

SYNOPSIS

1. Deposit by defendant of amount in satisfaction of claim
2. Notice of deposit
3. Interest on deposit not allowed to plaintiff after notice
4. Procedure where plaintiff accepts deposit as satisfaction in part

**1. Deposit by defendant of amount in satisfaction of claim**

The defendant in any suit to recover a debt or damages may, at any stage of the suit, deposit in Court such sum of money as he considers a satisfaction in full of the claim.

**2. Notice of deposit**

Notice of the deposit shall be given through the Court by the defendant to the plaintiff, and the amount of the deposit shall (unless the Court otherwise directs) be paid to the plaintiff on his application.

**3. Interest on deposit not allowed to plaintiff after notice**

No interest shall be allowed to the plaintiff on any sum deposited by the defendant from the date of the receipt of such notice, whether the sum deposited is in full of the claim or falls short thereof.

**4. Procedure where plaintiff accepts deposit as satisfaction in part**

(1) Where the plaintiff accepts such amount as satisfaction in part only of his claim, he may prosecute his suit for the balance; and, if the Court decides that the deposit by the defendant was a full satisfaction of the plaintiff's claim, the plaintiff shall pay the costs of the suit incurred after the deposit and the costs incurred previous thereto, so far as they were caused by excess in the plaintiff's claim.

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(2) Procedure where he accepts it as satisfaction in full.—Where the plaintiff accepts such amount as satisfaction in full of his claim, he shall present to the Court a statement to that effect, and such statement shall be filed and the Court shall pronounce judgment accordingly; and, in directing by whom the costs of each party are to be paid, the Court shall consider which of the parties is most to blame for the litigation.

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