

As to alternative in respect to future damages.

XVII. As to the alternative in respect to future damages, the party entitled thereto shall have one month after the time when either party is entitled to enter up judgment, within which month to elect whether he will take the sum in gross awarded in that behalf, or the annual compensation awarded by the verdict in the pending suit; and in case he elects to take the gross sum, he shall give notice thereof to the opposite party, or his Attorney or agent in the suit; but without leave of the Court granted on special grounds, execution shall not issue for such sum until the expiration of six months after service of the notice. 5

Defendant in such case not to have benefit of Act until compensation is paid.

XVIII. 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. 10

If the Plaintiff does not declare his election.

XIX. In case the Plaintiff does not elect within the month and does not enter up judgment for the gross sum within such 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. 15

He may sue for amount unpaid in Division Court, if the amount be within its jurisdiction.

XX. 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. 20 25

And also when the annual compensation has been fixed by agreement &c.

XXI. 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. 30

Certain decisions not to bar damages after verdict.

XXII. If in a suit in one of the Superior Courts, under this Act, the Court, Judge, Jury or Referee (as the case may be) decides that the plaintiff is not entitled to any annual compensation, the judgment shall not be a bar to damages arising after the verdict. 35

By whom costs shall be payable.

XXIII. 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 the suit embraces a demand for past damages, 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. 40

The same:—where a written offer of compensation has been made.

XXIV. And 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 shewn to have been 45