

THE TERRITORY FOR THE SEAT OF GOVERNMENT.

Regulations under the Motor Traffic Ordinance 1936.

I, JAMES AITCHISON JOHNSTON HUNTER, a Member of the Executive Council, acting for and on behalf of the Minister of State for the Interior, in pursuance of the powers conferred upon me by the *Motor Traffic Ordinance 1936*, hereby make the following Regulations.

Dated this eleventh day of November, 1937.

J. A. J. HUNTER

for Minister of State for the Interior.

AMENDMENT OF MOTOR HIRE CAR REGULATIONS.

Parts.

1. Regulation 4 of the Motor Hire Car Regulations is amended by inserting, after the words "Part 1.—Preliminary" the words "Part 1A.—Insurance".

Definitions.

2. Regulation 5 of the Motor Hire Car Regulations is amended by omitting from the definition of "the Ordinance" the figures "1932" and inserting in their stead the figures "1936".

3. After Part 1. of the Motor Hire Car Regulations the following Part is inserted:—

"PART 1A.—INSURANCE.

Passenger and third party risks.

"5A.—(1.) The owner of a motor vehicle in respect of which a public hire car or a private hire car licence is applied for, shall insure himself and, at all times during the currency of any such licence, keep himself insured in an insurance company approved by the Minister, against all sums for which he may become liable by way of damages in respect of the vehicle in the case of injury to persons.

(2.) A public hire car licence or a private hire car licence in respect of any motor vehicle, or any renewal thereof, shall not be granted, unless and until the applicant for any such licence or renewal deposits with the Registrar a policy of insurance, in a form approved by the Minister, insuring him against his liability for third party and passenger risks in respect of the vehicle to an amount not less than One thousand pounds.

Framing of policy.

"5B. Every policy of insurance effected under this Part shall be framed so as to insure the owner for the time being of the hire car specified in the policy against all claims for injuries to persons arising out of the use of the hire car during the period stated in the policy.

Common Law liability.

"5C. Nothing in this Part shall affect the liability of the owner of the hire car at Common Law by way of damages in respect of such hire car in the case of injury to persons or property.

Policy not to be affected with rights in priority.

"5D. A policy of insurance effected in pursuance of this Part shall not be capable of being charged or affected with any rights in priority to the rights of claimants arising in accordance with this Part.

Policy to be renewed after claim arising.

"5E. In the event of any accident or other occurrence which may give rise to any claim under a policy, the owner shall, if such claim is paid, forthwith procure and deposit with the Registrar a further sufficient policy or policies to such an amount that the liability of the owner is at all times fully insured as prescribed in this Part.

"5F. Any person who—

Obtaining policy by false statement.

(a) for the purpose of obtaining a policy of insurance required by this Part makes any false statement in consequence whereof the policy is liable to be avoided; or

(b) being the owner of a hire car, commits an act which disentitles him to claim under the policy,

shall be guilty of an offence.

Premium receipt to be deposited with Registrar.

"5G. The premium receipt with respect to the renewal of any policy of insurance required to be deposited with the Registrar in accordance with the provisions of this Part shall be lodged with the Registrar not later than the date upon which the premium becomes due."

4. The Schedule to the Motor Hire Car Regulations is repealed and the following Schedule inserted in its stead:—

Substitution of
Schedule.

“THE SCHEDULE.

Regulation 23.

PUBLIC STANDS.

KINGSTON.

That portion of Giles-street, 20 feet wide between lines 20 feet and 45 feet respectively south-westerly from Tench-street and within lines 10 feet from the north-western boundary of Giles-street and 5 feet from the alignment of the north-western kerb thereof.”