

HOUSING ADVANCES (CONTRACTS WITH INFANTS).

No. 61 of 1968.

AN ACT to enable certain Infants to enter into certain Contracts for advances or loans to erect or purchase dwelling houses and for incidental purposes.

[Assented to 13th November, 1968.]

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:—

1. This Act may be cited as the *Housing Advances* Short title.
(*Contracts with Infants*) Act, 1968.

2. In this Act, unless the contrary intention Definitions.
appears—

“infant” means an infant who has attained the age of eighteen years;

“lending authority” means a building society registered under the Building Societies Act, 1920, a bank carrying on the business of banking in the State, a body corporate registered under the law of the Commonwealth relating to life insurance carrying on the business of life insurance in the State and the State Housing Commission constituted under the State Housing Act, 1946.

Power of
certain
infants to
make certain
contracts,
etc.

3. (1) Notwithstanding any law to the contrary, an infant is capable—

- (a) of entering into a contract with a lending authority for moneys to be advanced or lent by it to him for the purpose of erecting or purchasing a dwelling house for his occupation; and
- (b) of executing a mortgage or other instrument by way of security for the repayment of any moneys advanced or lent or to be advanced or lent to the infant under the contract,

to the same extent as if the infant were of full age and capacity at the time he entered into the contract or executed the mortgage or other instrument.

(2) An infant who has entered into such a contract as is referred to in subsection (1) of this section, is not entitled on any ground relating to his infancy at any time—

- (a) to avoid any of his obligations under that contract or under the mortgage or other instrument so referred to and executed by him, by which the repayment of any moneys advanced or lent is secured; or
- (b) to repudiate any contract, transfer, conveyance or assignment relating to any property charged by the mortgage or other instrument.

and the contract and the mortgage or other instrument and any necessary acquittance given by the infant in connection therewith is as valid and effectual for all purposes as if the infant were of full age and capacity at the time he entered into the contract or executed the mortgage or other instrument or gave the acquittance.

4. A mortgage or other instrument to which paragraph (b) of subsection (1) of section 3 of this Act relates—

Mortgage or other instrument executed by infant to state age of infant and purpose of loan.

- (a) shall state the date of the birth of the infant who executed it; and
- (b) shall contain a statement that the moneys secured thereby, have been advanced or lent to the infant for the purpose of erecting or purchasing a dwelling house for his occupation.

5. In section 3 of this Act a reference—

Construction of s. 3.

- (a) to a contract entered into by an infant shall be read and construed as including reference to a contract entered into by an infant jointly with some other person or persons, whether of full age or not;
- (b) to moneys to be advanced or lent to an infant shall be read and construed, as including moneys advanced or lent or to be advanced or lent to the order of the infant or to an infant jointly with some other person or persons, whether of full age or not;
- (c) to an instrument executed by an infant shall be read and construed as including reference to an instrument executed by an infant jointly with some other person or persons, whether of full age or not.