, but does not include any duty or obligation relating to an excluded asset;

NMRB means National Mutual Royal Bank Limited;

NMR Savings Bank means National Mutual Royal Savings Bank Limited;

property means property and assets of every description, and includes securities, rights and powers of every description;

register includes a book of registry and an index relating to registration;

security includes 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;

undertaking of NMRB means the business and all of the property of NMRB (except any excluded asset and any right or power of NMRB relating to any excluded asset) vested in or belonging to or held by that bank immediately before the appointed day and all of the liabilities to which that bank is subject immediately before that day.

(2) The Governor may, by order published in the *Gazette*, appoint a day for the purposes of this Act.

4. Act binds the Crown

This Act binds the Crown.

Part 2 — Vesting of undertaking of NMRB in ANZ

5. Vesting of undertaking

(1) On the appointed day the undertaking of NMRB is by virtue of this Act divested from NMRB and vested in ANZ.

(2) If any portion of the undertaking of NMRB cannot be vested in ANZ by virtue of this Act because transfer of that portion is governed otherwise than by the law of the State, then NMRB shall as soon as is practicable after the appointed day take all necessary steps for the purpose of securing that the portion is effectively transferred to ANZ.

6. Effect of contracts and instruments

(1) All contracts, agreements, conveyances, deeds, leases, licences and other instruments or undertakings entered into by or made with, or addressed to, NMRB (whether alone or with any other person) in force immediately before the appointed day are on and after that day to the extent that they were immediately before that day binding upon and enforceable by, or against, NMRB, binding and of full force and effect in every respect in favour of, or against, ANZ, as fully and effectually as if, instead of NMRB, ANZ had been a party to them or bound by them or entitled to the whole or any portion of the benefit of them.

(2) Subsection (1) does not apply to any contract, agreement, conveyance, deed, lease, licence, instrument or undertaking relating to an excluded asset or to a provident, benefit, superannuation or retirement fund.

(3) A director, secretary or auditor of NMRB is not by virtue only of this Act a director, secretary or auditor (as the case may be) of ANZ.

7. Transitional provisions

Without limiting sections 5 and 6, the following provisions have effect in relation to the banking business of NMRB:

(a) The relationship between NMRB and a customer or depositor at any office or branch or agency of that bank is, on and after the appointed day, between ANZ and that customer or depositor, and gives 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 ANZ and the customer or depositor, and so that any instruction, order, direction, mandate or authority given by that customer or depositor to NMRB and subsisting on or given after the appointed day is, unless and until revoked or cancelled, deemed to have been given to ANZ.

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

(c) ANZ is, 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 money secured by the security, entitled to the same rights and priorities and subject to the same obligations and incidents as NMRB

would have been entitled and subject to, if the security had continued to be held by NMRB.

(d) The custody of any document, goods or thing held by NMRB as bailee for any other person at any office or branch or agency of NMRB is transferred or deemed to be transferred to ANZ on the appointed day, and the rights and obligations of NMRB under any contract of bailment relating to the document, goods or thing are transferred or deemed to be transferred on that day to ANZ.

(e) Any negotiable instrument or order for payment of money, whether drawn, given, accepted or endorsed before, on or after the appointed day, which is expressed to be drawn by, drawn on, or given to, or accepted or endorsed by NMRB, or payable at any place of business of NMRB, has the same effect on and after the appointed day as if it had been drawn by, drawn on, or given to, or accepted or endorsed by, ANZ, or payable at the same place of business of ANZ.

8. Legal proceedings

(1) This section applies to —

(a) any action, arbitration or proceeding or cause of action, arbitration or proceeding which is on the appointed day pending or existing by, against, or in favour of, NMRB; and

(b) any cause of action, arbitration or proceeding by, against, or in favour of, NMRB, which arises after the appointed day in respect of a contract made by NMRB before the appointed day or which arises in respect of anything done or omitted to be done by NMRB 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) Any action, arbitration or proceeding and any cause of action, arbitration or proceeding to which this section applies, is not abated or discontinued or in any way prejudicially affected by reason of this Act, and may, without any further act, deed or instrument other than any appropriate amendment of the records of the relevant court or tribunal, be prosecuted and continued and enforced by, against, or in favour of, ANZ, in its own name as and when it might have been prosecuted, continued and enforced by, against, or in favour of, NMRB if this Act had not been enacted.

(3) Despite subsection (2), the court, tribunal 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 ANZ in any action, arbitration or proceeding to which this section applies shall, at the request of any party in whose favour the judgment, order or award is being made or entered, make or enter the judgment, order or award against both NMRB and ANZ, and the judgment, order or award may, when so made or entered, be enforced against both NMRB and ANZ.

9. Amendment of documents

(1) Any party to any action, arbitration or proceeding relating to an excluded asset is entitled at any stage to amend any writ, pleading or other document filed by the party in the action, arbitration or proceeding by substituting for the name of ANZ the name of NMRB as party.

(2) No order is to be made against any party so amending to pay to ANZ or to NMRB any costs occasioned by that amendment.

(3) The action, arbitration or proceeding is to be continued as if NMRB had originally been made a party to it.

10. Evidence

(1) Any book or document which if this Act had not been enacted would have been evidence in respect of any matter for or against NMRB is, on and after the appointed day, to be admissible in evidence in respect of the same matter for or against ANZ.

(2) Without limiting subsection (1), the bankers' books of NMRB are for the purposes of sections 89 to 96 of the *Evidence Act 1906* deemed to be, and to have been, bankers' books used in the ordinary business of ANZ.

(3) For the purposes of this section, ***bankers' books*** has the same meaning as in the *Evidence Act 1906*.

11. Construction of references

If any written law (other than this Act) or any document, whenever made or executed, (other than a document constituting or relating to a provident, benefit, superannuation or retirement fund) or any register established or kept under any Act contains any reference express or implied to NMRB, the reference is, on and after the appointed day, to be read and construed as a reference to ANZ, except to the extent that the reference is in relation to an excluded asset or unless the context otherwise requires.

Part 3 — Vesting of undertaking of NMR Savings Bank in ANZ Savings Bank and ANZ

12. Vesting of undertaking

(1) On the appointed day the category A undertaking of NMR Savings Bank is by virtue of this Act divested from NMR Savings Bank and vested in ANZ Savings Bank and the category B undertaking of NMR Savings Bank is by virtue of this Act divested from NMR Savings Bank and vested in ANZ.

(2) If any portion of the category A undertaking of NMR Savings Bank cannot be vested in ANZ Savings Bank by virtue of this Act because transfer of that portion is governed otherwise than by the law of the State, then NMR Savings Bank shall as soon as is practicable after the appointed day take all necessary steps for the purpose of securing that the portion is effectively transferred to ANZ Savings Bank.

(3) If any portion of the category B undertaking of NMR Savings Bank cannot be vested in ANZ by virtue of this Act because transfer of that portion is governed otherwise than by the law of the State, then NMR Savings Bank shall as soon as is practicable after the appointed day take all necessary steps for the purpose of securing that the portion is effectively transferred to ANZ.

13. Effect of contracts and instruments

(1) All contracts, agreements, conveyances, deeds, leases, licences and other instruments or undertakings concerning or relating to the category A undertaking of NMR Savings Bank and entered into by, or made with, or addressed to, NMR Savings Bank (whether alone or with any other person) in force immediately before the appointed day are on and after that day to the extent that they were immediately before that day binding upon and enforceable by, or against NMR Savings Bank, binding and of full force and effect in every respect in favour of, or against,

ANZ Savings Bank, as fully and effectually as if, instead of NMR Savings Bank, ANZ Savings Bank had been a party to them or bound by them or entitled to the whole or any portion of the benefit of them.

(2) All contracts, agreements, conveyances, deeds, leases, licences and other instruments or undertakings concerning or relating to the category B undertaking of NMR Savings Bank and entered into by, or made with, or addressed to, NMR Savings Bank (whether alone or with any other person) in force immediately before the appointed day are on and after that day to the extent that they were immediately before that day binding upon and enforceable by, or against, NMR Savings Bank, binding and of full force and effect in every respect in favour of, or against, ANZ as fully and effectually as if, instead of NMR Savings Bank, ANZ had been a party thereto or bound thereby or entitled to the whole or any portion of the benefit thereof.

(3) Subsections (1) and (2) do not apply to any contract, agreement, conveyance, deed, lease, licence, instrument or undertaking relating to an excluded asset.

(4) A director, secretary or auditor of NMR Savings Bank is not by virtue only of this Act a director, secretary or auditor (as the case may be) of ANZ Savings Bank or ANZ.

14. Transitional provisions

(1) Without limiting sections 12 and 13, and subject to subsections (3) and (4), the following provisions have effect in relation to the banking business of NMR Savings Bank:

(a) The relationship between NMR Savings Bank and a customer or depositor at any office or branch or agency of that bank is, to the extent that it relates to the category A undertaking of NMR Savings Bank, on and after the appointed day, between ANZ Savings Bank and that customer or depositor, and gives 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 ANZ Savings Bank and the customer or depositor, and so that any instruction, order, direction, mandate or authority given by that customer or depositor to NMR Savings Bank and subsisting on or given after the appointed day, is, unless and until revoked or cancelled, deemed to have been given to ANZ Savings Bank.

(b) Any security held by NMR Savings Bank as security for the payment of debts or liabilities (whether present or future, certain or contingent) of any person and which forms part of the category A undertaking of NMR Savings Bank is transferred or deemed to be transferred to ANZ Savings Bank on the appointed day, and shall be held by and be available to ANZ Savings Bank as security for the payment of those debts and liabilities to ANZ Savings Bank and, where the security extends to future advances to, or to future liabilities of, that person, the security shall, on and after that day, subject to any agreement between ANZ Savings Bank and that person, be held by and be available to ANZ Savings Bank as security for future advances to that person by, and future liabilities of that person to, ANZ Savings Bank, to the same extent to which future advances by, or liabilities to, NMR Savings Bank were secured immediately before that day.

(c) ANZ Savings Bank is, 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 money secured by the security, entitled to the same rights and priorities and subject to the same obligations and incidents as NMR Savings Bank would have been entitled and subject to, if the security had continued to be held by NMR Savings Bank.

(d) The custody of any document, goods or thing held by NMR Savings Bank as bailee for any other person at any

office or branch or agency of NMR Savings Bank and which relates to or forms part of the category A undertaking of NMR Savings Bank, is transferred or deemed to be transferred to ANZ Savings Bank on the appointed day, and the rights and obligations of NMR Savings Bank under any contract of bailment relating to the document, goods or thing are transferred or deemed to be transferred on that day to ANZ Savings Bank.

(e) Any negotiable instrument or order for payment of money which relates to or forms part of the category A undertaking of NMR Savings Bank, whether drawn, given, accepted or endorsed before, on or after the appointed day, which is expressed to be drawn by, drawn on, or given to, or accepted or endorsed by, NMR Savings Bank, or payable at any place of business of NMR Savings Bank, has the same effect on and after the appointed day as if it had been drawn by, drawn on, or given to, or accepted or endorsed by, ANZ Savings Bank, or payable at the same place of business of ANZ Savings Bank.

(2) Without limiting sections 12 and 13, and subject to subsections (3) and (4), the following provisions have effect in relation to the banking business of NMR Savings Bank:

(a) The relationship between NMR Savings Bank and a customer or depositor at any office or branch or agency of that bank is, to the extent that it relates to the category B undertaking of NMR Savings Bank, on and after the appointed day, between ANZ and that customer or depositor, and gives 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 ANZ and the customer or depositor, and so that any instruction, order, direction, mandate or authority given by that customer or depositor to NMR Savings Bank and subsisting on or given after the appointed day, is, unless

and until revoked or cancelled, deemed to have been given to ANZ.

(b) Any security held by NMR Savings Bank as security for the payment of debts or liabilities (whether present or future, certain or contingent) of any person and which forms part of the category B undertaking of NMR Savings Bank is transferred or deemed to be transferred to ANZ on the appointed day, and shall be held by and be available to ANZ as security for the payment of those debts and liabilities to ANZ and, where the security extends to future advances to, or to future liabilities of, that person, the security shall, on and after that day, subject to any agreement between ANZ and that person, be held by and be available to ANZ as security for future advances to that person by, and future liabilities of that person to, ANZ, to the same extent to which future advances by, or liabilities to, NMR Savings Bank were secured immediately before that day.

(c) ANZ is, 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 money secured by the security, entitled to the same rights and priorities and subject to the same obligations and incidents as NMR Savings Bank would have been entitled and subject to, if the security had continued to be held by NMR Savings Bank.

(d) The custody of any document, goods or thing held by NMR Savings Bank as bailee for any other person at any office or branch or agency of NMR Savings Bank and which relates to or forms part of the category B undertaking of NMR Savings Bank, is transferred or deemed to be transferred to ANZ on the appointed day, and the rights and obligations of NMR Savings Bank under any contract of bailment relating to the document, goods or thing are transferred or deemed to be transferred on that day to ANZ.

(e) Any negotiable instrument or order for payment of money which relates to or forms part of the category B undertaking of NMR Savings Bank, whether drawn, given, accepted or endorsed before, on or after the appointed day, which is expressed to be drawn by, drawn on, or given to, or accepted or endorsed by, NMR Savings Bank, or payable at any place of business of NMR Savings Bank, has the same effect on or after the appointed day as if it had been drawn by, drawn on, or given to, or accepted or endorsed by ANZ, or payable at the same place of business of ANZ.

(3) In cases where a security is transferred to ANZ Savings Bank pursuant to subsection (1) and it also secures or is liable to secure the payment of a debt (whether present or future) or the discharge of an obligation or liability (whether actual or contingent), in either case which forms part of the category B undertaking of NMR Savings Bank, the security will be held by ANZ Savings Bank as trustee for both ANZ Savings Bank and ANZ as security for the respective amounts owing to ANZ Savings Bank and ANZ from time to time.

(4) In cases where a security is transferred to ANZ pursuant to subsection (2) and it also secures or is liable to secure the payment of a debt (whether present or future) or the discharge of an obligation or liability (whether actual or contingent), in either case which forms part of the category A undertaking of NMR Savings Bank, the security will be held by ANZ as trustee for both ANZ and ANZ Savings Bank as security for the respective amounts owing to ANZ and ANZ Savings Bank from time to time.

15. Legal proceedings — the category A undertaking of NMR Savings Bank

(1) This section applies to —

(a) any action, arbitration or proceeding or cause of action, arbitration or proceeding which is on the appointed day

pending or existing by, against, or in favour of, NMR Savings Bank in relation to the category A undertaking of NMR Savings Bank; and

(b) any cause of action, arbitration or proceeding by, against, or in favour of, NMR Savings Bank, which arises after the appointed day in respect of a contract made by NMR Savings Bank before the appointed day or which arises in respect of anything done or omitted to be done by NMR Savings Bank before the appointed day in either case in relation to the category A undertaking of NMR Savings Bank,

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) Any action, arbitration or proceeding and any cause of action, arbitration or proceeding to which this section applies, is not abated or discontinued or in any way prejudicially affected by reason of this Act, and may, without any further act, deed or instrument other than any appropriate amendment of the records of the relevant court or tribunal, be prosecuted and continued and enforced by, against, or in favour of, ANZ Savings Bank, in its own name as and when it might have been prosecuted, continued and enforced by, against, or in favour of, NMR Savings Bank if this Act had not been enacted.

(3) Despite subsection (2), the court, tribunal 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 ANZ Savings Bank in any action, arbitration or proceeding to which this section applies shall, at the request of any party in whose favour the judgment, order or award is being made or entered, make or enter the judgment, order or award against both NMR Savings Bank and ANZ Savings Bank, and the judgment, order or award may, when so made or entered, be enforced against both NMR Savings Bank and ANZ Savings Bank.

16. Legal proceedings — the category B undertaking of NMR Savings Bank

(1) This section applies to —

(a) any action, arbitration or proceeding or cause of action, arbitration or proceeding which is on the appointed day pending or existing by, against, or in favour of, NMR Savings Bank in relation to the category B undertaking of NMR Savings Bank; and

(b) any cause of action, arbitration or proceeding by, against, or in favour of, NMR Savings Bank, which arises after the appointed day in respect of a contract made by NMR Savings Bank before the appointed day or which arises in respect of anything done or omitted to be done by NMR Savings Bank before the appointed day in either case in relation to the category B undertaking of NMR Savings Bank,

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) Any action, arbitration or proceeding and any cause of action, arbitration or proceeding to which this section applies, is not abated or discontinued or in any way prejudicially affected by reason of this Act, and may, without any further act, deed or instrument other than any appropriate amendment of the records of the relevant court or tribunal, be prosecuted and continued and enforced by, against, or in favour of, ANZ, in its own name as and when it might have been prosecuted, continued and enforced by, against, or in favour of, NMR Savings Bank if this Act had not been enacted.

(3) Despite subsection (2), the court, tribunal 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 ANZ in any action, arbitration or proceeding to which this section applies shall, at the request of

any party in whose favour the judgment, order or award is being made or entered, make or enter the judgment, order or award against both NMR Savings Bank and ANZ, and the judgment, order or award may, when so made or entered, be enforced against both NMR Savings Bank and ANZ.

17. Amendment of documents

(1) Any party to any action, arbitration or proceeding relating to an excluded asset is entitled at any stage to amend any writ, pleading or other document filed by the party in the action, arbitration or proceeding by substituting for the name of ANZ Savings Bank or ANZ the name of NMR Savings Bank as party.

(2) No order is to be made against any party so amending to pay to ANZ Savings Bank or to ANZ or to NMR Savings Bank any costs occasioned by that amendment.

(3) The action, arbitration or proceeding is to be continued as if NMR Savings Bank had originally been made a party to it.

18. Evidence — the category A undertaking of NMR Savings Bank

(1) Any book or document which, if this Act had not been enacted, would have been evidence in respect of any matter for or against NMR Savings Bank in relation to the category A undertaking of NMR Savings Bank is, on and after the appointed day, to be admissible in evidence in respect of the same matter for or against ANZ Savings Bank.

(2) Without limiting subsection (1), the bankers' books of NMR Savings Bank are for the purposes of sections 89 to 96 of the *Evidence Act 1906* deemed to be, and to have been, bankers' books used in the ordinary business of ANZ Savings Bank.

(3) For the purposes of this section, ***bankers' books*** has the same meaning as in the *Evidence Act 1906*.

19. Evidence — the category B undertaking of NMR Savings Bank

(1) Any book or document which, if this Act had not been enacted, would have been evidence in respect of any matter for or against NMR Savings Bank in relation to the category B undertaking of NMR Savings Bank is, on and after the appointed day, to be admissible in evidence in respect of the same matter for or against ANZ.

(2) Without limiting subsection (1), the bankers' books of NMR Savings Bank are for the purposes of sections 89 to 96 of the *Evidence Act 1906* deemed to be, and to have been, bankers' books used in the ordinary business of ANZ.

(3) For the purposes of this section, ***bankers' books*** has the same meaning as in the *Evidence Act 1906*.

20. Construction of references

If any written law (other than this Act) or any document, whenever made or executed, or any register established or kept under any Act contains any reference express or implied to NMR Savings Bank, the reference is, on and after the appointed day, to be read and construed as a reference to ANZ Savings Bank to the extent that the reference relates to the category A undertaking of NMR Savings Bank and to be read and construed as a reference to ANZ in all other cases, except to the extent that the reference is in relation to an excluded asset or unless the context otherwise requires.

Part 4 — General

21. Effect of things done under this Act

Nothing effected by this Act or done or suffered by NMRB, NMR Savings Bank, ANZ or ANZ Savings Bank under this Act —

(a) is to be regarded as placing any of them in breach of contract or confidence or as otherwise making any of them guilty of a civil wrong; or

(b) is to be regarded as placing any of them in breach of or as constituting a default under any written law or other law or any provision in any agreement, arrangement or understanding including, without limiting the generality of the foregoing, any provision prohibiting, restricting or regulating the assignment or transfer of any property or the disclosure of any information; or

(c) is to be regarded as fulfilling any condition which allows a person to terminate any agreement or liability; or

(d) releases any surety or other obligee wholly or in part from any liability.

22. Service of documents

(1) Service of a document —

(a) on ANZ is deemed to be service on NMRB except where the document relates to the category B undertaking of NMR Savings Bank, in which case it shall be deemed to be service on NMR Savings Bank;

(b) on NMRB is deemed to be service on ANZ;

(c) on ANZ Savings Bank is deemed to be service on NMR Savings Bank;

(d) on NMR Savings Bank is deemed to be service on ANZ Savings Bank where the document relates to the

category A undertaking of NMR Savings Bank and to be service on ANZ in any other case.

(2) Paragraph (a) of subsection (1) ceases to have any force and effect in relation to NMRB upon NMRB ceasing to be a subsidiary of ANZ within the meaning of section 9 of the Corporations Law [2].

(3) Paragraph (b) of subsection (1) ceases to have any force and effect upon NMRB ceasing to be a subsidiary of ANZ within the meaning of section 9 of the Corporations Law [2].

(4) Paragraph (a) of subsection (1) ceases to have any force and effect in relation to NMR Savings Bank upon NMR Savings Bank ceasing to be a subsidiary of ANZ within the meaning of section 9 of the Corporations Law [2].

(5) Paragraphs (c) and (d) of subsection (1) cease to have any force and effect upon NMR Savings Bank ceasing to be a subsidiary of ANZ within the meaning of section 9 of the Corporations Law [2].

23. Excluded assets

(1) No person dealing —

(a) with ANZ or NMRB (in any capacity whatsoever); or

(b) with ANZ Savings Bank or ANZ or NMR Savings Bank (in any capacity whatsoever),

nor the Registrar of Titles, 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, is, in respect of any dealing or transaction entered into or purporting to be entered into by ANZ, NMRB, ANZ Savings Bank or NMR Savings Bank, to be 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 be 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 ANZ or ANZ Savings Bank with any person, in relation to or in connection with an excluded asset, it is to be deemed in favour of that person that ANZ or ANZ 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 ANZ or ANZ Savings Bank, as the case may be, under this Act.

(3) Nothing in this section affects the liability of ANZ to NMRB, or of ANZ Savings Bank or ANZ to NMR Savings Bank, in respect of anything done, or purporting to be done, by ANZ or ANZ Savings Bank, as the case may be, in relation to or in connection with an excluded asset.

24. Certificates may be issued

The Chief Executive Officer of ANZ may, by signed certificate, certify any matter in relation to the operation of this Act and, in particular, may certify —

(a) whether specified property or liabilities formed or did not form on the appointed day part of the category A undertaking of NMR Savings Bank; and

(b) whether specified property or liabilities formed or did not form on the appointed day part of the category B undertaking of NMR Savings Bank.

25. Interests in land in the Register Book

Where any land of which NMRB, or NMR Savings Bank, is, or is deemed or taken to be, the registered proprietor is by virtue of this Act vested in ANZ or in ANZ Savings Bank, ANZ or (as the case may be) ANZ Savings Bank is, notwithstanding anything to the contrary in any written law or other law, to be deemed to be the registered proprietor of the land for the purposes of the *Transfer of Land Act 1893* and the land may be dealt with accordingly.

26. Amendment of Register Book

The Registrar of Titles, on being requested to do so and on production of any relevant Crown Grant or duplicate certificate of title or other relevant instrument and payment of any relevant fees under the *Transfer of Land Act 1893*, shall make any amendments to the Register under that Act and to any Crown Grant, duplicate certificate of title, duplicate registered instrument or other document that are necessary because of the operation of this Act.

[Section 26 amended: No. 81 of 1996 s. 153(1).]

27. Certificates in relation to charges

(1) Section 268(1) of the Corporations Law [2] is to be taken to have been complied with in respect of all charges of which ANZ becomes the holder by virtue of this Act if there is lodged with the Australian Securities Commission [2] a certificate signed by the Chief Executive Officer of ANZ stating that by virtue of this Act the undertaking of NMRB and part of the undertaking of NMR Savings Bank have become vested in ANZ.

(2) Section 268(1) of the Corporations Law [2] is to be taken to have been complied with in respect of all charges of which ANZ Savings Bank becomes the holder by virtue of this Act if there is lodged with the Australian Securities Commission [3] a certificate signed by the Chief Executive Officer of ANZ Savings Bank stating that by virtue of this Act part of the undertaking of NMR Savings Bank has become vested in ANZ Savings Bank.

28. Other property

(1) Where —

(a) any property (other than property to which section 25, 26 or 27 applies) becomes, under this Act, the property of ANZ; and

(b) any person or authority has, under any written law, responsibility for keeping a register in respect of property of that kind,

then —

(c) any requirement of that written law relating to the transfer of such property from one person to another shall be taken to have been complied with if there is lodged with that person or authority a certificate signed by the Chief Executive Officer of ANZ stating that by virtue of this Act the undertaking of NMRB and the category B undertaking of NMR Savings Bank have become vested in ANZ; and

(d) that person or authority, on being requested to do so and on delivery of any relevant instrument, shall make any amendments to that register which are necessary to make it accurately reflect the effect of this Act.

(2) Where —

(a) any property (other than property to which section 25, 26 or 27 applies) becomes, under this Act, the property of ANZ Savings Bank; and

(b) any person or authority has, under any written law, responsibility for keeping a register in respect of property of that kind,

then —

(c) any requirement of that written law relating to the transfer of such property from one person to another shall be taken to have been complied with if there is lodged with that person or authority a certificate signed by the Chief Executive Officer of ANZ Savings Bank stating that by virtue of this Act the category A undertaking of NMR Savings Bank has become vested in ANZ Savings Bank; and

(d) that person or authority, on being requested to do so and on delivery of any relevant instrument, shall make any

amendments to that register which are necessary to make it accurately reflect the effect of this Act.

29. Certificates conclusive

(1) For all purposes and in all courts, tribunals and proceedings, a certificate under this Act is conclusive evidence of the matters certified, except so far as the contrary is established.

(2) A document purporting to be a certificate under this Act is, unless the contrary is established, taken to be such a certificate and to have been properly given.

30. Application of banking laws

Nothing in this Act exempts ANZ or ANZ Savings Bank from the provisions of any written law relating to companies carrying on the business of banking.

Schedule 1 — Category A liabilities and property

[s. 3]

[Heading inserted: No. 19 of 2010 s. 9(2).]

Part 1 — Category A liabilities

[Heading inserted: No. 19 of 2010 s. 9(2).]

Title and characteristics	Computer codes
Current accounts	
Selectaccount	TB 250, 260, 480
NM Life staff	TD 255, 265, 485
Characteristics of all Current Accounts — demand deposit account, interest bearing, periodic statements, cheque issuing facilities.	
Statement Savings Accounts	
Mortgage Interest Saver (MISA)	712, 012, 412, 512, 612, 312
Selectaccount	TA 253, 263, 483
NM Life staff	TF 275, 285, 495
Characteristics of all Statement Savings Accounts — demand deposit account, interest bearing, periodic statements, no cheque issuing facilities.	
Passbook Accounts	
Premium Savings	790, 280, 475, 590, 690, 290
Pensioner Premium	711, 311, 413, 511, 611, 211
Characteristics of all Passbook Accounts — demand deposit account, interest bearing passbook, no cheque issuing facilities.	

Part 2 — Category A property

[Heading inserted: No. 19 of 2010 s. 9(3).]

Title	Characteristics	Computer Codes
Home Lending Accounts Mortgage Loans	Fixed Loans	300, 301, 302, 303, 304, 310, 353, 354 001, 003, 010, 021, 022, 025, 030, 031, 053, 054 400, 401, 422, 453, 454 500, 501, 553, 554 600, 601, 610, 611, 653 200, 201, 222, 253, 254
	Loan purpose — Residential property Security — mortgage over property	
Securities given to secure Mortgage Loans		

Notes

This is a compilation of the *Australia and New Zealand Banking Group Limited (NMRB) Act 1991* 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 Limited (NMRB) Act 1991	28 of 1991	14 Nov 1991	14 Nov 1991 (see s. 2)
Transfer of Land Amendment Act 1996 s. 153(1)	81 of 1996	14 Nov 1996	14 Nov 1996 (see s. 2(1))
Reprint 1: The *Australia and New Zealand Banking Group Limited (NMRB) Act 1991* as at 7 Nov 2003 (includes amendments listed above)			
Standardisation of Formatting Act 2010 s. 9	19 of 2010	28 Jun 2010	11 Sep 2010 (see s. 2(b) and *Gazette* 10 Sep 2010 p. 4341)

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. 3	15 of 2025	25 Sep 2025	18 Sep 2027 (see s. 2(e) and SL 2026/190 cl. 2)

Other notes

[1] The Corporations Law was superseded on 15 July 2001 by the *Corporations Act 2001* of the Commonwealth.

[2] The Australian Securities Commission is now known as the Australian Securities and Investments Commission.

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)
ANZ	3(1)
ANZ Savings Bank	3(1)
appointed day	3(1)
bankers' books	10(3), 18(3), 19(3)
category A liabilities	3(1)
category A property	3(1)
category A undertaking of NMR Savings Bank	3(1)
category B undertaking of NMR Savings Bank	3(1)
Chief Executive Officer	3(1)
excluded assets	3(1)
land	3(1)
liabilities	3(1)
NMR Savings Bank	3(1)
NMRB	3(1)
property	3(1)
register	3(1)
security	3(1)
undertaking of NMRB	3(1)

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