

hereof, and that he has complied with the provisions of clauses (2) to (6) hereof inclusive, so far as applicable; and failing such proof as aforesaid the arbitrators shall have no power or jurisdiction to make an award in favour of the claimant;

(b) That all such defences may be set up to the claim as would be available in an action in a Court of law against the driver, the owner, or any other person alleged to be liable in respect of the accident.

(14) It is an express term and condition of all proceedings pursuant to the provisions hereof, and of every reference to arbitration as aforesaid, that no award shall be made in favour of the claimant in respect of any claim against which an insurance company would not be liable to indemnify the owner of the vehicle under the Motor-vehicles Insurance (Third-party Risks) Act, 1928, and any amendments thereof, if the vehicle were identifiable, and the arbitrators shall have no power or jurisdiction to make an award in favour of the claimant in any such case.

(15) Where the claim is made in respect of the death of any person, the amount (if any) that is awarded shall be divided among such persons in such shares as the arbitrators shall by their award determine, and where any such person is an infant the arbitrators shall by their award direct that the share of such infant shall be paid by the Commissioner to such person or corporation as they shall by their award appoint, and that such share shall be held by such person or corporation upon such trusts as they shall by their award define and declare.

(16) Notwithstanding anything herein contained, the arbitrators shall have no power or jurisdiction to make an award for an amount exceeding £1,000 (inclusive of any sum that the arbitrators may award in respect of party-and-party costs) in respect of bodily injury to or the death of any one person.

(17) If within the time limited by clauses (2) and (3) hereof more than one claim is made arising out of the same accident or disaster, and the total amount of the awards (including party-and-party costs) in respect of all such claims exceeds the sum of £5,000, then there shall be payable in respect of each such award only an amount bearing the same proportion to the amount awarded as the sum of £5,000 bears to the total amount of such awards, to the intent that, without prejudice to anything contained in clause (16), the total liability of the underwriters in respect of the aggregate of all the claims arising out of any one accident or disaster shall not exceed in any event the sum of £5,000 (including party-and-party costs).

(18) If within the time limited by clauses (2) and (3) hereof more than one claim is made arising out of the same accident or disaster by or on behalf of persons who are relatives of each other, within the meaning of the definition of the term "relative" contained in section 2 of the Workers Compensation Act, 1922, then, whether or not such claims relate to the death of or to bodily injury to more than one person, if the total amount of the awards (including party-and-party costs) in respect of all such claims exceeds the sum of £1,000, there shall be payable in respect of each such award only an amount bearing the same proportion to the amount awarded as the sum of £1,000 bears to the total amount of such awards, to the intent that, without prejudice to anything contained in clauses (16) and (17), the total liability of the underwriters in respect of the aggregate of all the claims made by or on behalf of persons who are relatives of each other as hereinbefore defined arising out of any one accident or disaster, shall not exceed in any event the sum of £1,000 (including party-and-party costs).

(19) After the publication of any award made pursuant to and under the provisions hereof, the claimant and the other persons (if any) for whom and on whose behalf the claim is made shall execute an agreement with the Commissioner as trustee and agent for the underwriters, and for the driver, owner, or other person mentioned in clause (6) hereof, that they and each of them will, if at any time thereafter called on by the Commissioner so to do, execute in favour of the driver, owner, or other person mentioned in clause (6) hereof (and whether the identity of such driver, owner, or other person is then known or not) a release (in such form as may be required by the Commissioner) of all such claims or demands as are referred to in the said clause (6). Where any money is payable by the Commissioner under any such award the Commissioner shall not make any such payment unless he previously obtains such agreement as aforesaid. In cases where no money is payable by the Commissioner under any such award the Commissioner shall require execution of such agreement as soon as possible after the publication of the award.

(20) The total amount (including party-and-party costs) payable under any award made pursuant to and in accordance with the provisions hereof shall be collected by the Commissioner from the underwriters, and thereafter paid

by the Commissioner to the claimant or as the award may direct; but the Commissioner shall be liable to pay as aforesaid only such amount as he actually receives.

(21) Each of the underwriters shall contribute such proportion of such total amount as the amount payable to it under subsection (2) of section 15 of the Motor-vehicles Insurance (Third-party Risks) Act, 1928, for the months of June, July, and August of 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 15 during the three said months. For the purposes of this provision "the year" means a period of twelve months commencing on the first day of June.

(22) Each of the underwriters hereby authorizes the Secretary of the Post Office to give to the Commissioner all such information as the latter may require to enable the Commissioner to access each of the underwriters with the proportion of an award payable by such underwriter pursuant to the last preceding clause hereof.

(23) 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.

(24) 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*.

(25) 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 31st day of May 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.

(26) 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.

(27) 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.

[An agreement, the context of which appears above, has been signed by the Minister of Transport and by those companies and corporate bodies which accept risks under the Motor-vehicles Insurance (Third-party Risks) Act, 1928; and the agreement is, therefore, effective, according to its terms, on and from the date of this *Gazette*.]

J. S. HUNTER, Commissioner of Transport.

Election of Member of Nelson Land Board.

District Lands and Survey Office, Nelson.
I, ALLAN FRANCIS WATERS, Returning Officer for the election of a member of the Nelson Land Board, do hereby notify, in accordance with the provisions of section 47 of the Land Act, 1924, and the regulations made thereunder, that the only person nominated to fill the vacancy occurring on the said Board was—

John O'Regan, Esquire, of Cronadun.

I do therefore hereby declare the said John O'Regan to be duly elected a member of the Nelson Land Board for a term of two years from the 18th day of December, 1931.

Dated at Nelson this 20th day of October, 1931.

A. F. WATERS, Returning Officer.

(L. and S. 22/748/6.)