

Non-payment to forfeit the benefit of Act.

XVI. In such case, from the time execution is issued for such gross sum until the amount thereof with interest and costs of suit is paid, or secured to the plaintiff's satisfaction, the defendant shall lose all benefit of this Act.

If the Plaintiff does not elect within a month:—execution for annual sum.

XVII. In case the plaintiff does not elect within the month, he shall be deemed to have elected to accept the annual compensation; and judgment shall be entered accordingly, and execution may from time to time issue by leave of the Court for the annual sum, if default is made in paying the same.

Or Plaintiff may sue in Division Court, if the amount is within its jurisdiction.

XVIII. Or if the amount unpaid in respect thereof at any time does not exceed the amount for which the Division Court has jurisdiction to entertain suits in other cases, the plaintiff, (if he chooses) may sue in the Division Court for what is due to him instead of applying to the Superior Court for an execution on his judgment; and if he so sues, an exemplification or a certified copy of the judgment Roll shall entitle him to recover the same amount as he would be entitled to an execution for in the Superior Court.

If annual compensation has been settled without suit.

XIX. Where the annual compensation has been ascertained by agreement or arbitration, instead of the judgment of a Court, and the amount unpaid in respect thereof does not exceed the amount for which the Division Court has jurisdiction in other cases, any suit therefor shall be brought in the Division Court.

Judgment against annual compensation no bar to future damages.

XX. If in a suit in one of the Superior Courts, under this Act, the Court decides that the plaintiff is not entitled to any annual compensation, the judgment shall not be a bar to damages arising after the verdict.

By whom costs under this Act shall be paid.

XXI. As to costs, the party prevailing in any suit under this Act, shall be entitled to his costs, whatever may be the amount found in his favour, in regard to any of the matters in litigation: But in case a suit embraces a demand for past damages, then if a tender of amends was made, before suit, or if money is paid into Court for the same purpose, after suit, such tender or payment shall have the same effect in regard to the costs of so much of the suit as relates to past damages, as a tender or payment into Court has in other cases in which the same is by law allowed.

Certain offers in writing to have the effect of a tender.

XXII. In case one object of the suit is to determine what annual sum, if any, should be paid for future compensation, or for an increase or a decrease of the annual compensation ascertained by a former agreement or judicial determination, then, if a written offer is shown to have been made before suit, of an annual compensation, or of an increased or diminished annual compensation, and if (to enable the other party to exercise the option given to him by this Act) the said offer was accompanied by a written offer of a gross sum for future damages, where a gross sum therefor had not been ascertained by a proceeding under this Act within ten years previously, such offers shall have, as nearly as may be, the same effect in regard to so much of the costs of the suit as relates to the determination of the said particulars, as a tender has in cases in relation to which a tender is by law pleadable.

If any such offer is accepted.

XXIII. In case either offer is accepted, either party may require the other to execute a joint agreement under seal, embodying the effect thereof.