**No. 6  
DEFICIENCY UPON A RESALE [GOODS SOLD AT AUCTION]**

*(Title)*

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

1. On the ........ day of .......20......, 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 on his account, of which condition the defendant had notice.

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

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

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

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

6. The expenses attendant upon such resale amounted to ...... rupees.

7. 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.]