

shall not exceed £2,000 (inclusive of costs) unless the Insurers in their discretion decide that they have not been prejudiced by the failure of the Claimant to give notice in the prescribed manner in which case the total amount payable by the Insurers shall not exceed £7,500 (inclusive of costs) and provided always that any sum received by the Claimant from the uninsured defendant on account of or in respect of any such judgment shall be deducted from the sum payable by the Insurers pursuant to this clause and provided further that the provisions of clause (21) hereof as to the maximum liability in respect of all claims arising out of one accident or disaster and the abatement of claims shall apply to any payment under this clause.

(28) Any claimant who desires to claim upon the Insurers in pursuance of clause 27 hereof 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 claimant.
- (b) The date, time and place of the accident giving rise to the action brought by the Claimant.
- (c) A certified copy of the judgment obtained by the Claimant against the Defendant.
- (d) A statutory declaration stating the following:
 - (i) What amount (if any) has been recovered from the Defendant in respect of the said judgment;
 - (ii) That the Defendant is an Uninsured Defendant within the meaning of these Articles of Agreement;
 - (iii) That according to the best of the Claimant'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 moneys or assets;
 - (iv) That the Claimant wishes to avail himself of the benefits conferred by these Articles of Agreement and that in consideration of the Insurers receiving the application the Claimant agrees to be bound by the provisions of these Articles of Agreement and the Claimant is accordingly prepared to assign the said judgment to the Insurers.

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

(30) 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.

(31) The Commissioner of Transport shall forward all notices and applications received in terms of this Part of these Articles of Agreement to the General Manager of the State Fire Office who is the authorised agent of the Insurers to deal with all such notices and applications in respect of the benefits conferred by these Articles of Agreement.

PART III—GENERAL

(32) Any award or payment made in accordance with Parts I or II hereof shall be deemed to include any advance made and any amount paid as wages or compensation under the Workers' Compensation Act and any other sums which may be recoverable by any third person whether paid or to be paid to the Claimant and the Claimant shall disclose all such amounts to the Insurers who may pay the same and deduct such amounts or amount from the amount payable to the Claimant and the Claimant shall if required so to do sign an indemnity in respect of any amount which may not have been disclosed or in respect of which any claim may thereafter be made.

(33) The total amount (including all costs payable or incurred and including party-and-party costs) payable under any award made or required to be paid to any Claimant in accordance with the provisions hereof together with the legal and other costs incurred by the State Fire Insurance Office General Manager in handling the claim shall be collected by the Commissioner of Transport from the Insurers and thereafter disbursed by him to and through the State Fire Insurance Office General Manager; but the Commissioner shall be liable to pay as aforesaid only such amount as he actually receives.

(34) Each of the Insurers 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 claim occurred bears to the total premiums received under subsection (1) of the said section 77 during the months of July August and September.

(35) Each of the Insurers hereby authorises the Registrar of Motor Vehicles to give to the Commissioner of Transport such information as the latter may require to enable the Commissioner to assess each of the Insurers with the proportion of the total amount payable by each Insurer in respect of each claim.

(36) For the purpose of collecting the necessary amount the Commissioner shall notify each Insurer 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 Insurer as final and conclusive; and each Insurer shall pay such proportion to the Commissioner within seven days after receiving such notification.

(37) The provisions of the existing agreement referred to in this agreement shall apply to all claims made in respect of

any accident that occurs prior to the date of the publication of this agreement in the *New Zealand Gazette* but on and after the said date of publication the said existing agreement shall cease to be in force except with regard to any claim arising in respect of any accident that occurs prior to that date.

(38) Any of the Insurers 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 Insurer 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 Insurers who shall not have withdrawn as if they were the only parties hereto. The liability of any party to these present 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.

(39) Upon giving not less than three calendar months' notice in writing to the Insurers 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.

(40) 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 and this said agreement shall be deemed to come into force on the date of the said publication thereof.

Dated at Wellington this 4th day of November 1961.

A. E. FORSYTH, Commissioner of Transport.

Classification of Roads in Papakura Borough

PURSUANT to subclause (8) of regulation 3 of the Heavy Motor Vehicle Regulations 1955,* the Commissioner of Transport, in accordance with a decision of the National Roads Board, hereby declares that the roads described in the Schedule hereto shall be classified in Class Two.

SCHEDULE

ROADS CLASSIFIED IN CLASS TWO

ALL roads under the control of the Papakura Borough Council.

Dated at Wellington this 31st day of October 1961.

A. E. FORSYTH, Commissioner of Transport.

*S.R. 1955/59

Amendment No. 1: 1956/39

Amendment No. 2: 1960/61

Amendment No. 3: 1961/9

(TT. 8/8/179)

Members of Bobby Calf Pool Committees Elected

PURSUANT to the Bobby Calf Marketing Regulations 1955, notice has been received by the New Zealand Dairy Production and Marketing Board that the persons whose names are set out under the name of each Bobby Calf Pool Committee in the Schedule hereto have been duly elected as members of that committee.

SCHEDULE

Broadwood Bobby Calf Pool Committee

Leslie Grounds,
James Vivian Raynel,
John Samson,
Alfred John Lane,
Graham Menary Dunning,
Robert Clifton Proctor, and
Francis James Hick.

Hamilton Federated Bobby Calf Pools Committee

Dennis Laight Brett,
Francis Joseph de la Rue,
Wilfred Archer Bridgman,
Albert Edward Riddington,
Robert Edward Harris,
Christopher Charles Perkins,
William Aikin,
James Murray Seath,
Alfred Dennis Flavell,
Lester Wilfred Masters,
Seth David Silcock,
Hardy Lee Sweetman,
Peter Miller Nicol,
Geoffrey Leslie Kelk,
Norman Armstrong, and
Samuel Stephens.