

APPEAL against conviction.

P. Rice for the appellant.

E. M. Pritchard for the respondent.

CORRIE, C.J.—The only question on this appeal is that of lack of corroboration of the evidence of the witness Dziadus. He, however, was not assisting the appellant in conducting the business of the supply of liquor to members of the armed forces, and hence he appears to come within the rule in *Jenks v. Turpin* [1884] 13 Q.B.D., at p. 534 : and thus would not require corroboration.

Apart from that, moreover, there was evidence as to the position in which the bottles were found upon which the court could rely as corroborating Dziadus.

Appeal dismissed.

C. M. PATEL v. KARPAN.

[Civil Jurisdiction (Corrie, C.J.) February 24, 1945.]

Moneylenders Ordinance, 1938,—s. 20¹—production of statement of account when suing for money lent—particulars set out in statement of claim—whether requirements of section fulfilled.

C. M. Patel, a registered moneylender sued to recover the amount due under two promissory notes. He did not produce any statement of account other than the statement of claim which set out in detail the amounts owing as principal and interest under each promissory note.

HELD.—The inclusion of a statement in written pleadings is sufficient compliance with the Moneylenders Ordinance, 1938, s. 20¹.

ACTION for money due under two promissory notes. The facts appear from the judgment.

S. B. Patel for the plaintiff.

K. A. Stuart for the defendant.

CORRIE, C.J.—The plaintiff is claiming the sum of £56 6s. 10d. in respect of principal and interest due under two promissory notes made by the defendant, dated, respectively, 22nd August 1940 and 17th February 1941. The note dated 22nd August 1940 was drawn in favour of one Venkat Reddy and matured on the 31st December 1940 : It was indorsed over to the plaintiff on the 1st December 1941.

The defendant has set up the defence that the plaintiff has failed to produce a statement of his account as required by s. 20 (1) of the Moneylenders Ordinance. The plaintiff's reply is that the statement of claim is itself a sufficient statement of account to comply with the terms of the section, and that the word "produce" in the section does not mean that the statement must be produced in evidence if it is already before the Court in the form of a pleading.

¹ *Now Cap. 185 s. 21.*

It is to be noted that no question was put to the plaintiff with regard to the production of such a statement, and I hold that the inclusion of a statement in the written pleading is sufficient for the purposes of the section. The question therefore to be determined is whether the particulars set out in the statement of claim fulfil the requirements of the section. The statement of claim is not in the form given in the schedule to the Ordinance, but that is immaterial, provided it contains the information required by s. 18 (1) of the Ordinance.¹

The statement of claim sets out the particulars required by paragraphs (a), (b) and (c): as regards (d) it is true that it does not include an express admission that no further sum beyond that claimed in the writ is due upon the promissory note; nevertheless it is clear from the statement of claim that the plaintiff is suing for the whole amount due in respect of principal and interest, and I hold therefore that it fulfils the requirements of s. 18.

As to the claim upon the promissory note dated 22nd August 1940, therefore, the plaintiff is entitled to succeed.

The promissory note dated 17th February 1941 was made in favour of the plaintiff. The defence in respect of this note is that the sum of £5 was paid to the plaintiff on the 27th March 1943; and that the balance due, namely 13s. 8d., has been paid into Court.

The defendant has produced a receipt for the sum of £5 bearing on its face the words "on a/c P/Note" and I hold that this defeats the plaintiff's allegation that the receipt was actually given in respect of a different debt. As regards the note dated 17th February 1941, the plaintiff's claim to that extent fails.

Judgment will be entered for the plaintiff's for £50 6s. 11d., in respect of promissory note No. 306, and for 12s. and interest in respect of promissory note No. 116407; such interest to run from 27th March, 1941. The defendant will pay the costs of the action.

NUKHAI & ORS v. ATTORNEY-GENERAL.

[Civil Jurisdiction (Corrie, C.J.) September 29, 1942; September 14, 1944.]

Right of resumption of land without compensation reserved by Crown Grant—whether void as contrary to the rule against perpetuities—effect as regards registered proprietors (by subsequent transfers) of portion of the land in the Grant—whether void as an exception by the rule in Horneby v. Clifton—whether registerable—whether binding in equity—effect of cancellation of Crown Grant—whether restriction as to proportion of land in Crown Grant operates as to proportion of land owned by a transferee of part only of land comprised to Grant—road constructed before act of resumption—whether resumption invalid—what formalities are required—authority of District Commissioner to waive right of resumption questioned.

¹ Vide Cap. 185 s. 19.