



SUPPLEMENT

TO THE

NEW ZEALAND GAZETTE

OF

THURSDAY, DECEMBER 16, 1926.

Published by Authority.

WELLINGTON, TUESDAY, DECEMBER 21, 1926.

Regulations under the Motor-omnibus Traffic Act, 1926, relating to the Design, Construction, and Condition of Motor-omnibuses.

CHARLES FERGUSSON, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 20th day of December, 1926.

Present:

THE HONOURABLE W. DOWNIE STEWART PRESIDING IN COUNCIL.

IN pursuance and exercise of the powers conferred on him by section eighteen of the Motor-omnibus Traffic Act, 1926 (hereinafter referred to as "the said Act"), His Excellency the Governor-General of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby make the following regulations.

REGULATIONS.

GENERAL PROVISIONS.

1. THESE regulations may be cited as the Motor-omnibus (Constructional) Regulations, 1926.

2. In these regulations, unless the context otherwise requires,—

"Body" includes all that portion of a motor-omnibus designed to seat the passengers, driver, and conductor (if any), and to protect them from the weather:

"Chassis" includes all that portion of a motor-omnibus, exclusive of the body and body fittings:

"Seat" includes a single seat or a row of seats adjoining one another, whether divided by sides or not:

"Wheel-track" means the distance between the centres of the off-side and near-side wheels of a pair of wheels, and, when a pair of wheels consists of twin wheels on the off-side and twin wheels on the near side, means the distance from the centre of the off-side twin wheels to the centre of the near-side twin wheels:

"Continuous-cross-seat omnibus" means a motor-omnibus which is fitted with seats the greater number of which cross the full width of the body and from which for at least every other row of seats a doorway is provided.

3. Every motor-omnibus licensed under the said Act at any time before the 1st day of August, 1927, shall, after the 31st day of May, 1927, or the date of the license, whichever date is the later, comply with the conditions and requirements contained in Part I of these regulations.

4. Every motor-omnibus first licensed under the said Act after the said 1st day of August, 1927, shall comply with all the conditions and requirements of these regulations (whether contained in Part I or in Part II hereof).

5. (1.) The Minister of Public Works may in special circumstances, and subject to such conditions as he thinks fit to impose, grant exemption in respect of any motor-omnibus from the provisions of any of these regulations.

(2.) Application for such exemption shall in every case be made by the owner (or intending owner) of the omnibus to an Inspecting Engineer of a Motor-omnibus District within which the omnibus is operating or proposes to operate, and shall state fully the grounds on which exemption is sought. The application shall state the name of the maker or makers of the omnibus, the chassis number, the engine number, the seating-capacity, the registration number under the Motor-vehicles Act, 1924, and any further particulars that the Inspecting Engineer may require.

(3.) On receipt of an application for exemption, the Inspecting Engineer shall consider the same, and, if in his opinion it is frivolous or is based on trivial grounds, he may dismiss it without reference to the Minister.

(4.) The financial circumstances of the owner shall not be a ground for application for exemption under this regulation.

6. Every person who, for the purposes of these regulations, makes any statement or supplies any information that is false or misleading in any material particular, or who otherwise than in accordance with an order of exemption made under clause 5 hereof, uses for the purposes of a motor-omnibus service any motor-omnibus that does not comply with the provisions or requirements of these regulations, shall be liable to a fine of £10.

PART I.

Regulations applicable to all Licensed Motor-omnibuses.

Doorways.

7. (1.) There shall be fitted to each omnibus at least two doorways, one of which shall be situated at least 7 ft. distant from and, if not at the extreme rear of the omnibus, on the opposite side of the omnibus to the other doorway or the most remote one of any other doorways.

(2.) One of the doorways need not be used save in cases of emergency, and, if intended for use only in such cases, shall be fitted with a door (hereinafter referred to as the "emergency door") kept securely latched until it is required to be used. The device for opening the emergency door shall be attached to the door-frame and, if a removable key, shall be permanently attached to the door by a chain fastened within 18 in. of the key-hole. The key-hole shall be situated not higher than 4 ft. from the floor. In omnibuses fitted with an emergency door a conspicuous notice directing attention to the emergency door, and clearly indicating the means for opening it, shall be displayed inside the omnibus, towards the front thereof. Every emergency door shall be kept free of all obstruction outside the omnibus.

(3.) A passage-way to the doorway or doorways in general use shall at all times be kept free and unobstructed, and if a passenger-seat is in the way of an emergency door the seat shall be readily removable in case of emergency.

(4.) At least once a week every door in the omnibus shall be opened and closed, and any locks and other parts thoroughly tested to ensure that the doors and locks (if any) are maintained in good working-order.

(5.) Every doorway shall be provided with a suitable non-slip tread-plate.

(6.) More than one emergency door may be provided in an omnibus, in which case the foregoing provisions shall apply to all such emergency doors.

(7.) A ready means of exit from the omnibus shall be at all times available for the driver.

Driver's Protection.

8. (1.) There shall be no passenger-seat alongside the driver's seat or with its centre nearer than 3 ft. to the steering-wheel rim or to any change-gear or brake-lever, unless the passenger-seat is divided from the driver's seat by a permanent and transparent partition.

(2.) The driver's seat shall be so situated that he can readily give prominent arm or mechanical signals for traffic purposes. Not less than 18 in. of space on each side of the centre of the steering-wheel from the driver's shoulders to the floor shall be allowed for the driver, but portion of such space may be included in the passage-way provided for by subclause (3) of the last preceding clause.

(3.) There shall be no avoidable obstruction of any nature whatsoever on the omnibus which may interfere with the driver's near or distant vision, whether in front or to the right or left. No passenger or person shall at any time be allowed to be in such a position on the omnibus that he interferes with the driver's vision as aforesaid. Efficient means must be adopted to prevent interference with the driver's vision through the front wind-screen by rain or the rays of the sun or otherwise howsoever.

(4.) A mirror or mirrors shall be provided so that the driver may have a view of the interior of the omnibus, and so also that he may observe traffic on the right and rear of the omnibus.

Liquid Fuel.

9. (1.) Not more than forty-six Imperial gallons of liquid fuel shall be carried on any one omnibus at one time, save with the consent of the Inspecting Engineer, to be given only in special circumstances and for temporary purposes. No liquid fuel shall be carried otherwise than in the permanent carrying-tanks.

(2.) The said tanks shall be properly constructed of durable material and shall be of ample strength for the purpose which

they serve. They shall be so placed that any overflow shall not fall upon woodwork or be allowed to accumulate on the omnibus and the filling inlet for the fuel must be brought without a joint to the outside of the body of the omnibus, and be placed as far as convenient, from a constructional point of view, from any doorway or exhaust piping, being not less in any case than 2 ft. therefrom.

(3.) An aperture for the purpose of ascertaining the quantity of liquid fuel may be provided in that portion of the tank which is within the body of the omnibus. Such aperture shall be fitted with a securely screwed-in bushing, with a hole not exceeding 1 in. in diameter in the middle thereof, through which a metal depth rod shall pass. Such rod shall be permanently and rigidly attached at its upper end to a metal screw-on cap which itself shall properly and securely close the said aperture, except for any necessary air vent, while at the lower end of the rod there shall be provided a permanent stopper which will not pass through the said hole in the bushing, but will pass the tank aperture when the bushing is removed therefrom. The bushing shall not be removed save with the express approval of the Inspecting Engineer. The said aperture must be so situated that it will at all times, when the motor-omnibus is in use, be at a higher level than the filling-inlet.

(4.) The filling-inlet must be provided with a cap, which shall be tightly fitted in position immediately after the fuel has been supplied to the tank.

(5.) At the junction of each liquid-fuel supply-pipe and the tank there shall be a shut-off cock, readily accessible to the driver, for the purpose of turning off the supply of fuel from the tank.

(6.) No liquid fuel shall be supplied to the omnibus while the engine is running.

Brakes.

10. (1.) Every omnibus shall be fitted with at least two efficient independent brakes, one at least of which shall be operated by a pedal and each shall be capable of stopping the omnibus from progressing in a forward or rearward direction under all conditions of its service. For the purposes of this clause brakes shall not be deemed to be independent if operated by the same connections or levers, or if they act upon the same brake-drums.

(2.) Any brake which simultaneously applies the braking-pressure on two wheels or drums with a common axis shall be so designed or so fitted with a compensating device that the braking effect is approximately the same on each road wheel. At least one brake with a compensating device, and exerting braking-pressure directly upon one pair of road-wheels (one on the off and the other on the near side), shall be fitted to each omnibus.

(3.) For the purpose of testing the brakes the omnibus shall be presented either loaded or unloaded, as may be required by the Inspecting Engineer.

Alterations in Omnibus or Route.

11. (1.) If the owner of an omnibus desires to carry passengers in that omnibus over any route different in whole or in part from that route on which the omnibus was used at the time of its last inspection by the Inspecting Engineer, the written approval of the Inspecting Engineer shall first be obtained.

(2.) No alteration shall be made in the design or construction of the omnibus otherwise than for fair maintenance requirements, nor shall any bulky equipment or fittings be added without the prior written approval of the Inspecting Engineer. Any such alterations or any substantial replacements made to an omnibus after the 31st day of May, 1927, shall comply so far as is considered reasonable by the Inspecting Engineer with any relative requirements of these regulations, whether contained in Part I or in Part II hereof.

(3.) On the presentation to the Inspecting Engineer of a motor-omnibus for inspection, a certificate signed by the owner shall be given with respect to any alterations made or proposed to be made in the route since the last inspection, and also with respect to any alterations in the brake mechanism or gear ratio, (including particulars as to the size and nature of tires) and in the general condition of the omnibus. If no such alterations have been made, a certificate to that effect shall be given.

Fire-extinguishers.

12. (1.) Every omnibus shall be provided with at least two suitable appliances for extinguishing fire. Such appliances must be either of the tetra-chloride type or some other type approved by the Fire Underwriters' Association as suitable for motor-vehicle service, and must at all times be effectively maintained, and must be carried one near the front doorway, placed so as to be readily accessible from both inside and outside of the vehicle, and one in a readily accessible position at the rear end of and inside the omnibus.

(2.) The fire-extinguishers must not be allowed to inconvenience passengers, either by reason of their condition or position.

Signals.

13. There shall be available from each seat a ready and suitable means of signalling to the driver and to the conductor (if any).

Reflector.

14. A suitable red reflector shall be fitted to every omnibus in the proximity of the rear light as an extra protection in the event of the failure of the said rear light.

Fume, &c., Protection.

15. The omnibus must be so constructed and maintained that smells or fumes from the exhaust-pipe or other sources, or the heat from the motor, exhaust-pipe, or generator shall not injuriously affect any part of the omnibus, or injuriously affect or interfere with the comfort of the passengers or driver.

Destination Sign.

16. On the front of the omnibus, not lower than 4 ft. from the ground, and above the driver's normal line of vision, words to indicate the destination and also, at a reasonable height on both sides thereof, the destination and general route of the omnibus shall at all times be kept so as to be clearly visible to persons of normal sight at a distance of seventy-five yards. At all times while the omnibus is by law required to be lighted a front indicator containing the information aforesaid shall be clearly illuminated.

Tires.

17. Each tire of an omnibus shall be made of soft or elastic material such as rubber, and must be of good quality throughout, and shall always be maintained in a safe and satisfactory condition and with the view of minimizing vibration.

Electric Wires.

18. Wires conducting electric current must be properly insulated, and be protected from injury, and shall be so placed as to minimize the risk of danger from short-circuits or other causes.

Oil Protection.

19. The exhaust-pipe must not be placed where oil or any inflammable or vaporizable material is likely to be dropped upon it. The dropping of grease and oil upon the roadway shall be reduced to a minimum.

Accumulation of Benzine, &c.

20. When a guard, tray, or undershield is fixed beneath the engine, carburetter, or fuel-tank it must be so constructed that any overflow of liquid-fuel is not retained thereon.

Steering.

21. Steering-gear and all connections thereof must be of ample strength, and their design and leverage must be such as to give convenient and sensitive control.

Protection of other Traffic.

22. Every omnibus shall be so constructed that it is able to turn any corner on its route without the need for using the reverse gear, and without unduly interfering with other traffic.

Protection from Vibration.

23. All brake and steering connections and all parts connected by bolts or by studs and nuts which are subject to severe vibration must be fastened by lock-nuts, castellated nuts with pins, or by nuts with approved spring washers or lock-nut washers.

Protection from Breakage.

24. On every omnibus there shall be provided to the satisfaction of the Inspecting Engineer an effective and sufficient means of control to retract the field of swing of the driving-shaft in the event of breakage of either the driving-shaft or the gear-box.

Protection from Chains, &c.

25. Driving-chains and sprockets fitted to any omnibus must be protected by suitable guards.

Spare Wheel, &c.

26. Every omnibus must be provided with a spare properly equipped wheel, or with a spare rim and tire, ready for service.

Luggage, &c.

27. Reasonable provision must be made for the carriage on the omnibus of passengers' parcels or other belongings.

Tools.

28. A tool-box shall be carried containing sufficient and suitable tools and renewable parts to meet all reasonable road needs.

Towing.

29. No omnibus shall be used for the carriage of passengers when, owing to accident or breakdown, it is in such condition that it is required to be towed by another vehicle.

Motor-vehicles Act Requirements.

30. No omnibus shall be considered to be in a suitable condition for the carriage of passengers unless all the requirements of the Motor-vehicles Act, 1924, and any regulations for the time being in force thereunder in so far as they affect the omnibus, have been fulfilled.

Inspection.

31. For whatever purpose the omnibus is presented to the Inspecting Engineer for inspection it must on each such occasion be presented in a thoroughly clean condition in all parts.

PART II.

Special Regulations applicable only to Motor-omnibuses first licensed after 1st August, 1927.

Doorways.

32. (1.) Every doorway shall give at least 22 in. clear opening width from the floor or step as the case may be, and shall, in the case of doorways generally in use, be at least 6 ft. in height: Provided that in the case of emergency doors, or the doors of a continuous-cross-seat omnibus, the height of the opening as aforesaid may be not less than 5 ft. 6 in.

(2.) The doorway or doorways generally in use shall be on the near side of the omnibus.

Seats.

33. (1.) Every seat must provide for each passenger at least 16 in. in width, measured in a straight line along the front edge of the seat, and not less than 14 in. in depth from the said front edge horizontally to the back of the seat. The distance from the floor covering to the top of the seat must be not less than 17 in. For the purposes of this clause, any cushion or other covering shall be deemed part of the seat, and for computing the height of a seat, the cushion shall be uncompressed.

(2.) No seat may be so situated that when occupied it will be likely to cause obstruction in the ordinary entrance and exit of passengers.

(3.) When cushions are provided for seats they must be covered with leather or other material of good class and quality.

(4.) Every seat must be so constructed and placed that each passenger shall have at least 9 in. clear space forward from the edge of the seat, and also from the vertical plane of the said edge. The said space shall be exclusive of the like space reserved as aforesaid for any other passenger who may occupy the seat facing and opposite thereto, and, except in the case of a continuous-cross-seat omnibus, shall also be exclusive of the passageway referred to in the next succeeding regulation.

(5.) Every seat must be provided with a back and be kept fit, comfortable, and convenient for use.

Passageways.

34. From each doorway of the omnibus (other than an emergency door or emergency doors) to each row of seats or to within 5 ft. of any separate seat there shall be a passageway not less than 15 in. in width, and free throughout from structural projections or obstructions. In the case of a continuous-cross-seat omnibus the said passageway must be along the full length of the rows of seats.

Dimensions.

35. (1.) Above the exposed floor area, and for a distance of 8 in. on each side of the longitudinal centre-line of the body of the omnibus, the height from the top of the floor-covering to the roof or extension thereof shall not be less than 6 ft., clear of obstruction and exclusive of projections of any kind, including lighting fittings.

(2.) The maximum width of each omnibus (including projections of any kind, temporary or otherwise) shall not exceed 8 ft., and no part of the omnibus or of its equipment or load shall be more than 4 ft. from the centre-line of the wheel-track.

(3.) The maximum length of an omnibus, including fittings, attachments, and load, shall be 28 ft.

(4.) The body of any omnibus shall not overhang its rear wheel-track by more than 1 ft. 3 in. on either side.

(5.) The wheel-track of the steering-wheels shall be greater than that of any other pair of wheels on the omnibus.

(6.) The wheel-base shall in all cases be so proportioned that skidding, pitching, swaying, or other improper movements shall be avoided as far as possible.

(7.) The length by which the body overhangs the axis of the rear-wheels of an omnibus herein referred to as "the overhang," shall not exceed two-fifths of the total length of the wheel-base, provided that in no case shall the overhang exceed 6 ft.

(8.) For the purpose of this regulation wheel-base means the distance from the middle point of the line of axis of the foremost pair of wheels on an omnibus to the middle point of the line of axis of the rear-most pair of wheels: Provided that, in the case of those omnibuses fitted with two rear axles (and their relative wheels) placed as close as possible one behind the other, the rear commencing-point of measurement of the wheel-base and the overhang shall be taken from the middle point of a line drawn from one rear-wheel axis to the other.

Body.

36. (1.) Every motor-omnibus shall be fitted with a permanent body made of wood, steel, or other similar durable material approved by the Inspecting Engineer. The body shall be of good and robust design, shall be made of first-class materials, with first-class workmanship and finish, shall be designed to give full protection to passengers in any weather, and shall be permanently attached to the chassis.

(2.) The sides and roof of the body shall be non-collapsible.

(3.) Celluloid or other highly inflammable materials must not be used in the construction or fittings of the body.

(4.) Fittings must not have sharp corners or edges or extend in such a way as to render them likely to be a cause of injury to passengers or to their clothing.

(5.) Effective means must be taken to prevent, during service, any unnecessary rattle of windows or doors or other noises caused by movement of the body-frame.

(6.) Sufficient hand-rails, hand-straps or hand-grips must be provided for the convenience and safety of passengers when standing in or moving along passageways.

(7.) Every omnibus shall be fitted with glass side-windows of which one-half the total number shall be capable of being readily opened and closed. All window-openings shall be guarded for a distance of 4 ft. 6 in. from the floor with bars or netting, or by other means, so that a spherical body 5 in. in diameter cannot be passed through any opening within the said distance.

(8.) The omnibus must be so constructed that sufficient ventilation is provided by means other than the ordinary windows. Special ventilating-windows may be fitted, provided that, if accessible to passengers, they shall comply with the provisions of the last preceding subclause relating to guards, and provided also, that suitable provision is made for regulating the opening so that unnecessary drafts may be avoided.

Lighting.

37. (1.) While carrying passengers at any time when by law the omnibus is required to be lighted the interior shall, subject to the provisions hereinafter set out, be illuminated with electric light on the basis of a minimum of five candlepower to each five seats. When, owing to requirements of safety or paucity of passengers, or other proper circumstances, it would temporarily not be reasonable to meet the foregoing requirements, all or any of the internal lights, save that referred to in subclause (5) hereof may be switched off by the driver.

(2.) The lights shall be so distributed that the doorways and steps shall be clearly illuminated while in use, and so that light is well distributed throughout the interior of the omnibus.

(3.) No single light shall be less than eight candlepower.

(4.) Lamp-fittings shall be of a substantial nature, so that passengers will be protected as far as possible from breakages.

(5.) The lights must be so placed within the body of the omnibus, or must be so controllable by switches, or so guarded by shields or non-reflectors that the driver shall not be hampered by light direct or reflected from the internal lights. Independent circuits shall be provided so that, during lighting hours and while the omnibus is on service, at least one of the interior lights shall remain alight.

Steps.

38. (1.) Steps for the assistance of passengers in entering and alighting from the omnibus must be placed at all outside doorways (except emergency doors) which do not reach within 16 in. of the surface of a level roadway. Steps must be safe and convenient, and sufficient means must be provided by grip-handles to assist passengers using them.

(2.) The distance of the lowest step above the surface of a level roadway must be not more than 16 in. with the omnibus unloaded or less than 10 in. with the omnibus loaded, and the rise between one step and the next shall not be greater than 12 in. The treading-surface of any step must not be less than 8 in. from front to rear. Every step shall be provided and maintained with a suitable covering or tread-plate to prevent slipping, and must be of the one continuous level for its full width.

Miscellaneous Fittings.

39. (1.) An efficient deep-toned warning instrument shall be attached to each omnibus within comfortable reach of the driver's seat.

(2.) Buffers of a cushioning type to ameliorate injuries to the omnibus or passengers in the event of collision must be provided along the front of every omnibus.

(3.) The omnibus must be so constructed, or side guards or other approved appliances must be fitted, so that, save for any necessary steering-clearance, persons are protected from falling under the vehicle from the sides.

(4.) Mechanical devices, approved by the Inspecting Engineer and efficient by day and by night, must be provided on every omnibus to indicate to road users and controllers of traffic when the omnibus is about to turn to the right or left, and to warn vehicles in the rear when the omnibus is about to stop.

General Chassis Requirements.

40. (1.) The springs shall be of ample strength and shall be so designed, constructed, and secured that when the omnibus is travelling either fully or partially loaded it shall afford reasonable comfort to passengers under average conditions of its service and route.

(2.) The wheels must not be so heavy or so equipped that more than reasonable strain is placed upon the steering-gear.

(3.) For the protection of pedestrians from front collision every omnibus shall either be provided with a front protective guard, approved as being sufficient and satisfactory by the Inspecting Engineer, or the omnibus must have a clearance for the full length of the vehicle, and, for a width corresponding to the transverse distance between the tires, of at least 10 in. vertically from a level roadway to the nearest part of the chassis when the omnibus is fully loaded. Where the latter alternative is adopted protective rails or other approved devices must be provided to prevent the rear wheels from running over any person who may be prone and underneath the omnibus.

(4.) When ball and socket joints of steering-connections are used the longitudinal or transverse rods, as the case may be, must be carried upon and above the ball.

Plans and Specifications.

41. Before any new omnibus is licensed the Inspecting Engineer shall be supplied before inspection (and preferably before construction) with the makers' specifications and other data, covering the design, strength and weight of the chassis, gear ratios, revolutions of engine when running at normal speed, and, when possible, steering-mechanism ratios. Similarly, plans drawn to scale and specifications shall be supplied showing all important dimensions and covering the design, strength, and quality of materials for the body and fittings.

J W. BLACK,

Acting Clerk of the Executive Council.

(P.W. 26/5/14.)

Approving the Provisions of Insurance Policies issued in Terms of the Motor-omnibus Traffic Act, 1926.

CHARLES FERGUSSON, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 20th day of December, 1926.

Present :

THE HONOURABLE W. DOWNIE STEWART PRESIDING IN COUNCIL.

IN pursuance and exercise of the powers conferred on him by section thirteen of the Motor-omnibus Traffic Act, 1926, His Excellency the Governor-General of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby approve for the purposes of the said Act of the provisions of the forms of insurance policies as set out in the Schedule hereto.

SCHEDULE.

General Indemnity.]

MOTOR-OMNIBUS POLICY.

Against Risks required to be Insured under the Motor-omnibus Traffic Act, 1926, and the Motor-omnibus (Licensing) Regulations, 1926.

WHEREAS (hereinafter called the Insured) has by the proposal and declaration which are the basis of this contract applied to the Company (hereinafter called the Company) to issue a policy of indemnity against the liability of the Insured for compensation or damages in respect of the death of or bodily injury to any person or for damage to the property of such person as is hereinafter specified such liability arising in the course of the Motor-omnibus Service conducted by the Insured over the route and between the termini mentioned in the second column of the Schedule hereto and which liability is required to be insured under the provisions of the Motor-omnibus Traffic Act, 1926, and in accordance with the provisions of Regulation No. 23 (1) Subsection (a) of the above-mentioned Regulations and has paid to the Company the sum of £ by way of premium in respect of such indemnity for the period mentioned in the first column of the Schedule hereto (hereinafter called the first period of insurance) and the Company has agreed to issue a policy to the Insured on the terms hereinafter appearing: Now these presents witness and it is hereby agreed between the Company and the Insured as follows:—

1. The Company will subject to the limitations provisions and conditions contained in or endorsed on this policy pay to the Insured all such sums of money as the Insured shall during the first period of insurance or during any term for which this policy may be renewed under the conditions endorsed hereon have paid or become liable to pay to any person or persons whomsoever for compensation or damages (including party and party costs) in respect of the death of or bodily injury to any person or for damage to the property of any person which compensation or damages including such costs shall be legally recovered or recoverable against the Insured and which liability arises out of the actual operation of any of the motor-omnibuses described in the Schedule hereto it being hereby declared that the word "operation" in this policy shall mean the use or driving on any road or street of any motor-omnibus for the purpose of carrying passengers for hire remuneration or reward while such motor-omnibus shall be employed in the Motor-omnibus Service between the termini mentioned in the second column of the said Schedule hereto And provided that the Company shall only be liable in respect of any accident act or happening giving rise to any claim for such compensation or damages if at the time of such accident act or happening the motor-omnibus or motor-omnibuses in respect of or arising out of the operation of which such accident act or happening takes place is or are being so used or driven as aforesaid Provided that the liability of the Company under this policy shall be limited to the sum of £20,000 in respect of any such damages or compensation which shall occur or arise in the course of the said motor-omnibus service And provided that the liability of the Company under this policy shall only apply in respect of any motor-omnibus while it is actually being operated as a motor-omnibus within the meaning given to the term "motor-omnibus" by the above-mentioned Act.

2. The liability of the Company in respect of any claim or claims whether arising out of the death of or of bodily injury to any one person and damage to the property of that person or in respect of either of such claims shall not exceed the sum of £2,000.
3. The liability of the Company under this policy in respect of goods carried in any motor-omnibus shall be limited to claims in respect of which the Insured may be liable otherwise than solely as a common carrier of goods.
4. This policy does not extend to any liability of the Insured in respect of the death of or injury to any person in the employment or service of the Insured or injury to the property of any such person.
5. The Company shall be entitled to every right of indemnity or other right of the Insured and to be subrogated to the Insured's position in respect thereof whether such right arises under or by virtue of any Statute or any doctrine of law or equity or otherwise howsoever. The Company shall be entitled to use the name of the Insured in any action or proceeding in relation to any such right.
6. The Insured shall not without the consent in writing of the Company make any payment settlement or arrangement in respect of any claim or make any admission of liability in respect of any claim or allow any action or other proceeding to go undefended, or judgment to go by default or confess judgment in any such action or proceeding; and if the Insured commits any breach of this condition any remedy that he would otherwise have under this policy shall be barred and determined.
7. In the event of any accident or other act or happening giving rise to any claim or claims as an indemnity in respect of which this policy is issued of an aggregate amount exceeding £250 in respect of the operation of any one of the motor-omnibuses mentioned in the Schedule hereto in the said Motor-omnibus Service the maximum amount for which the Company was liable on the issue of this policy or any renewal thereof shall be reinstated for the balance of the term of this policy or such renewal period on payment of a premium the amount of which shall be calculated in the proportion that the amount by which this policy has been reduced bears to the said original amount for the unexpired period of this policy, or of such renewal. In the event of the aggregate amount of any such claim or claims not exceeding £250 the said maximum amount for which the Company was liable on the issue of this policy or of such renewal shall be reinstated without any additional premium.

In witness whereof, this day of , in the year one thousand nine hundred and

Examined

Schedule.

First Period of Insurance.		Points of Commencement and Destination of Service.	Make of Omnibus.	Licensed Seating capacity.	Registration No.	Owner's Fleet No.	No. of Maker of Omnibus.	No. of Engine.
From	To							

Conditions.

1. This policy is issued on the express condition that the written and printed statements made to the Company by or on behalf of the Insured in the proposal for this policy are true in all respects and that the same shall be the basis of the contract between the Insured and the Company. If the said statements are untrue in any respect or if any material fact affecting the nature of the risk is omitted therefrom or if this policy or any renewal thereof is obtained through any misrepresentation suppression or untrue averment whatsoever

or if any statement or declaration made in support of any claim there is any untruth or suppression by or on behalf of the Insured then this policy shall be void and any premiums paid in respect thereof shall be forfeited to the Company.

2. The insurance effected by this policy may be renewed from time to time for periods to be agreed upon between the Company and the Insured by payment to the Company and acceptance by it of a renewal premium of an amount to be agreed upon between the Company and the Insured, but the Company shall not be bound to accept any renewal premium or agree to any renewal of the said insurance.

3. The renewal premiums on this policy may be paid within seven days after the due date thereof and if not so paid this policy shall cease to be in force. During such seven days the policy shall continue in force unless the Company has previously cancelled the same. Any refusal to receive a renewal premium need not be in writing.

4. The Company shall not be bound to send any notice of any renewal premium coming due.

5. No receipt for renewal premium shall be valid unless in the printed form used by the Company and signed by an officer of the Company duly authorized to sign receipts for premiums.

6. This policy shall be void in respect of any motor-omnibus mentioned in the Schedule hereto—

- (a.) Whilst such motor-omnibus is engaged in racing or pace-making, or reliability, speed, or other trial; or
- (b.) If any interest in such motor-omnibus pass from the Insured otherwise than by will or operation of law.

7. This policy does not cover—

- (a.) Any costs, expenses, or penalty imposed on the Insured otherwise than in civil proceedings nor any sum of money directed by any Stipendiary Magistrate, Justice of the Peace or other judicial authority to be paid by any person convicted of an offence under the Motor-vehicles Act, 1924, or any Act substituted therefor to any person who may have suffered bodily injury or the dependants of any person who may have been killed by reason of the act or default of any person so convicted.

- (b.) Any loss or liability legally incurred by the Insured in respect of loss of life or damage to any person or loss of or damage to property arising out of the operation of any of the said motor-omnibuses mentioned in the Schedule hereto unless at the time of such liability arising any such motor-omnibus is being used or driven on any road or street for the purpose of carrying passengers for hire remuneration or reward in the course of the said Motor-omnibus Service.

8. The Company may undertake the settlement of any claim against the Insured in respect of any liability the risk of which is insured by this policy and may take over and, during such period as it thinks proper, have the conduct and control on behalf of the Insured of any proceedings taken or had to enforce any such claim or for the settlement of any question arising with reference thereto, and may defend or conduct such proceedings in the name of the Insured and on his behalf, and shall, subject to the terms of this policy, indemnify the Insured against all costs and expenses of and incident to any such proceedings incurred while the Company retains the conduct and control thereof. The Insured shall sign all such warrants and authorities as the Company requires for the purpose of enabling the Company to have the conduct and control of any such proceedings. In the event of the Insured refusing to permit the Company to have such conduct and control the Insured shall cease to have any claim against the Company under this policy.

9. Upon the Insured's becoming aware of the occurrence of any accident act or happening the risk of which is insured by this policy notice shall as soon as practicable be given by the Insured to the Company and such notice shall state the date of such accident act or happening and fully describe the circumstances thereof. Such notice must in ordinary circumstances be given within seven days after the occurrence of the accident act or happening but no claim shall be invalidated by reason of the omission to give such notice within the said period provided it is established to the satisfaction of the Company that notice has been given as early as practicable. Further if the Insured receives notice of a claim or of the intention on behalf of any person to make a claim in respect of any matter the risk of which is insured by this policy the Insured shall within three days send to the Company the purport of the notice or a copy thereof if in writing. The Insured shall further as and when required by the Company and with reasonable despatch furnish such other information as the Company requires, and such information shall if required be given upon forms supplied by the Company for the purpose. The Insured shall also in case of a disputed claim or of any question arising upon any claim render to the Company all assistance in the Insured's power to enable the

Company to effectively resist any proceedings to enforce such claim or to act on the Insured's behalf in any proceedings for settling any question so arising. Time shall be deemed to be of the essence of this condition.

10. Subject to the provisions contained in this policy the insurance thereby effected may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short-period rate until the time of such termination. The Company may at any time, by giving notice in writing to the Insured by registered post at the Insured's address as shown in this policy, cancel and determine this policy as and from the date of expiry of such notice, and the Company will in that event refund to the Insured the proportionate part of the premium received for the unexpired period of this policy. Not less than seven days' notice in writing of intention to determine this policy pursuant to this clause shall be given either by the Company or the Insured to the licensing authority appointed under the Motor-omnibus Traffic Act, 1926, for the motor-omnibus district in which the service is carried on.

Separate Indemnity.]

MOTOR-OMNIBUS POLICY.

Against Risks required to be Insured under the Motor-omnibus Traffic Act, 1926, and the Motor-omnibus (Licensing) Regulations, 1926.

WHEREAS (hereinafter called the Insured) has by the proposal and declaration which are the basis of this contract applied to the Company (hereinafter called the Company) to issue a policy of indemnity against the liability of the Insured for compensation or damages in respect of the death of or bodily injury to any person or for damage to the property of such person as is hereinafter specified such liability arising in the course of the Motor-omnibus Service conducted by the Insured over the route and between the termini mentioned in the second column of the Schedule hereto and which liability is required to be insured under the provisions of the Motor-omnibus Traffic Act, 1926, and in accordance with the provisions of Regulation 23 (1) Subsection (b) of the above-mentioned Regulations and has paid to the Company the sum of £ by way of premium in respect of such indemnity for the period mentioned in the first column of the Schedule hereto (hereinafter called the first period of insurance) and the Company has agreed to issue a policy to the Insured on the terms hereinafter appearing: Now these presents witness and it is hereby agreed between the Company and the Insured as follows:—

1. The Company will subject to the limitations provisions and conditions contained in or endorsed on this policy pay to the Insured all such sums of money as the Insured shall during the first period of insurance or during any term for which this policy may be renewed under the conditions endorsed hereon have paid or become liable to pay to any person or persons whomsoever for compensation or damages (including party and party costs) in respect of the death of or bodily injury to any person or for damage to the property of any person which compensation or damages (including such costs shall be legally recovered or recoverable against the Insured and which liability arises out of the actual operation of any of the motor-omnibuses described in the Schedule hereto it being declared that the word "operation" in this policy shall mean the use or driving on any road or street of any motor-omnibus for the purpose of carrying passengers for hire remuneration or reward while such motor-omnibus shall be employed in the Motor-omnibus Service mentioned in the second column of the Schedule hereto And provided that the Company shall only be liable in respect of any accident act or happening giving rise to any claim for such compensation or damages if at the time of such accident act or happening the motor omnibus or omnibuses in respect of or arising out of the operation of which such accident act or happening takes place is or are being so used or driven as aforesaid and then only in respect of each such motor-omnibus to the extent set opposite the description of each such motor-omnibus in the last column of the said Schedule And provided that the liability of the Company under this policy shall only apply in respect of any motor-omnibus while it is actually being operated as a motor-omnibus within the meaning given to the term "motor-omnibus" by the above-mentioned Act.

2. The liability of the Company in respect of any claim or claims whether arising out of the death of or bodily injury to any one person and damage to the property of that person or in respect of either of such claims shall not exceed the sum of £2,000.
3. The total liability of the Company under this policy shall be and is hereby limited in respect of all claims arising out of the same accident or other act or happening and giving rise to more than one claim to the amount set out in the last column of the Schedule hereto against the description of the motor-omnibus in respect of which or arising out of the operation of which such accident or other act or happening occurs or if more than one motor-omnibus mentioned in the said Schedule is involved in the same accident act or happening then to the amounts set out in such Schedule against the description of all such motor-omnibuses so involved.
4. The liability of the Company under this policy in respect of goods carried in any motor-omnibus shall be limited to claims in respect of which the Insured may be liable otherwise than solely as a common carrier of goods.
5. This policy does not extend to any liability of the Insured in respect of the death of or injury to any person in the employment or service of the Insured or injury to the property of any such person.
6. The Company shall be entitled to every right of indemnity or other right of the Insured and to be subrogated to the Insured's position in respect thereof whether such right arises under or by virtue of any Statute or any doctrine of law or equity or otherwise howsoever. The Company shall be entitled to use the name of the Insured in any action or proceeding in relation to any such right.
7. The Insured shall not without the consent in writing of the Company make any payment settlement or arrangement in respect of any claim or make any admission of liability in respect of any claim or allow any action or other proceeding to go undefended, or judgment to go by default or confess judgment in any such action or proceeding; and if the Insured commits any breach of this condition any remedy that he would otherwise have under this policy shall be barred and determined.
8. In the event of any accident or other act or happening giving rise to any claim or claims as an indemnity in respect of which this policy is issued of an aggregate amount exceeding £250 in respect of the operation of any one of the motor-omnibuses mentioned in the Schedule hereto in the said Motor-omnibus Service the maximum amount for which the Company was liable on the issue of this policy or any renewal thereof shall be reinstated in respect of every one of such motor-omnibuses for the balance of the term of this policy or such renewal period on payment of a premium the amount of which shall be calculated in the proportion that the amount by which this policy has been reduced bears to the said original amount for the unexpired period of this policy or of such renewal. In the event of the aggregate amount of any such claim or claims not exceeding £250 the said maximum amount for which the Company was liable on the issue of this policy or of such renewal shall be reinstated without any additional premium.

In witness whereof, _____ this _____ day of _____
 in the year one thousand nine hundred and _____
 Examined

Schedule.

First Period of Insurance. From _____ To _____ at noon. at noon.	Points of Commencement and Destination of Service.	Make of Omnibus.	Licensed Seating-capacity.	Registration No.	Owner's Fleet No.	No. of Maker of Omnibus.	No. of Engine.	Limit of Insurance.

Conditions.

1. This policy is issued on the express condition that the written and printed statements made to the Company by or on behalf of the Insured in the proposal for this policy are true in all respects and that the same shall be the basis of the contract between the Insured and the Company. If the said statements are untrue in any respect or if any material fact affecting the nature of the risk is omitted therefrom or if this policy or any renewal thereof is obtained through any misrepresentation suppression or untrue averment whatsoever or if in any statement or declaration made in support of any claim there is any untruth or suppression by or on behalf of the Insured then this policy shall be void and any premiums paid in respect thereof shall be forfeited to the Company.
2. The insurance effected by this policy may be renewed from time to time for periods to be agreed upon between the Company and the Insured by payment to the Company and acceptance by it of a renewal premium of an amount to be agreed upon between the Company and the Insured, but the Company shall not be bound to accept any renewal premium or agree to any renewal of the said insurance.
3. The renewal premiums on this policy may be paid within seven days after the due date thereof and if not so paid this policy shall cease to be in force. During such seven days the policy shall continue in force unless the Company has previously cancelled the same. Any refusal to receive a renewal premium need not be in writing.
4. The Company shall not be bound to send any notice of any renewal premium coming due.
5. No receipt for renewal premium shall be valid unless in the printed form used by the Company and signed by an officer of the Company duly authorized to sign receipts for premiums.
6. This policy shall be void in respect of any motor-omnibus mentioned in the Schedule hereto—
 - (a.) Whilst such motor-omnibus is engaged in racing or pace-making, or reliability, speed, or other trial; or
 - (b.) If any interest in such motor-omnibus pass from the Insured otherwise than by will or operation of law.
7. This policy does not cover—
 - (a.) Any costs, expenses, or penalty imposed on the Insured otherwise than in civil proceedings nor any sum of money directed by any Stipendiary Magistrate, Justice of the Peace or other judicial authority to be paid by any person convicted of an offence under the Motor-vehicles Act, 1924, or any Act substituted therefor to any person who may have suffered bodily injury or the dependants of any person who may have been killed by reason of the act or default of any person so convicted.
 - (b.) Any loss or liability legally incurred by the Insured in respect of loss of life or damage to any person or loss of or damage to property arising out of the operation of any of the said motor-omnibuses mentioned in the Schedule hereto unless at the time of such liability arising any such motor-omnibus is being used or driven on any road or street for the purpose of carrying passengers for hire remuneration or reward in the course of the said Motor-omnibus Service.
8. The Company may undertake the settlement of any claim against the Insured in respect of any liability the risk of which is insured by this policy and may take over and, during such period as it thinks proper, have the conduct and control on behalf of the Insured of any proceedings taken or had to enforce any such claim or for the settlement of any question arising with reference thereto, and may defend or conduct such proceedings in the name of the Insured and on his behalf, and shall, subject to the terms of this policy, indemnify the Insured against all costs and expenses of and incident to any such proceedings incurred while the Company retains the conduct and control thereof. The Insured shall sign all such warrants and authorities as the Company requires for the purpose of enabling the Company to have the conduct and control of any such proceedings. In the event of the Insured refusing to permit the Company to have such conduct and control the Insured shall cease to have any claim against the Company under this policy.
9. Upon the Insured's becoming aware of the occurrence of any accident act or happening the risk of which is insured by this policy notice shall as soon as practicable be given by the Insured to the Company and such notice shall state the date of such accident act or happening and fully describe the circumstances thereof. Such notice must in ordinary circumstances be given within seven days after the occurrence of the accident act or happening but no claim shall be invalidated by reason of the omission to give such notice within the said period provided it is established to the satisfaction of the Company that notice has been given as early as practicable. Further if the Insured receives notice of a claim or of the intention on behalf of any person to make a claim in respect of any matter the risk of which is insured by this policy the Insured shall within three days send to the Company the purport of the notice or a copy thereof if in writing.

The Insured shall further as and when required by the Company and with reasonable despatch furnish such other information as the Company requires, and such information shall if required be given upon forms supplied by the Company for the purpose. The Insured shall also in case of a disputed claim or of any question arising upon any claim render to the Company all assistance in the Insured's power to enable the Company to effectively resist any proceedings to enforce such claim or to act on the Insured's behalf in any proceedings for settling any question so arising. Time shall be deemed to be of the essence of this condition.

10. Subject to the provisions contained in this policy the insurance thereby effected may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short-period rate until the time of such termination. The Company may at any time, by giving notice in writing to the Insured by registered post at the Insured's address as shown in this policy, cancel and determine this policy as and from the date of expiry of such notice, and the Company will in that event refund to the Insured the proportionate part of the premium received for the unexpired period of this policy. Not less than seven days' notice in writing of intention to determine this policy pursuant to this clause shall be given either by the Company or the Insured to the licensing authority appointed under the Motor-omnibus Traffic Act, 1926, for the motor-omnibus district in which the service is carried on.

J. W. BLACK,
Acting Clerk of the Executive Council.

(P.W. 26/5/2/16.)

Approving Insurance Companies and the State Fire and Accident Insurance Department for the Issue of Insurance Policies in Terms of the Motor-omnibus Traffic Act, 1926.

IN pursuance and exercise of the powers conferred on me by section 13 of the Motor-omnibus Traffic Act, 1926, I, Richard Francis Bollard, for the Minister of Public Works,

do hereby approve of the following insurance companies and of the State Fire and Accident Insurance Department for the purpose of effecting insurance policies relating to motor-omnibuses in terms of the said Act and of the Motor-omnibus (Licensing) Regulations, 1926 :—

Alliance Assurance Company (Limited).
Atlas Assurance Company (Limited).
Australian Provincial Assurance Association (Limited).
British Traders' Insurance Company (Limited).
Commercial Union Assurance Company (Limited).
Eagle Star and British Dominions Insurance Company (Limited).
Farmers' Co-operative Insurance Association (Limited).
General Accident, Fire, and Life Assurance Corporation (Limited).
Guardian Assurance Company (Limited).
Hartford Fire Insurance Company (Limited).
Insurance Office of Australia (Limited).
Mercantile and General Insurance Company (Limited).
New Zealand Insurance Company (Limited).
Norwich and London Accident Insurance Association.
Ocean Accident and Guarantee Corporation (Limited).
Phoenix Assurance Company (Limited).
Prudential Assurance Company (Limited).
Royal Exchange Assurance Corporation.
South British Insurance Company (Limited).
Southern Union General Insurance Company (Limited).
Standard Insurance Company (Limited).
United Insurance Company (Limited).
Victoria Insurance Company (Limited).
Yorkshire Insurance Company (Limited).

Dated at Wellington, this 18th day of December, 1926.

RICHD. F. BOLLARD,

For Minister of Public Works.

(P.W. 26/5/2/16.)

By Authority: W. A. G. SKINNER, Government Printer, Wellington.

Price 6d.]