**Deficiency Up on a Re-sale [Goods Sold at Auction]**

**(Title)**

A.B., the above-named plaintiff, states as follows:-

On the day of 19, the plaintiff put up at auction sundry [goods], subject to the condition that all goods not paid for and removed by the purchaser within [ten days] after the sale should be re-sold by auction his account, of which condition the defendant had notice.

The defendant purchased [one crate of crockery] at the auction at the price of rupees.

The plaintiff was ready and willing to deliver the goods to the defendant on the date of the sale and for [ten days] after.

The defendant did not take away the goods purchased by him, nor pay for them within [ten days] after the sale, nor afterwards.

On the day of 19, the plaintiff re-sold the [crate of crockery], on account of the defendant, by public auction, for rupees.

The expenses attendant upon such re-sale amounted to rupees.

The defendant has not paid the deficiency thus arising amounting to rupees.

[As in paras.4 and 5 of Form No.1 and Relief claimed.]