

Defence Rifle Club accepted.

Department of Defence,
Wellington, 21st October, 1931.

HIS Excellency the Governor-General has been pleased to accept the services of the undermentioned Defence Rifle Club, under section 43, Defence Act, 1909:—

Y.M.C.A. Hydro Defence Rifle Club, with headquarters at Waitaki Hydro, North Otago. Dated 20th August, 1931.

JOHN G. COBBE, Minister of Defence.

Notification of Approval of Rules, Auckland Acclimatization Society.

Department of Internal Affairs,
Wellington, 29th October, 1931.

PURSUANT to the provisions of section 25 of the Animals Protection and Game Act, 1921-22, I hereby notify that copies of the rules made by the Auckland Acclimatization Society on the 10th September, 1931, have been forwarded to me, and were approved on the 22nd day of October, 1931.

ADAM HAMILTON,
Minister of Internal Affairs.

(L.A. 25/55/23.)

ARTICLES OF AGREEMENT made the 27th day of October, 1931, between HIS MAJESTY THE KING, acting through THE HONOURABLE THE MINISTER OF TRANSPORT, of the one part, and the several companies and corporate bodies carrying on in New Zealand the business of accident insurers by or on behalf of which these presents are executed, of the other part.

WHEREAS it is expedient to make arrangements in connection with claims in respect of death or bodily injury caused by the use in New Zealand of motor-vehicles that cannot be identified:

Now, therefore, it is hereby agreed between the parties hereto as follows:—

(1) Where any person (hereinafter called "the claimant") alleges—

(a) That a person unknown would, if ascertainable, be under a legal liability to him on account of the death of any person or of bodily injury to any person, and that such death or bodily injury was sustained or caused by or through or in connection with the use of a motor-vehicle in New Zealand; and

(b) That it is impossible to identify such motor-vehicle; and

(c) That such legal liability arose when registration-plates were attached to such motor-vehicle in manner for the time being prescribed by law; and

(d) That such registration-plates were issued in respect of a period during which such legal liability arose; then the underwriters who are parties hereto (hereinafter severally and collectively called "the underwriters") agree that the matter shall be dealt with in accordance with the provisions hereinafter set out.

(2) The claimant shall, within seven days of the date of the accident, transmit by registered post, and addressed to the Commissioner of Transport at Wellington, a statement in writing signed by him or his solicitor, or some other person on his behalf.

(3) In special circumstances the Minister of Transport may extend the period of seven days prescribed by clause (2) hereof for such times as he may think equitable, but so that in no case shall the period within which the statement is to be transmitted to the Commissioner exceed fourteen days from the date of the accident.

(4) Such statement shall set forth full particulars of the circumstances upon which the claimant relies to show that his claim is one that should be dealt with under the provisions hereof, including such particulars of time, place, names and addresses of persons, and other circumstances as will suffice to inform the underwriters of the particular grounds of legal liability alleged, such as the particular respects in which the claimant alleges that the person in charge of the motor-vehicle was negligent, and also setting forth the amount and full details of his claim.

(5) Where the claim is made on account of the death of any person the statement shall also contain full particulars of the person or persons for whom and on whose behalf the claim is made.

(6) In every case such statement shall contain an undertaking that the claimant and the other persons (if any) for whom and on whose behalf the claim is made—

(a) Will accept the award of the arbitrators hereinafter referred to and the amount (if any) payable under such award in full satisfaction and discharge of all

existing or subsequent claims or demands on the part of such claimant and other persons (if any) in respect of or arising out of the accident mentioned in such statement against the driver of and the owner of such motor-vehicle, and against any other person who may be liable in respect of the accident, and whether the identity of such driver, owner, or other person is known or not; and

(b) Will, upon the publication of the said award and the payment of the amount (if any) payable thereunder, execute an agreement with the Commissioner of Transport as provided by clause (19) hereof.

(7) The Commissioner shall forthwith send a copy of the statement to the State Fire Insurance General Manager on behalf of the underwriters, and the claim shall thereupon be referred to arbitration in accordance with the provisions hereinafter set out. The reference shall be to three arbitrators who, after the receipt from the Commissioner by the said General Manager on behalf of the underwriters of the statement referred to in clause (2) hereof, shall be appointed in the manner hereinafter provided before any step is taken in the reference.

(8) One arbitrator shall be appointed by the claimant; one arbitrator shall be appointed for the underwriters in the manner hereinafter provided; and the third arbitrator shall be a Stipendiary Magistrate who shall be appointed by the Minister of Transport. If the three arbitrators cannot all agree, an award made by any two of them shall be sufficient. The reference to the arbitrators shall be deemed to be a submission within the meaning of the Arbitration Act, 1908, and the provisions of that Act shall, so far as applicable, apply to the arbitration and all proceedings thereunder. For the purpose of giving or receiving any notice or taking any steps in the arbitration proceedings, the parties shall respectively be deemed to be the claimant and the committee hereinafter referred to.

(9) If either party shall refuse or neglect to appoint an arbitrator within twenty-eight days after the other party shall have appointed an arbitrator, and served a written notice upon such first-named party requiring him to appoint an arbitrator, then, upon such failure, the party making the request and having himself appointed an arbitrator, may appoint another arbitrator to act on behalf of the party so failing to appoint, and the arbitrator so appointed may proceed and act in all respects as if he had been appointed by the person so failing to make such appointment.

(10) The arbitrator to be appointed for the underwriters shall be appointed by a committee of four persons, of which committee one member shall be appointed by the Council of Fire and Accident Underwriters' Associations of New Zealand, one member by the State Fire Insurance General Manager, one member by Bennie S. Cohen and Son (N.Z.), Limited, and one member by the New Zealand Medical Assurance Society, the North Island Motor Union Mutual Insurance Company, the South Island Motor Union Mutual Insurance Association, and the Wairarapa Automobile Association Mutual Insurance Company.

(11) The appointments of members of the said Committee shall be made from time to time by notice in writing to the Minister of Transport, and every person so appointed shall continue a member until the appointment of a person to supersede him has been made as hereby provided, and the declaration of the Minister as to the validity or regularity of any appointment shall be final and conclusive. In the case of a member to be appointed by the said council, the instrument of appointment shall be executed by the chairman or vice-chairman thereof. In the case of the fourth member, the managers or secretaries of the bodies charged with his appointment shall from time to time, when required by the Minister so to do, submit to the Minister the name of any person whose appointment is desired, and in the event of more than one name being so submitted the Minister shall select and appoint one of the persons whose names are so submitted.

(12) The arbitrators shall first determine whether the claimant has proved to their satisfaction all the matters referred to in clause (1) hereof and has complied with all the provisions contained in clauses (2) to (6) hereof inclusive, so far as applicable, and if they determine that he has proved all such matters to their satisfaction, and has complied with all such provisions, they shall then determine as being their award under the reference the amount (if any) for which the owner of the vehicle would (if the vehicle were identifiable) be legally liable to the claimant, provided that no greater amount shall be awarded than would be the measure of the legal liability of such owner if the vehicle were identifiable.

(13) It is an express term and condition of all proceedings pursuant to the provisions hereof and of every reference to arbitration as aforesaid—

(a) That no award shall be made in favour of the claimant unless the claimant first proves to the satisfaction of the arbitrators all the matters referred to in clause (1)