

(2) If the Plaintiff in any action hereafter brought in New Zealand to recover damages in respect of the death of or bodily injury to any person (including the Plaintiff) caused by or through or in connection with the use of a Motor Vehicle in New Zealand owned by an Uninsured Defendant shall be unable to obtain payment of the whole or any part of the first £1,000 of any judgment recovered by the Plaintiff against the said Defendant because such Defendant is of insufficient means to pay such judgment then if having regard to the exceptions provided in subsection (4) of section 70 of the Transport Act 1949 the Defendant would have been indemnified if the Defendant had obtained Motor Vehicle (Third Party) Insurance under the Transport Act 1949 and subject to the Plaintiff executing in favour of the Insurers the assignment of the judgment obtained provided for in the next succeeding clause of these Articles of Agreement the Insurers will pay to the Plaintiff in respect of such judgment the amount of such judgment to a limit of £1,000 less any sum which the Plaintiff may have received on account or in respect of the said judgment. Provided always that the total amount payable by the Insurers in respect of all claims arising out of one accident or disaster shall not exceed £5,000 in all and if necessary the amount payable hereunder to each claimant shall abate proportionately to the extent necessary to keep the total of all payments to the sum of £5,000.

(3) It shall be a condition precedent of any payment by the Insurers in terms of the preceding clause of these Articles of Agreement that the Plaintiff shall execute in favour of the Insurers an assignment of the judgment obtained by the Plaintiff against the Uninsured Defendant.

(4) If the Insurers shall recover under the judgment assigned by any Plaintiff any sum in excess of the monies paid by the Insurers to the Plaintiff and the costs and expenses incurred by the Insurers (hereinafter called the surplus monies) then the Insurers will pay the said surplus monies to the Plaintiff or to his her or its Executors Administrators or legal successors.

(5) The Insurers shall not be under any obligation to enforce any judgment assigned nor shall the Insurers be liable for any failure to enforce the said judgment.

(6) Any Plaintiff who desires to claim upon the Insurers in pursuance of these Articles of Agreement and by reason of a judgment obtained against an Uninsured Defendant not being satisfied shall give written notice (to be sent by Registered Post) to the Commissioner of Transport stating the following:

- (a) The full name, address, and occupation of the Plaintiff;
- (b) The date, time and place of the accident giving rise to the action brought by the Plaintiff;
- (c) A certified copy of the judgment obtained by the Plaintiff against the Defendant;
- (d) A statutory declaration stating the following:

(1) That nothing has been recovered from the Defendant in respect of the said judgment;

(2) That the Defendant is an Uninsured Defendant within the meaning of these Articles of Agreement;

(3) That according to the best of the Plaintiff's knowledge, information and belief, the Defendant is unable to pay the said judgment (or the balance owing in respect of the said judgment) from the Defendant's own monies or assets;

(4) That the Plaintiff wishes to avail himself of the benefits conferred by these Articles of Agreement and that in consideration of the Insurers receiving the application the Plaintiff agrees to be bound by the provisions of these Articles of Agreement and the Plaintiff is accordingly prepared to assign the said judgment to the Insurers.

(7) The Commissioner of Transport shall forward all applications received to the General Manager of the State Fire Office who is the authorized agent of the Insurers to deal with all applications made for the benefits conferred by these Articles of Agreement.

(8) If any dispute shall arise between a Plaintiff claiming the benefits provided for by these Articles of Agreement and the Insurers as to whether the real reason why the said Plaintiff is unable to obtain payment of the whole or any part of the first £1,000 of any judgment recovered against an Uninsured Defendant is because such Defendant is of insufficient means to pay such judgment then such dispute shall be settled by an Arbitrator who shall be appointed by the Commissioner of Transport and the Award of the Arbitrator appointed by the Commissioner of Transport shall be final and binding upon the Plaintiff and the Insurers.

(9) The total amount (including all costs payable or incurred) of any payment required to be made to any Plaintiff together with the legal and other costs incurred by the State Fire Insurance General Manager, in handling the claim shall be collected by the Commissioner of Transport from the Underwriters and thereafter disbursed by him to and through the State Fire Insurance General Manager.

(10) Each of the Underwriters shall contribute such proportion of the total amount payable to the Commissioner of Transport as the amount payable to it under subsection 2 of section 77 of the Transport Act 1949 for the year in which the accident giving rise to the Plaintiff's claim occurred bears to the total premiums received under subsection (1) of the said section 77 during the months of July August and September.

(11) Each of the Underwriters hereby authorizes the Secretary of the Post Office to give to the Commissioner of Transport such information as the latter may require to enable the

Commissioner to assess each of the Underwriters with the proportion of the total amount payable by each Underwriter in respect of each claim.

(12) For the purpose of collecting the necessary amount, the Commissioner shall notify each Underwriter in writing of such total amount and of the proportion thereof payable by it, and the assessment of the Commissioner shall be accepted by each Underwriter as final and conclusive; and each Underwriter shall pay such proportion to the Commissioner within seven days after receiving such notification.

(13) The provisions hereof shall not apply to any claims made in respect of any accident that occurred prior to the date of the publication of this agreement in the *New Zealand Gazette*.

(14) Any of the Underwriters may withdraw from this agreement and the provisions hereof upon giving to the Minister of Transport not less than three calendar months' notice in writing, expiring on the 30th day of June in any year, of its intention to do so, and upon the expiration of such notice such Underwriter shall cease to be under any liability under or in respect of this agreement or the provisions hereof, but it shall in such case remain liable to the Commissioner for its proportion of any claim theretofore or thereafter made in respect of any accident occurring before the expiration of such notice. Notwithstanding any such withdrawal or withdrawals as aforesaid, and subject as aforesaid, this agreement and the provisions hereof shall continue to bind the other Underwriters who shall not have withdrawn as if they were the only parties hereto. The liability of any party to these presents shall not be affected by failure to become a party hereto on the part of any person, company, or corporation whose participation herein may have been in contemplation.

(15) Upon giving not less than three calendar months' notice in writing to the Underwriters, in like manner as a claim is hereby required to be submitted to them, the Minister of Transport may terminate this agreement, but so that the same shall continue to have effect in respect of any accident occurring before the expiration of such notice.

(16) The Minister shall arrange for the publication of this agreement in the *New Zealand Gazette* as soon as possible after the date of its execution by all parties to the agreement.

In witness whereof these presents have been executed the day and year first above written.

* * * * *

Dated at Wellington this 31st day of March 1955.

H. B. SMITH, Commissioner of Transport.

By-law Regulating Traffic on the Mihi Bridge on the Rotorua-Taupo State Highway

PURSUANT to section 13 of the National Roads Act 1953 and section 54 of the Transport Act 1949, the National Roads Board hereby makes the following by-law:

BY-LAW

1. This by-law may be cited as the National Roads Board By-law 1955, No. 4.

2. This by-law shall come into force on the day after the date of its publication in the *Gazette*.

3. In this by-law "vehicle" has the meaning assigned to it in the Transport Act 1949.

4. No person shall drive or take or permit to be driven or taken any vehicle upon or over the Mihi Bridge (being the bridge described in the Schedule hereto) at a speed exceeding ten miles an hour.

5. Every person who commits an offence against this by-law is liable on summary conviction to a fine not exceeding £20.

SCHEDULE

MIHI Bridge on the Rotorua-Taupo State Highway spanning the Waikato River at Mihi, approximately 30 miles south of Rotorua.

This by-law was made by resolution duly passed at a meeting of the National Roads Board held in Wellington on the 18th day of March 1955.

W. F. YOUNG, Acting Chairman.
D. M. GROVER, Member.

(N.R. 70/3/21/3; N.R. 70/33/3)

Classification of Road in Waipa County

PURSUANT to subclause (10) of regulation 3 of the Heavy Motor-vehicle Regulations 1950 (as substituted by regulation 4 (1) of the Heavy Motor-vehicle Regulations 1950, Amendment No. 8), the Commissioner of Transport hereby revokes that portion of the Warrant dated the 8th day of June 1950* in so far as it applies to the classification in Class Three of the road described in the Schedule hereto, and hereby approves the Waipa County Council's proposed variation in the classification of the said road as set out in the Schedule hereto.