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No. 23 of 1954.

**In the Privy Council.**

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**ON APPEAL**  
*FROM THE COURT OF APPEAL OF THE FEDERATION*  
*OF MALAYA.*

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BETWEEN

THE FIRM of A.M.K.M.K. . . . . *Appellants*

AND

M.R.M. PERIYANAN CHETTIAR . . . . . *Respondent.*

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**RECORD OF PROCEEDINGS**

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BARROW, ROGERS & NEVILL,  
WHITEHALL HOUSE,  
41 WHITEHALL,  
LONDON, S.W.1,  
*Solicitors to the Appellants.*

LAWRANCE, MESSER & CO.,  
16 COLEMAN STREET,  
LONDON, E.C.2,  
*Solicitors to the Respondent.*

**INSTITUTE OF ADVANCED  
LEGAL STUDIES,  
25, RUSSELL SQUARE,  
LONDON,  
W.C.1.**

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UNIVERSITY OF LONDON

-3 JUL 1956

No. 23 of 1954.

In the Privy Council

INSTITUTE OF LEGAL EDUCATION

## ON APPEAL

FROM THE COURT OF APPEAL OF THE FEDERATION  
OF MALAYA.

BETWEEN

THE FIRM of A.M.K.M.K. . . . . *Appellants*

AND

M.R.M. PERIYANAN CHETTIAR . . . . . *Respondent.*

## RECORD OF PROCEEDINGS.

## INDEX OF REFERENCE.

NO.	DESCRIPTION OF DOCUMENT	DATE	PAGE
	<i>Penang Civil Suit No. 363 of 1950.</i>		
	<i>IN THE HIGH COURT OF THE FEDERATION OF MALAYA AT PENANG.</i>		
1	Writ of Summons . . . . .	29th September 1950	1
2	Statement of Claim . . . . .	13th November 1950	2
3	Defence . . . . .	13th December 1950	3
4	Notes of Evidence . . . . .	27th July 1951 . .	4
5	Judgment . . . . .	25th August 1951 . .	5
6	Order . . . . .	31st August 1951 . .	6
	<i>Civil Appeal No. 51 of 1951.</i>		
	<i>IN THE COURT OF APPEAL OF THE FEDERATION OF MALAYA AT PENANG.</i>		
7	Notice of Appeal . . . . .	26th September 1951	7
8	Memorandum of Appeal . . . . .	19th October 1951 . .	8
9	Judgment of Pretheroe, J. . . . .	21st March 1952 . .	10

NO.	DESCRIPTION OF DOCUMENT	DATE	PAGE
10	Judgment of Mathew, C.J. . . . .	Undated . . . . .	13
11	Judgment of Murray-Aynsley, C.J. . . . .	Undated . . . . .	15
12	Order . . . . .	16th August 1952 . . . . .	16
13	Order Granting Final Leave to Appeal . . . . .	14th December 1953 . . . . .	17

### EXHIBITS.

EXHIBIT NO.	DESCRIPTION OF DOCUMENT	DATE	PAGE
1	Debit and Credit Current Account of Respondent in books of Appellants . . . . .	—	18

### DOCUMENTS NOT TRANSMITTED.

DESCRIPTION OF DOCUMENT.	DATE.
<i>Civil Appeal No. 51 of 1951.</i>	
<i>IN THE COURT OF APPEAL OF THE FEDERATION OF MALAYA.</i>	
Notice of Motion . . . . .	7th October 1953
Affidavit of RM. S. M. Kasivisvanathan Chettiar . . . . .	7th October 1953
Affidavit of Lim Kheng Kooi . . . . .	14th October 1953

## DOCUMENTS TRANSMITTED BUT NOT PRINTED.

DESCRIPTION OF DOCUMENT	DATE
Order of Court giving Conditional Leave to Appeal to Her Majesty in Council	6th October 1952
Order of Court . . . . .	15th October 1953
<i>EXHIBITS.</i>	
Agreed bundle of documents put in by consent of both parties at the hearing of Civil Suit No. 363 of 1950 in the High Court including :—	
Pages 1 to 6B . . . . .	
Pages 26 to 30 . . . . .	
Page 31 . . . . .	
Pages 32 to 34 . . . . .	
Page 35 . . . . .	September and October 1941
Page 36 . . . . .	October and November 1941
Pages 37 to 57 . . . . .	
Pages 58 to 68 . . . . .	



# In the Privy Council.

## ON APPEAL FROM THE COURT OF APPEAL OF THE FEDERATION OF MALAYA.

BETWEEN  
THE FIRM of A.M.K.M.K. . . . . *Appellants*  
AND  
M.R.M. PERIYANAN CHETTIAR . . . . . *Respondent.*

# 10 RECORD OF PROCEEDINGS

No. 1.  
WRIT OF SUMMONS.

IN THE SUPREME COURT OF THE FEDERATION OF MALAYA.  
In the High Court at Penang.  
Civil Suit No. 363 of 1950.

*In the  
High Court  
at Penang.*

No. 1.  
Writ of  
Summons,  
dated the  
29th  
September  
1950.

Between THE FIRM of A.M.K.M.K. . . . . Plaintiffs  
and  
M.R.M. PERIYANAN CHETTIAR . . . . . Defendant.

*[Here follow formal parts of Writ.]*

20 The Plaintiffs' claim is for \$49,900/—, being the balance of moneys payable by the Defendant to the Plaintiffs due on a current account between the Defendant and the Plaintiffs commencing from a date long anterior to the 15th day of February 1942 and ending on 6th August, 1945, and ascertained in accordance with the provisions of section 8 of the Debtor and Creditor (Occupation Period) Ordinance, 1948.

AND THE PLAINTIFFS CLAIM—

(1) The said sum together with interest at the appropriate statutory rate from the 1st day of April, 1946, until payment or judgment.

30 (2) Further or other relief.  
(3) Costs.

(Sgd.) LIM KHENG KOOL,  
Plaintiffs' Solicitor.

*[Here follow further formal parts of the Writ.]*

*In the  
High Court  
at Penang.*

No. 2.

STATEMENT OF CLAIM.

No. 2.  
Statement  
of Claim,  
dated the  
13th  
November  
1950.

1. The Plaintiffs are a firm of moneylenders carrying on business at 35 New Lane, Penang.

2. The Defendant is also a moneylender and is at present carrying on business also at 35 New Lane, Penang, aforesaid.

3. In or about February, 1939, the Plaintiffs and Defendant commenced to have dealings between each other on current account on terms that interest on the appropriate balances should be calculated and debited at the end of every six monthly period in such account in accordance with the usual Penang current account rate as fixed by Chettiar custom from time to time. 10

4. This current account was continued and carried on between the Plaintiffs and the Defendant up to the beginning of the Occupation Period and there was as on the 15th day of February, 1942, a sum of \$49,900/- due and payable by the Defendant to the Plaintiffs.

5. This current account was continued to be operated during the Occupation Period and was closed on or about the 6th day of August, 1945, there being no balance due and payable by the Defendant to the Plaintiffs as on that date. 20

6. The Plaintiffs are entitled to be repaid by the Defendant the said sum of \$49,900/- being the pre-occupation debit balance against the Defendant on the said account having regard to the provisions of section 8 of the Debtor and Creditor (Occupation Period) Ordinance 42 of 1948.

7. THE PLAINTIFFS therefore CLAIM :—

(1) The said sum of \$49,900/- and interest thereon at the rate of  $4\frac{1}{2}$  per cent. per annum from 1st April 1946 until judgment.

(2) Further or other relief ; and

(3) Costs.

Delivered at Penang this 13th day of November 1950.

30

(Sgd.) LIM KHENG KOOI,  
Solicitor for the Plaintiffs.

---

**No. 3.**  
**DEFENCE.**

*In the  
High Court  
at Penang.*

1. The Defendant admits paragraphs 1, 2 and 3 of the Statement of Claim.

2. As to paragraphs 4 and 5 of the Statement of Claim the Defendant says that the current account referred to was carried on and continued to be operated by the parties from February 1939 until August 1945 and that the credit balance of \$49,900/- in favour of the Plaintiffs as on the 15th day of February, 1942, was paid off by reason of the Plaintiffs' drawings by the 4th day of January, 1943, on which date the amount standing to the credit of the Plaintiffs was nil.

No. 3.  
Defence,  
dated the  
13th  
December  
1950.

3. The Defendant says that on and between the 7th day of January and the 8th day of March 1943, the Plaintiffs overdrew their said current account to a maximum of \$14,500/- which debit was by payments-in reduced to nil on the 8th day of March, 1943.

4. The said current account was continued in credit and debit between the parties until the 6th day of August 1945 on which date there is a debit against the Plaintiffs in favour of the Defendant for the sum of \$64.12 for interest for the period 13th day of April, 1945, to the 5th day of August, 1945.

5. The Defendant says that as the Plaintiffs' said pre-occupation credit was paid off as aforesaid the Plaintiffs are not entitled to be repaid by the Defendant the said sum of \$49,900/- or any part thereof.

Delivered this 13th day of December, 1950.

(Sgd.) PRESGRAVE & MATTHEWS,  
Defendant Solicitors.

---

In the  
High Court  
at Penang.

No. 4.

NOTES OF EVIDENCE.

No. 4.

27th July, 1951.

Notes of  
evidence,  
dated the  
27th July  
1951.

Ramani, with Lim Kheng Kooi, for Plaintiff.

Ong Huck Lim, with Pooley, for Defendant.

*Ramani* : Construction of section 8 of Ordinance 42 of 1948. Current account between parties began before the occupation and ended during the occupation. Question of demand doesn't arise. *Clayton's* rule as to appropriation was put aside by legislature in section 8. *Clayton's* case, 35 E.R. p. 791. Section 8 provides a special law—"for purposes of this Ordinance" governs all transactions. See Long Title. Sections 3 and 4 deal with payment of pre-occupation debts. "Occupation period" defined in section 2. Sections 5 and 6 deal with debts incurred during the occupation period. Section 8—see "and" at end of subsection (a)—cumulative. See agreed bundle of correspondence. Debit balance on 11.2.42 was \$49,900/- by Defendant. Account balances on 6.8.45. Subsequent transactions immaterial. See entry of \$700 on 20.2.42 and \$900 on 13.3.42 (p. 19). First is a paying-in and the second is a withdrawal—both during occupation period. The \$700 was in reduction of the debit balance—section 8 says that it shall be deemed to have been applied to any debit balance which arose during the occupation period and was still outstanding; but there was no debit balance which arose during the occupation period. Therefore section 8 (a) does not apply in this transaction. 10

*Ong Huck Lim* : See para. 2 S/D. Payments in 1942 were in British currency—Jap notes not then in currency. See section 9. Continuing account throughout.

*Ramani* replies.

C. A. V.

(Intld.) C. A.

Judgment sent to Penang for delivery.

30

(Sgd.) CHARLES ABBOTT, J.

25.8.51.

No. 5.  
JUDGMENT.

*In the  
High Court  
at Penang.*

No. 5.  
Judgment,  
dated the  
25th August  
1951.

- The Plaintiffs and the Defendant are moneylenders carrying on business in Penang. They commenced having business dealings with each other in February, 1939, and continued to have such business dealings until August, 1945, when they came to an end. The nature of those business dealings, as disclosed in the Statement of Claim, was that they operated a current account between themselves upon the basis of loan with interest; the agreed statement of accounts shows that the Defendant drew upon the
- 10 account from time to time and, from time to time, he paid money into it. On the 15th of February, 1942 (the day upon which the Japanese occupation of Malaya began—see the definition of “ occupation period ” in section 2 (1) of the Ordinance [the Debtor and Creditor (Occupation Period) Ordinance, No. 42 of 1948]) the Defendant was indebted to the Plaintiffs in the sum of \$49,900/-. The Plaintiffs claim this sum from the Defendant on the ground that it is an unsatisfied pre-occupation debt to which the provisions of section 8 of the Ordinance apply. As I have already pointed out the account continued to be operated during the occupation period; and the statement of accounts shows that on the 2nd of January, 1943, the
- 20 Defendant was indebted in the sum of \$1,550-00 which he paid off two days later—thus, on the 4th of January, 1943, the debit and credit between the parties, in each case, was nil. It is the contention of the Defendant that on the 4th of January, 1943, the pre-occupation debt of \$49,900/- became liquidated and is therefore not owing to the Plaintiffs. In the view of this Court it is section 4 (1), and not section 8, of the Ordinance that applies to the present case. Section 4 (1) provides that “ where any payment was made during the occupation period in Malayan currency or occupation currency by a debtor . . . to a creditor . . . and such payment was made in respect of a pre-occupation debt, such payment shall be a valid
- 30 discharge of such pre-occupation debt to the extent of the face value of such debt.” In the view of this Court the amounts paid into the account by the Defendant up to and including the 4th of January, 1943, were paid towards the reduction and eventual elimination of a pre-occupation debt of \$49,900/- and any dealings which the parties had between themselves after that date are not material to the present issue. By reference to the Schedule to the Ordinance it will be seen that, from February to December, 1942, the value of Malayan currency vis-a-vis occupation currency was at par; in January, 1943, occupation currency faced Malayan currency at the ratio of \$105 to \$100 respectively.
- 40 I hold that the Defendant’s pre-occupation debt of \$49,900/- was partially and substantially discharged at a time when the respective currencies stood at par and that the balance (representing four days of January, 1943), though not discharged, is of so trivial an amount that the doctrine of *de minimis non curat lex* must, and does, apply in respect of it. I give judgment for the Defendant with costs.

(Sgd.) CHARLES ABBOTT,  
Judge.

25th August, 1951.

*In the  
High Court  
at Penang.*

No. 6.  
ORDER.

No. 6.  
Order,  
dated the  
31st August  
1951.

IN THE SUPREME COURT OF THE FEDERATION OF MALAYA.  
In the High Court at Penang.  
Civil Suit No. 363/1950.

Between THE FIRM of A.M.K.M.K. . . . Plaintiffs  
and  
M.R.M. PERIYANAN CHETTIAR . . . Defendant.

Before—

THE HONOURABLE MR. JUSTICE ABBOTT.

10

The 31st day of August 1951.

In Open Court.

THIS action coming on for hearing before this Court on the 27th day of July, 1951, in the presence of Counsel for the Plaintiffs and for the Defendant and UPON READING the Pleadings and UPON HEARING the arguments of Counsel for the Plaintiffs and for the Defendant THIS COURT DID ORDER that this action should stand for judgment And the same coming on for Judgment this day THIS COURT DOTH ORDER AND ADJUDGE that this action be dismissed and that the Plaintiffs do pay to the Defendant his costs of this action such costs to be taxed.

20

By the Court.

(Sgd.) G. M. YUSOFF,  
Ag. Senior Assistant Registrar.



No. 7.  
NOTICE OF APPEAL.

*In the Court  
of Appeal at  
Penang.*

IN THE SUPREME COURT OF THE FEDERATION OF MALAYA.  
In the Court of Appeal at Penang.  
Federation of Malaya. Civil Appeal No. 51 of 1951.

No. 7.  
Notice of  
Appeal,  
dated the  
26th  
September  
1951.

Between THE FIRM of A.M.K.M.K. . . . . Appellants  
and  
M.R.M. PERIYANAN CHETTIAR . . . . Respondent.  
IN THE MATTER of Civil Suit No. 363 of 1950.

10 Between THE FIRM of A.M.K.M.K. . . . . Plaintiffs  
and  
M.R.M. PERIYANAN CHETTIAR . . . . Defendant.

NOTICE OF APPEAL.

TAKE NOTICE that the Firm of A.M.K.M.K. the Plaintiffs herein being dissatisfied with the decision of The Honourable Mr. Justice Charles Abbott given at Penang on the 31st day of August, 1951, appeal to the Court of Appeal against the whole of the said decision.

Dated at Penang this 26th day of September, 1951.

20 (Sgd.) MANICKAM CHETTIAR,  
Appellants' Attorney,  
Manickam Chettiar,  
P/A Regd. No. 210/50.

(Sgd.) LIM KHENG KOOL,  
Solicitor for the Appellants.

To :  
The Senior Assistant Registrar,  
Supreme Court,  
Penang,  
and

30 To :  
M.R.M. Periyanan Chettiar, the Respondent or his Solicitors,  
Messrs. Presgrave & Matthews,  
9 Beach Street,  
Penang.

The address for service of the Appellants is care of Mr. Lim Kheng Kooi their Solicitor of No. 94 Penang Street (Top floor), Penang.

*In the Court  
of Appeal at  
Penang.*

No. 8.

MEMORANDUM OF APPEAL.

No. 8.  
Memorandum of  
Appeal,  
dated the  
19th  
October  
1951.

The Firm of A.M.K.M.K., the Appellants above-named, appeals to the Court of Appeal against the whole of the decision of The Honourable Mr. Justice Abbott given at Penang on the 25th day of August, 1951, on the following grounds :—

I. The learned Judge was wrong in finding—

(A) that the Plaintiffs claimed the sum of \$49,900/- as an unsatisfied pre-occupation debt to which the provisions of section 8 of the Debtor and Creditor (Occupation Period) Ordinance apply ; 10

(B) that the statement of account shows that the indebtedness in the sum of \$1,550/- on the 2nd day of January, 1943, was paid off two days later ;

(C) that the amounts paid into the account up to and including the 4th day of January, 1943, were paid towards the reduction and eventual elimination of a pre-occupation debt of \$49,900/- ; and that any dealings between the parties after that date are not material to the issue ;

(D) that the Defendant's pre-occupation debt of \$49,900/- was partially and substantially discharged when the currencies 20 stood at par ; and that the balance was so trivial that the maxim *de minimis* applied to it.

II. The learned Judge ought to have found—

(A) that the account between the parties being admittedly a current account which was begun before the occupation and continued through the occupation the provisions of section 8 of the Ordinance directly applied to it ;

(B) that the fact that on a particular date the account could be shown to have been balanced was not evidence, on a running current account, of any pre-existing debt being paid off on that 30 date ;

(C) that the nature of the account clearly showed that it was a continuing account and not an account showing how a pre-occupation ascertained debt was paid and discharged at any particular date or dates during the occupation ;

(D) that the payments after the 15th February, 1942, should be regarded separately and not as repayment of any pre-occupation debt, having regard to section 8 of the Ordinance.

III. The learned Judge having found that this was a current account should have held that the provisions of section 8 of the Ordinance applied 40 and that therefore the date or dates upon which the accounts balanced was or were irrelevant.

IV. The learned Judge failed to have regard adequately or at all, to the admitted fact that the accounts are closed at the end of each half-yearly period, and that therefore the fact that at some intermediate date the

accounts could be shown to have been balanced, was not tantamount to the previous account being closed on such date and a new account commencing thereafter.

*In the Court  
of Appeal at  
Penang.*

V. The learned Judge having erroneously come to a finding that section 8 of the Ordinance did not apply, completely misdirected himself on the law applicable to the admitted facts of the case before him; and wholly disregarded the submissions of law made to him on the basis of section 8.

No. 8.  
Memoran-  
dum of  
Appeal,  
dated the  
19th  
October  
1951,  
*continued.*

VI. The learned Judge ought to have held—

10 (A) that section 8 directly applied to the facts of the case before him, it having been admitted by the Defendant that this was a current account (and the learned Judge in fact had so found), upon which interest was calculated at the end of each half-yearly period;

(B) that section 8 applied not for the purpose of any particular provisions of the Ordinance, but in terms "For the purposes of this Ordinance," i.e., the whole Ordinance;

20 (C) that the general effect of section 8 was to alter and vary the rule as to appropriation and particularly to avoid the application of the rule in *Clayton's* case;

(D) that on the plain meaning of the terms of that section the Ordinance manifestly provided for a different and new statutory rule of appropriation, by which pre-occupation debts shall not be deemed to have been paid off by occupation payments, unless and until the occupation payments are set off against occupation withdrawals and vice versa;

30 (E) that on such consideration the final payment of the 6th of August, 1945, must be deemed to be an occupation payment and therefore was of no value in terms of the Schedule to the Ordinance read with section 6 thereof, and that therefore the debit balance of \$49,900/- as on the 11th February, 1942, remained undischarged; and

(F) there should be judgment for the said sum as claimed.

Dated this 19th day of October, 1951.

(Sgd.) LIM KHENG KOOI,  
Solicitor for the Appellants.

To :  
The Senior Asst. Registrar,  
Supreme Court,  
Penang,

40 And to :  
Messrs. Presgrave & Matthews,  
Solicitors for the Respondent,  
Penang.

*In the Court  
of Appeal at  
Penang.*

No. 9.

**JUDGMENT of Pretheroe, J.**

No. 9.  
Judgment  
of  
Pretheroe,  
J., dated  
the  
21st March  
1952,

The parties in this case are moneylenders who for some years prior to, and throughout, the Japanese occupation of Malaya worked in very close association with each other. They operated from the same business address and it was almost a daily occurrence for them either to draw a cheque on the other's account or to endorse a cheque to the credit of the other party. It appears that when a loan was made to a client a cheque was drawn on the account of the party whose bank account was in the most prosperous condition on that particular day and when a loan was repaid 10  
by a client it was credited to the party whose account that day was most in need of support.

The Plaintiffs' claim was for the sum of \$49,900/- being the balance of moneys payable between the Defendant and the Plaintiffs due on a current account commencing "from a date long anterior to the 15th February, 1942" and ending on the 6th of August, 1945, and "ascertained in accordance with the provisions of section 8 of the Debtor and Creditor (Occupation Period) Ordinance, 1948" (hereinafter referred to as the "Ordinance"). The defence was that the sum claimed had been repaid 20  
in full and consequently the Defendant was not liable for the sum claimed or for any other sum.

When the case came up for hearing no witnesses were called by either party but an agreed bundle of documents was put in evidence. These documents show that a continuous account of the transactions between the parties was kept by each of them and their respective accounts are in complete agreement. There was thus no dispute concerning the facts.

At the trial the main point argued by counsel was whether or not the provisions of section 8 of the Ordinance should be applied to ascertain the true position of the parties.

In a considered judgment the learned Trial Judge held that section 4 (1) 30  
of the Ordinance applied, and not section 8, and that the Defendant's pre-occupation debt was partially and substantially discharged at a time when the Malayan and occupation currencies stood at par and that the balance not discharged at that time was so trivial that the doctrine of *de minimis non curat lex* applied to it. Thus, the learned Trial Judge gave judgment for the Defendant with costs and from that decision the Plaintiffs appealed.

In the Appeal Court the Defendant/Respondent was represented by Mr. Pooley, who had not appeared in the lower Court, and counsel on both sides now agreed that the provisions of section 8 of the Ordinance 40  
must be applied to determine the issue in this case. With respect to the learned Trial Judge I agree that this is the case as the accounts as between the two parties are accounts of the kind which section 8 of the Ordinance was designed to control. It is a coincidence that in this case the application of section 8, as I interpret the provisions of that section, produces the same result as that arrived at by the learned Trial Judge but in the majority of cases of this nature the results would be very different.

At the hearing of the appeal the whole of the argument was directed to the manner in which section 8 should be applied. No precedent was

cited to us and I have been unable to find one. So the point may well be a novel one.

On behalf of the Appellants Mr. Ramani suggested that, as section 8 of the Ordinance is applicable only to transactions made during the occupation period, two lines should be ruled across the accounts; one should be placed immediately after the last item relating to the 15th February, 1942, and the second under the last entry made before the 5th September, 1945, as there was no entry relating to that particular day itself. It was common ground that at the point where the first line was drawn the Appellants had a credit balance of \$49,900/-. Mr. Ramani then submitted that every credit item must be set against the most recent debit item and, if any balance then remains, against the next most recent, and so on. I agree with this procedure, but he then went further and submitted that in no circumstances should any credit balance of the Respondent's during the occupation period ever be appropriated to reduce the Appellants' pre-occupation balance. In the circumstances of this case this latter submission is the crucial point upon which the final decision depends. By the adoption of this "water-tight compartment" method of computing the Respondent finds himself with a substantial sum standing to his credit when the second line across the ledger is reached. As this amount was an occupation debt Mr. Ramani submitted that it must be revalued under section 6 of the Ordinance. By virtue of paragraph (a) of that section this procedure completely liquidates the Respondent's credit balance and the Appellants are left with their pre-occupation credit of \$49,900/- untouched.

Mr. Pooley, for the Respondent, disagreed with Mr. Ramani's interpretation of section 8 but as his submissions coincide with the view I have formed I need not set them out here.

In my view the latter part of Mr. Ramani's submission that occupation credits and debits must be set off against each other and can in no circumstances be used to reduce the pre-occupation credit balance cannot be sustained. The point arises in connection with the very first entry made in the accounts after the beginning of the occupation period for, on the 20th February, 1942, the Respondent was credited with the sum of \$700/-. There was no occupation period debit balance to which it could be applied, so Mr. Ramani argued that the item must await the first entry of such debit balance; he was emphatic that it must not be set off against the pre-occupation balance. In my opinion this submission is based on a wrong construction of section 8 of the Ordinance. In the first place the intention of the Legislature must be considered. In the absence of the section a legal presumption, which is conveniently known as the rule in *Clayton's* case, would have applied. By that rule, when a debtor, who owes more than one debt to the same creditor, makes a payment to that creditor and does not indicate to which debt it shall be applied, it shall be applied to the debt which was first incurred. This procedure would have been most inequitable in respect of the occupation period during which the value of the currency declined at an ever-increasing rate. So section 8 displaces that legal presumption and substitutes a statutory direction which reverses the order of application of payments. But it must be noted that the section applies exclusively to payments and withdrawals made during the occupation period. In other words the rule in *Clayton's* case was reversed by the

*In the Court  
of Appeal at  
Penang.*

No. 9.  
Judgment  
of  
Pretheroe,  
J., dated  
the  
21st March  
1952,  
*continued.*

*In the Court  
of Appeal at  
Penang.*

No. 9.  
Judgment  
of  
Pretheroe,  
J., dated  
the  
21st March  
1952,  
*continued.*

section in respect of the occupation period only and the rule still remains valid in respect of payments and withdrawals made before and after that period. Section 4 of the Ordinance recognises, and regulates, the discharge of pre-occupation debts during the occupation period and there is no provision that section 8 provides any exception to the general procedure and Mr. Ramani's eloquence failed to persuade me that such an exception must necessarily be inferred. Again, the wording of the Ordinance is against Mr. Ramani. If his submission be correct then either section 4 would provide—

“ Subject to the provisions of subsection (2) of this section 10  
and section 8 of this Ordinance . . . ”

or section 8 itself would read—

“ For the purposes of this Ordinance, *anything contained in  
section 4 to the contrary notwithstanding—* ”

But the words in italics do not appear and this oversight must not be attributed to the Legislature if any other reasonable interpretation is available. And lastly, I consider Mr. Ramani's interpretation to be wrong because it would in many cases produce gross injustice which are avoided by an alternative interpretation. Thus, if a debtor during the occupation 20  
paid a pre-occupation debt in full before the 1st January, 1943, up to which date the Ordinance itself recognises Malayan currency and occupation currency to have been at parity, he might well have to pay the debt in full a second time after the commencement of the Ordinance. For all practical purposes that is the situation in this case if the Appellants win their appeal. For these reasons I am of opinion that Mr. Ramani's construction of the section is faulty.

In my opinion the correct interpretation of the section may be summarised as follows :—

(A) When, during the occupation period, a pre-occupation 30  
debtor had a sum credited to his account by his pre-occupation creditor, such credit balance must first be applied to the most recent occupation period debt ;

(B) If after the liquidation of the most recent occupation period debt there still remains a credit balance, such balance must be applied to the second most recent occupation period debt, and so on ;

(C) If after satisfying all occupation period debts a credit balance still remains, that balance must be applied to any pre-occupation debts and the rule in *Clayton's* case applies to such application ; 40

(D) Such credit balance will be reckoned at its face value if it appears in the accounts before the last day of December, 1942 ;

(E) If it appears in the accounts after the last day of December, 1942, such balance (but not the amount applied to liquidate the occupation period debts) must be revalued in accordance with the Schedule to the Ordinance ; and finally

(F) If any credit appears in the accounts after the 15th day of February, 1942, and there is at the time no occupation period debit balance, such sum must be applied to the pre-occupation balance.

Now, applying this procedure to the facts of the present case, it will be found that on the 31st December, 1942 (the date upon which Malayan currency and occupation currency ceased to be at parity) the Appellants' pre-occupation credit balance of \$49,900/- had been reduced to \$1,650. By the 7th January, 1943, further sums amounting to \$3,150 had been credited to Respondent's account but there had been no more debit entries. When revalued these latter credits were far more than required to complete the liquidation of the whole pre-occupation period credit. From the 7th January, 1943, onwards the parties alternated as creditors and on the 10 6th August, 1945 (the date mentioned in the Statement of Claim), there was a small balance standing to the credit of the Appellants. This balance does not appear in the accounts as exhibited; it only emerges after applying the procedure I have attempted to summarise above. That balance, however, was an occupation period debt and falls to be revalued under section 6 of the Ordinance and is thereby extinguished by virtue of the provisions of paragraph (a) thereof. It follows that no part of the amount claimed by Appellants remains due. Thus, though for different reasons, I arrive at the same conclusion as the learned Trial Judge.

*In the Court  
of Appeal at  
Penang.*

No. 9.  
Judgment  
of  
Pretheroe,  
J., dated  
the  
21st March  
1952,  
*continued.*

In my opinion this appeal should be dismissed and Respondent should 20 have his costs in this Court and in the Court below. The sum of \$500 deposited in Court by Appellants should be paid out to Respondent against his costs.

(Sgd.) E. O. PRETHEROE,  
Judge,  
Federation of Malaya.

Ipoh, 21st March, 1952.

No. 10.

**JUDGMENT of Mathew, C. J.**

No. 10.  
Judgment  
of Mathew,  
C.J.,  
undated.

The parties in this case are moneylenders, and they started dealing 30 with each other at the beginning of 1939 on current account on terms that interest on the appropriate balances should be calculated and debited at the end of every six months' period in such account in accordance with usual Penang current account rate as fixed by Chettiar custom from time to time. The account was operated during the occupation period until August, 1945. The Plaintiffs-Appellants' claim is for \$49,900 being the amount which the Defendant was in debit on 15th February, 1942, the day from which the occupation period ran for the purposes of the Debtor and Creditor (Occupation Period) Ordinance, 1948.

The learned Trial Judge dismissed the suit in the following passage 40 of his considered judgment :—

“ I hold that the Defendant's pre-occupation debt of \$49,900 was partially and substantially discharged at a time when the

*In the Court  
of Appeal at  
Penang.*

No. 10.  
Judgment  
of Mathew,  
C.J.,  
undated,  
*continued.*

respective currencies stood at par and that the balance (representing four days of January, 1943), though not discharged, is so trivial an amount that the doctrine of *de minimis non curat lex* must, and does, apply in respect of it. I give judgment for the Defendant with costs."

On appeal, counsel for the Appellants and for the Respondent agreed that the decision in this case must rest on the proper application of section 8 of the Debtor and Creditor (Occupation Period) Ordinance, 1948, and the appeal was argued on those lines.

Mr. Ramani, for the Appellants, argued that the account must be regarded as falling into two separate and distinct parts, first that part of the accounts up to the 15th February, 1942, and second that part of the accounts which deals with the transactions which occurred during the occupation period. In no circumstances could any credit balance of the Respondent during the occupation period be applied in reducing the pre-occupation debt. This argument, if successful, means that the Appellants find themselves in the happy position of being owed \$49,900/- in respect of the pre-occupation debt and with no debt to discharge in respect of the occupation transactions.

I would make one general observation. The purpose of the Debtor and Creditor (Occupation Period) Ordinance, 1948, is to provide a method of dealing with debts incurred before and during the occupation which operates fairly as between debtor and creditor. I would find it difficult to place an interpretation on section 8 which would have the effect of defeating the clear purpose of the Ordinance.

Section 8 of the Ordinance provides: (A) that any payment into an account during the occupation period shall be deemed to have been applied first to any debit-balance which arose during the occupation period, and (B) any withdrawal made from an account during the occupation period shall be deemed to have been applied first against any credit-balance which arose during the occupation period.

This provision has the effect of reversing what is known as the rule in *Clayton's* case as regards the application of certain payments and withdrawals made in an account during the occupation period. But section 8 has to be read in conjunction with the other provisions of the Ordinance and is complementary to those other provisions. The question to be decided is, in my opinion, determined by the manner in which the payment of \$700 on the 20th February, 1942, should be treated. Under section 8 (a) this payment of \$700 is deemed to have been applied first to any debit balance, or, part thereof, which arose during the occupation period and was *still* outstanding against the Respondent in the account at the time when the payment was made. On the 20th February, 1942, there was no debit balance which arose during the occupation period and was *still* outstanding.

Mr. Ramani's contention that the \$700 must await the debit balance of \$900 which arose on the 13th March, appears to me to be in direct conflict with the express wording of the section. It seems clear to me that the effect of the payment of \$700 on the 20th February, 1942, was to reduce the Respondent's debit balance in the account to \$49,200. The effect of

the withdrawal of the \$900 was to increase the Respondent's debit balance to \$50,100 on the 13th March, 1942, as there was no occupation period credit balance *still* outstanding at the time that the withdrawal of \$900 was made, the credit of \$700 having been already applied to the reduction of the balance of \$49,900. The proper application of the Ordinance to this account is that credits or debits are applied first to debit or credit occupation balances still outstanding at the date of payment or withdrawal and where there are none to the pre-occupation balance of the account.

*In the Court  
of Appeal at  
Penang.*  
No. 10.  
Judgment  
of Mathew,  
C.J.,  
undated,  
*continued.*

10 Applying this method to the account, there was on the 31st December, 1942, when Malayan and occupation currency ceased to be at parity, a credit balance of \$1,650 in favour of the Appellants. After this date further transactions took place but, applying the provisions relating to revaluation, the Respondent's pre-occupation debt was completely liquidated. In my view nothing is owing by the Respondent to the Appellants, and I would dismiss this appeal with costs here and in the Court below. The sum of \$500 deposited in Court by the Appellants will be paid to the Respondent against his costs.

(Sgd.) CHARLES MATHEW,  
Chief Justice,  
Federation of Malaya.

20

No. 11.

JUDGMENT of Murray-Aynsley, C.J.

I have had the advantage of reading the judgments of the other members of the Court and I agree that whatever interpretation can reasonably be put on section 8 the appeal should be dismissed. I feel, however, that the section is very obscure and might give rise to many difficulties. Fortunately its effect will be exhausted very soon.

No. 11.  
Judgment  
of Murray-  
Aynsley,  
C.J.,  
undated.

Chief Justice,  
Singapore.

*In the Court  
of Appeal at  
Penang.*

No. 12.  
ORDER.

No. 12.  
Order,  
dated the  
16th August  
1952.

IN THE SUPREME COURT OF THE FEDERATION OF MALAYA.  
In the Court of Appeal at Penang.  
Federation of Malaya Civil Appeal.  
No. 51 of 1951.

Between THE FIRM of A.M.K.M.K. . . . . Appellants  
and  
M.R.M. PERIYANAN CHETTIAR . . . . Respondent.  
IN THE MATTER of Civil Suit No. 363 of 1950. 10

Between THE FIRM of A.M.K.M.K. . . . . Plaintiffs  
and  
M.R.M. PERIYANAN CHETTIAR . . . . Defendant.

Before—

THE HONOURABLE MR. JUSTICE CHARLES MATHEW, C.J., F.M.  
THE HONOURABLE SIR CHARLES MURRAY-AYNSLEY, C.J.,  
Singapore.

THE HONOURABLE MR. JUSTICE PRETHEROE

This 16th day of August, 1952.

In Open Court. 20

THIS appeal coming on for hearing on the 21st day of February, 1952, in the presence of Mr. R. Ramani with Mr. Lim Kheng Kooi counsel for the Appellants and Mr. F. G. Pooley counsel for the Respondent IT WAS ORDERED that this appeal should stand for judgment and the same standing for judgment this day in the presence of Mr. Lim Kheng Kooi counsel for the Appellants and Mr. F. G. Pooley counsel for the Respondent IT IS ORDERED that such appeal be dismissed IT IS FURTHER ORDERED that the Appellants do pay to the Respondent the costs of the appeal as taxed by the proper officer of this Court AND IT IS FURTHER ORDERED that the deposit of \$500/- paid into Court as security for 30 costs of the appeal be paid out to the Respondent's solicitors Messrs. Presgrave & Matthews.

Given under my hand and the seal of the Court this 16th day of August, 1952.

(Sgd.) P. SAMUEL,  
Asst. Registrar,  
Court of Appeal,  
Federation of Malaya.

No. 13.

**ORDER granting Final Leave to Appeal.**

*In the Court  
of Appeal at  
Penang.*

IN THE SUPREME COURT OF THE FEDERATION OF MALAYA.

In the Court of Appeal at Penang.

Federation of Malaya Civil Appeal.

No. 51 of 1951.

No. 13.  
Order  
granting  
Final Leave  
to Appeal,  
dated the  
14th  
December  
1953.

Between THE FIRM of A.M.K.M.K. . . . . Appellants

and

M.R.M. PERIYANAN CHETTIAR . . . Respondent.

10 IN THE MATTER of Civil Suit No. 363 of 1950.

Between THE FIRM of A.M.K.M.K. . . . . Plaintiffs

and

M.R.M. PERIYANAN CHETTIAR . . . Defendant.

Before—

THE HONOURABLE MR. JUSTICE SPENSER-WILKINSON

This 14th day of December, 1953.

In Open Court.

20 UPON MOTION made unto the Court this day by Mr. Lim Kheng Kooi of Counsel for the Appellants above-named and UPON READING the Affidavit of Manickam Chettiar son of Somasundram Chettiar the Attorney of the Appellants affirmed to on the 4th day of December, 1953, and filed herein on the 5th day of December, 1953 AND UPON HEARING Counsel for the Appellants and for the Respondent IT IS ORDERED that final leave be granted to the Appellants to appeal to Her Majesty in Council from the Judgment of the Court of Appeal dated the 16th day of August, 1952.

Given under my hand and the seal of the Court this 14th day of December, 1953.

30

(Sgd.) P. SAMUEL,  
Senior Assistant Registrar,  
Court of Appeal,  
Federation of Malaya.

*Exhibits.***EXHIBITS.**

No. 1.  
Debit and  
Credit  
Current  
Account of  
Respondent  
in books of  
Appellants.

**No. 1.****DEBIT AND CREDIT CURRENT ACCOUNT of Respondent in Books of Appellants.**

Translation of a Tamil Account Book pages 235, 236, 237, 238, 239,  
240 and 242.

C.S. 363 of 50. Translation No. 111 of 51. Folio 40. Fees \$41.00.

**DEBIT AND CREDIT CURRENT ACCOUNT OF M.R.M.**

			CREDIT	DEBIT	
			\$	\$	
			cts.	cts.	
Visu year	1	Debit as on current date. As per			10
Arppisi		previous account \$41853-91½.			
17.10.41		Cash given \$46-08½ total .. .. .		41900-00	
		Immediate credit .. .. .	3000-00		
18.10.41	2	Debit .. .. .		900-00	
21.10.41	5	Credit .. .. .	100-00		
23.10.41	7	Credit .. .. .	11100-00		
24.10.41	8	Debit .. .. .		12200-00	
27.10.41	11	Credit .. .. .	400-00		
29.10.41	13	Debit .. .. .		1500-00	
30.10.41	14	Credit .. .. .	9900-00		20
31.10.41	15	Credit .. .. .	100-00		
1.11.41	16	Credit .. .. .	1800-00		
3.11.41	18	Debit .. .. .		7300-00	
4.11.41	19	Credit .. .. .	14300-00		
5.11.41	20	Credit .. .. .	17200-00		
6.11.41	21	Credit .. .. .	4400-00		
7.11.41	22	Debit .. .. .		27700-00	
8.11.41	23	Credit .. .. .	10700-00		
10.11.41	25	Debit .. .. .		23900-00	
11.11.41	26	Credit .. .. .	14000-00		30
12.11.41	27	Debit .. .. .		16000-00	
13.11.41	28	Credit .. .. .	6500-00		
14.11.41	29	Debit .. .. .		6500-00	
15.11.41	30	Credit .. .. .	16100-00		
18.11.41					
Karthigai	3	Credit .. .. .	27500-00		
20.11.41	5	Debit .. .. .		5300-00	
21.11.41	6	Debit .. .. .		11300-00	
22.11.41	7	Credit .. .. .	12600-00		
24.11.41	9	Debit .. .. .		17800-00	40
25.11.41	10	Debit 1 cheque for \$14200/- and note \$8400/- total .. .. .		22600-00	
26.11.41	11	Debit .. .. .		1500-00	
27.11.41	12	Credit .. .. .	25200-00		
28.11.41	13	Debit .. .. .		23400-00	
30.11.41	15	Debit .. .. .		500-	

				CREDIT		DEBIT		<i>Exhibits.</i> No. 1. Debit and Credit Current Account of Respondent in books of Appellants, <i>continued.</i>
				\$	cts.	\$	cts.	
	2.12.41	17	Debit	..	..	..	..	2200-00
	3.12.41	18	Credit	..	..	..	..	
	4.12.41	19	Credit	..	..	..	..	
	5.12.41	20	Credit	..	..	..	..	
	6.12.41	21	Debit	..	..	..	..	3200-00
	8.12.41	23	Debit	..	..	..	..	3000-00
	9.12.41	24	Credit	..	..	..	..	
<b>10</b>	Margali							
	8. 1.42	25	Credit	..	..	..	..	500-00
	Thai							
	3. 2.42	21	Credit	..	..	..	..	100-00
	11. 2.42	29	Credit	..	..	..	..	200-00
	Masi							
	20. 2.42	9	Credit	..	..	..	..	700-00
	13. 3.42	30	Debit	..	..	..	..	900-00
	Panguni							
	20. 3.42	7	Credit	..	..	..	..	300-00
<b>20</b>	12. 4.42	30	Debit	..	..	..	..	500-00
			Immediate credit Current Interest					
			as per interest reckoning from 1st					
			Arppisi current year to current					
			date \$634-68½ and balance of prin-					
			cipal \$50300/- as on 1st Chettarai,					
			Sittarabanu year as per subsequent					
			account, total .. .. .			50934-68½		
			Immediate debit aforesaid interest ..					634-68½
			Account balanced.					
<b>30</b>	Visu year							
	Panguni							
	12. 4.42	30	Debit as on 1st Chettarai, Sittabanu					
			year as per previous account					
			\$50934-68½ and cash given \$65-31½					
			total .. .. .					51000-00
	Sittarabanu year							
	Chettarai							
	11. 5.42	29	Debit	..	..	..	..	400-00
	13. 5.42	31	Debit	..	..	..	..	300-00
<b>40</b>	Vaigasi							
	14. 5.42	1	Debit	..	..	..	..	500-00
	17. 5.42	4	Credit	..	..	..	..	1600-00
	23. 5.42	10	Debit	..	..	..	..	200-00
	27. 5.42	14	Credit	..	..	..	..	400-00
	31. 5.42	18	Credit	..	..	..	..	400-00
	3. 6.42	21	Debit	..	..	..	..	200-00
	8. 6.42	26	Credit	..	..	..	..	1500-00
	Auni							
	15. 6.42	1st	Credit	..	..	..	..	100-00
<b>50</b>	18. 6.42	4	Debit	..	..	..	..	200-00

<i>Exhibits.</i>									CREDIT	DEBIT		
No. 1.									\$	cts.	\$	cts.
Debit and	20.	6.42	6	Debit	..	..	..	..	..		300-00	
Credit	23.	6.42	9	Debit	..	..	..	..	..		2700-00	
Current	27.	6.42	13	Debit	..	..	..	..	..		2100-00	
Account of	7	7.42	23	Debit	..	..	..	..	..		200-00	
Respondent	10.	7.42	26	Debit	..	..	..	..	..		300-00	
in books of	14.	7.42	30	Debit	..	..	..	..	..		100-00	
Appellants,	15.	7.42	31st	Debit	..	..	..	..	..		200-00	
<i>continued.</i>												
<b>Audi</b>												<b>10</b>
	18.	7.42	3	Debit	..	..	..	..	..		300-00	
	28.	7.42	13	Credit	..	..	..	..	..	100-00		
	4.	8.42	20	Credit	..	..	..	..	..	1800-00		
	6.	8.42	22	Credit	..	..	..	..	..	200-00		
	10.	8.42	26	Credit	..	..	..	..	..	300-00		
	16.	8.42	32	Debit	..	..	..	..	..		300-00	
<b>Avani</b>												
	18.	8.42	2	Credit	..	..	..	..	..	900-00		
	19.	8.42	3	Credit	..	..	..	..	..	400-00		
	20.	8.42	4	Credit	..	..	..	..	..	5900-00		<b>20</b>
	22.	8.42	6	Credit	..	..	..	..	..	1900-00		
	24.	8.42	8	Credit	..	..	..	..	..	400-00		
	25.	8.42	9	Debit	..	..	..	..	..		200-00	
	27.	8.42	11	Credit	..	..	..	..	..	100-00		
	29.	8.42	13	Credit	..	..	..	..	..	2000-00		
	31.	8.42	15	Credit	..	..	..	..	..	200-00		
	2.	9.42	17	Debit	..	..	..	..	..		600-00	
	3.	9.42	18	Debit	..	..	..	..	..		200-00	
	4.	9.42	19	Credit	..	..	..	..	..	100-00		
	5.	9.42	20	Credit	..	..	..	..	..	1100-00		<b>30</b>
	8.	9.42	23	Credit	..	..	..	..	..	1200-00		
	9.	9.42	24	Credit	..	..	..	..	..	600-00		
	10.	9.42	25	Debit	..	..	..	..	..		2900-00	
	14.	9.42	29	Credit	..	..	..	..	..	1400-00		
	16.	9.42	31	Debit	..	..	..	..	..		1000-00	
<b>Purattarsi</b>												
	17.	9.42	1	Debit	..	..	..	..	..		2600-00	
	18.	9.42	2	Debit	..	..	..	..	..		300-00	
	19.	9.42	3	Debit	..	..	..	..	..		50-00	
	21.	9.42	5	Credit	..	..	..	..	..	750-00		<b>40</b>
	22.	9.42	6	Credit	..	..	..	..	..	100-		
	28.	9.42	12	Credit	..	..	..	..	..	800-00		
	29.	9.42	13	Debit	..	..	..	..	..		100-00	
	30.	9.42	14	Credit	..	..	..	..	..	300-00		
	1.	10.42	15	Credit	..	..	..	..	..	1700-00		
	2.	10.42	16	Credit	..	..	..	..	..	900-00		
	3.	10.42	17	Debit	..	..	..	..	..		100-	
	5.	10.42	19	Credit	..	..	..	..	..	12000-00		
	6.	10.42	20	Credit	..	..	..	..	..	5700-00		
	7.	10.42	21	Credit	..	..	..	..	..	400-00		<b>50</b>
	9.	10.42	23	Credit	..	..	..	..	..	700-00		

			CREDIT	DEBIT	<i>Exhibits.</i>
			\$ cts.	\$ cts.	---
	10.10.42	24	Credit .. .. .	400-00	No. 1.
	14.10.42	28	Debit .. .. .		Debit and
	16.10.42	30	Credit .. .. .	1300-00	Credit
	Arppisi				Current
	17.10.42	1st	Credit as per subsequent account ..	19800-00	Account of
	19.10.42	3	Credit Current Interest received as per interest reckoning from 1st Chettarai, current year to 30th of previous month .. .. .	557-41	Respondent in books of Appellants, <i>continued.</i>
10			Immediate debit aforesaid interest ..		
			Account balanced.		
	Sittarabanu				
	Arppisi				
	17.10.42	1	Debit as per previous account ..	19800-00	
	19.10.42	3	Debit as on 1st .. .. . This is also debit .. .. .	500-00 100-00	
	20.10.42	4	Credit .. .. .	1100-00	
20	21.10.42	5	Debit .. .. .	300-00	
	22.10.42	6	Credit .. .. .	600-00	
	23.10.42	7	Debit .. .. .	700-00	
	24.10.42	8	Debit .. .. .	100-00	
	26.10.42	10	Credit .. .. .	200-00	
	29.10.42	13	Credit .. .. .	100-00	
	31.10.42	15	Debit .. .. .	100-00	
	2.11.42	17	Credit .. .. .	4000-00	
	4.11.42	19	Debit .. .. .	4150-00	
	5.11.42	20	Debit .. .. .	1000-00	
30	10.11.42	25	Credit .. .. .	100-00	
	11.11.42	26	Credit .. .. .	100-00	
	12.11.42	27	Credit .. .. .	1000-00	
	13.11.42	28	Debit .. .. .	100-00	
	14.11.42	29	Credit .. .. .	400-00	
	15.11.42	30	Debit .. .. .	200-00	
	Karithigai				
	16.11.42	1	Credit .. .. .	2200-00	
	17.11.42	2	Credit .. .. .	1200-00	
	18.11.42	3	Debit .. .. .	1400-00	
40	19.11.42	4	Debit .. .. .	400-00	
	20.11.42	5	Credit .. .. .	200-00	
	25.11.42	10	Debit .. .. .	1300-00	
	26.11.42	11	Credit .. .. .	200-00	
	27.11.42	12	Credit .. .. .	200-00	
	30.11.42	15	Credit .. .. .	200-00	
	2.12.42	17	Debit .. .. .	400-00	
	3.12.42	18	Debit .. .. .	600-00	
	4.12.42	19	Credit .. .. .	100-00	
	5.12.42	20	Debit .. .. .	700-00	
50	7.12.42	22	Credit .. .. .	100-00	

<i>Exhibits.</i>									CREDIT	DEBIT		
No. 1.									\$	cts.	\$	cts.
Debit and	9.12.42	24	Credit	..	..	..	..	..	100-00			
Credit	10.12.42	25	Credit	..	..	..	..	..	3300-00			
Current	14.12.42	29	Credit	..	..	..	..	..	200-00			
Account of	15.12.42	30	Debit	..	..	..	..	..			200-00	
Respondent												
in books of	Margali											
Appellants,	16.12.42	1	Debit	..	..	..	..	..			300-00	
<i>continued.</i>	17.12.42	2	Debit	..	..	..	..	..			800-00	
	18.12.42	3	Credit	..	..	..	..	..	15000-00			10
	21.12.42	6	Debit	..	..	..	..	..			500-00	
	22.12.42	7	Credit	..	..	..	..	..	1300-00			
	24.12.42	9	Debit	..	..	..	..	..			800-00	
	28.12.42	13	Debit	..	..	..	..	..			800-00	
	29.12.42	14	Credit	..	..	..	..	..	1700-00			
	2. 1.43	18	Credit	..	..	..	..	..	100-00			
	4. 1.43	20	Credit	..	..	..	..	..	1550-00			
	7. 1.43	23	Credit	..	..	..	..	..	1500-00			
	9. 1.43	25	Credit	..	..	..	..	..	3400-00			
	11. 1.43	27	Debit	..	..	..	..	..			2100-00	20
	12. 1.43	28	Credit	..	..	..	..	..	2500-00			
	13. 1.43	29	Credit	..	..	..	..	..	500-00			
	Thai											
	15. 1.43	2	Credit	..	..	..	..	..	2900-00			
	16. 1.43	3	Credit	..	..	..	..	..	2000-00			
	18. 1.43	5	Credit	..	..	..	..	..	600-00			
	19. 1.43	6	Debit	..	..	..	..	..			100-00	
	23. 1.43	10	Debit	..	..	..	..	..			2200-00	
	25. 1.43	12	Debit	..	..	..	..	..			600-00	
	26. 1.43	13	Credit	..	..	..	..	..	300-00			30
	27. 1.43	14	Credit	..	..	..	..	..	100-00			
	28. 1.43	15	Debit	..	..	..	..	..			100-00	
	1. 2.43	19	Debit	..	..	..	..	..			2100-00	
	2. 2.43	20	Debit	..	..	..	..	..			100-00	
	3. 2.43	21	Credit	..	..	..	..	..	100-00			
	5. 2.43	23	Credit	..	..	..	..	..	400-00			
	8. 2.43	26	Credit	..	..	..	..	..	7500-00			
	10. 2.43	28	Debit	..	..	..	..	..			100-00	
	Masi											
	12. 2.43	1	Debit	..	..	..	..	..			3100-00	40
	13. 2.43	2	Debit	..	..	..	..	..			100-00	
	16. 2.43	5	Debit	..	..	..	..	..			1100-00	
	17. 2.43	6	Credit	..	..	..	..	..	1900-00			
	18. 2.43	7	Credit	..	..	..	..	..	1500-00			
	19. 2.43	8	Debit	..	..	..	..	..			900-00	
	20. 2.43	9	Debit	..	..	..	..	..			100-00	
	22. 2.43	11	Debit	..	..	..	..	..			3000-00	
	23. 2.43	12	Credit	..	..	..	..	..	100-00			
	24. 2.43	13	Debit	..	..	..	..	..			4500-00	
	25. 2.43	14	Debit	..	..	..	..	..			200-00	50
	26. 2.43	15	Debit	..	..	..	..	..			1800-00	

			CREDIT	DEBIT	<i>Exhibits.</i>
			\$ cts.	\$ cts.	—
	27 2.43	16	Credit .. .. .	800-00	No. 1. Debit and Credit Current Account of Respondent in books of Appellants, <i>continued.</i>
	1. 3.43	18	Credit as on 17th of current month ..	2000-00	
			This is also credit as on current date	600-00	
	3. 3.43	20	Debit .. .. .	500-00	
	4. 3.43	21	Debit .. .. .	2700-00	
	5. 3.43	22	Debit .. .. .	200-00	
	8. 3.43	25	Debit .. .. .	3100-00	
10	Panguni				
	6. 4.43	24	Debit .. .. .	7100-00	
	7. 4.43	25	Debit .. .. .	2100-00	
	9. 4.43	27	Debit .. .. .	100-00	
	10. 4.43	28	Credit .. .. .	200-00	
	13. 4.43	31	Debit .. .. .	600-00	
			Immediate credit. Interest received as per interest reckoning from 1st Arppisi current year to current date \$48-77½ and as on 1st Chet- tarai Subanu year as per subsequent account \$9700/- total .. ..	9748-77½	
20			Immediate debit aforesaid interest account balanced .. .. .	48-77½	
	Sittarabanu Panguni				
	13. 4.43	31	Debit as on 1st Chettarai Subanu year as per previous account .. ..	9700-00	
	Subanu Chettarai				
30	14. 4.43	1	Debit .. .. .	26600-00	
	15. 4.43	2	Credit .. .. .	1700-00	
	17. 4.43	4	Debit .. .. .	1000-00	
	19. 4.43	6	Credit .. .. .	500-00	
	22. 4.43	9	Credit .. .. .	100-00	
	26. 4.43	13	Debit .. .. .	1000-00	
	28. 4.43	15	Credit .. .. .	200-00	
	1. 5.43	18	Credit .. .. .	100-00	
	4. 5.43	21	Credit as on current date .. ..	200-00	
			Immediate debit as on 9th of current month .. .. .	3000-00	
40	7. 5.43	24	Credit .. .. .	400-00	
	8. 5.43	25	Credit .. .. .	100-00	
	10. 5.43	27	Credit .. .. .	200-00	
	11. 5.43	28	Credit .. .. .	100-00	
	13. 5.43	30	Credit .. .. .	4000-00	
	14. 5.43	31	Debit .. .. .	400-00	
	Vaigasi				
	15. 5.43	1	Credit .. .. .	100-00	
	25. 5.43	11	Credit .. .. .	200-00	
50	26. 5.43	12	Credit .. .. .	100-00	
	27. 5.43	13	Debit .. .. .	19800-00	

<i>Exhibits.</i>				CREDIT	DEBIT		
No. 1.				\$	\$		
Debit and Credit				cts.	cts.		
	28.	5.43	14	Debit .. .. .		800-00	
	29.	5.43	15	Credit .. .. .	1200-00		
	31.	5.43	17	Debit as on 13th of current month ..		600-00	
				Immediate credit as on current date	100-00		
Account of Respondent in books of Appellants, continued.	1.	6.43	18	Credit .. .. .	5300-00		
	2.	6.43	19	Debit .. .. .		1000-00	
	3.	6.43	20	Debit .. .. .		1100-00	
	4.	6.43	21	Debit .. .. .		1100-00	10
	5.	6.43	22	Debit .. .. .		300-00	
	7.	6.43	24	Credit .. .. .	2000-00		
	8.	6.43	25	Credit .. .. .	2100-00		
	10.	6.43	27	Credit .. .. .	300-00		
	11.	6.43	28	Credit .. .. .	1900-00		
	12.	6.43	29	Credit .. .. .	8700-00		
	14.	6.43	31	Credit .. .. .	2300-00		
<b>Auni</b>							
	15.	6.43	1	Credit .. .. .	1000-00		
	17.	6.43	3	Credit .. .. .	6100-00		20
	19.	6.43	5	Debit .. .. .		8800-00	
	21.	6.43	7	Debit .. .. .		400-00	
	22.	6.43	8	Credit .. .. .	100-00		
	23.	6.43	9	Debit .. .. .		3800-00	
	24.	6.43	10	Credit .. .. .	300-00		
	25.	6.43	11	Debit .. .. .		4900-00	
	26.	6.43	12	Debit .. .. .		3300-00	
	28.	6.43	14	Debit .. .. .		200-00	
	30.	6.43	16	Credit .. .. .	100-00		
	1.	7.43	17	Debit .. .. .		500-00	30
	2.	7.43	18	Debit .. .. .		1000-00	
	3.	7.43	19	Credit .. .. .	900-00		
	5.	7.43	21	Debit .. .. .		50-00	
	7.	7.43	23	Debit .. .. .		3000-00	
	8.	7.43	24	Debit .. .. .		300-00	
	10.	7.43	26	Debit .. .. .		1100-00	
	12.	7.43	28	Credit .. .. .	100-00		
				Immediate debit as on 27th of current month .. .. .		5000-00	
	13.	7.43	29	Credit .. .. .	10200-00		40
	14.	7.43	30	Debit .. .. .		100-00	
	15.	7.43	31	Credit .. .. .	100-00		
	16.	7.43	32	Debit .. .. .		50000-00	
<b>Audi</b>							
	17.	7.43	1	Credit .. .. .	1300-00		
	19.	7.43	3	Debit .. .. .		1300-00	
	21.	7.43	5	Credit .. .. .	1500-00		
	22.	7.43	6	Credit .. .. .	100-00		
	23.	7.43	7	Debit .. .. .		2900-00	
	24.	7.43	8	Credit .. .. .	6100-00		50
	26.	7.43	10	Debit .. .. .		1700-00	

				CREDIT		DEBIT		<i>Exhibits.</i> No. 1. Debit and Credit Current Account of Respondent in books of Appellants, <i>continued.</i>
				\$	cts.	\$	cts.	
	27. 7.43	11	Credit	..	..	100-00		
	28. 7.43	12	Credit	..	..	2000-00		
	29. 7.43	13	Debit	..	..		1400-00	
	31. 7.43	15	Debit	..	..		1500-00	
	2. 8.43	17	Debit	..	..		2900-00	
	3. 8.43	18	Debit	..	..		1100-00	
	5. 8.43	20	Credit	..	..	900-00		
10	6. 8.43	21	Credit	..	..	900-00		
	7. 8.43	22	Credit	..	..	100-00		
	9. 8.43	24	Credit	..	..	1600-00		
	10. 8.43	25	Credit	..	..	100-00		
	11. 8.43	26	Debit	..	..		2800-00	
	12. 8.43	27	Credit	..	..	100-00		
	13. 8.43	28	Credit	..	..	300-00		
	14. 8.43	29	Credit	..	..	2500-00		
	16. 8.43	31	Debit	..	..		300-00	
<i>Avani</i>								
20	17. 8.43	1	Debit	..	..		600-00	
	18. 8.43	2	Credit	..	..	9000-00		
	19. 8.43	3	Debit	..	..		400-00	
	20. 8.43	4	Credit	..	..	5000-00		
	23. 8.43	7	Credit	..	..	1100-00		
	24. 8.43	8	Debit	..	..		1000-00	
	25. 8.43	9	Credit	..	..	3200-00		
	26. 8.43	10	Credit	..	..	20000-00		
	27. 8.43	11	Credit	..	..	7700-00		
	28. 8.43	12	Credit	..	..	10300-00		
30	30. 8.43	14	Credit	..	..	5800-00		
	31. 8.43	15	Credit	..	..	100-00		
	1. 9.43	16	Credit	..	..	2100-00		
	2. 9.43	17	Credit	..	..	100-00		
	3. 9.43	18	Credit	..	..	100-00		
	6. 9.43	21	Credit	..	..	7200-00		
	7. 9.43	22	Credit	..	..	100-00		
	9. 9.43	24	Debit	..	..		1000-00	
	13. 9.43	28	Debit	..	..		100-00	
	14. 9.43	29	Credit	..	..	2100-00		
40	15. 9.43	30	Credit	..	..	8350-00		
	16. 9.43	31	Debit	..	..		25900-00	
<i>Purattasi</i>								
	17. 9.43	1	Debit	..	..		300-00	
	18. 9.43	2	Credit	..	..	100-00		
	21. 9.13	5	Credit	..	..	200-00		
	27. 9.43	11	Credit	..	..	100-00		
	28. 9.43	12	Credit	..	..	3000-00		
	30. 9.43	14	Credit	..	..	100-00		
	5.10.43	19	Credit	..	..	100-00		
50	6.10.43	20	Credit	..	..	2000-00		
	7.10.43	21	Credit	..	..	100-00		

<i>Exhibits.</i>								CREDIT	DEBIT		
<u>No. 1.</u>								\$	cts.	\$	cts.
Debit and	8.10.43	22	Credit	..	..	..	..	200-00			
Credit	9.10.43	23	Credit	..	..	..	..	200-00			
Current	11.10.43	25	Debit	..	..	..	..		600-00		
Account of	12.10.43	26	Credit	..	..	..	..	2000-00			
Respondent	14.10.43	28	Credit	..	..	..	..	100-00			
in books of											
Appellants,	Arppisi										
<i>continued.</i>											
	18.10.43	1	Credit	..	..	..	..	2850-00			
	19.10.43	2	Credit	..	..	..	..	3100-00		10	
	21.10.43	4	Credit	..	..	..	..	100-00			
	26.10.43	9	Debit	..	..	..	..		50-00		
	27.10.43	12	Credit	..	..	..	..	100-00			
	30.10.43	13	Debit	..	..	..	..		4500-00		
	2.11.43	16	Credit	..	..	..	..	100-00			
	6.11.43	20	Credit	..	..	..	..	200-00			
	8.11.43	22	Credit	..	..	..	..	200-00			
	9.11.43	23	Credit	..	..	..	..	100-00			
	10.11.43	24	Credit	..	..	..	..	2000-00			
	12.11.43	26	Credit	..	..	..	..	100-00		20	
	15.11.43	29	Credit	..	..	..	..	800-00			
	Kathigai										
	16.11.43	1	Credit	..	..	..	..	1500-00			
	17.11.43	2	Credit	..	..	..	..	200-00			
	18.11.43	3	Debit	..	..	..	..		100-00		
	19.11.43	4	Credit	..	..	..	..	3100-00			
	24.11.43	9	Credit	..	..	..	..	1700-00			
	26.11.43	11	Credit	..	..	..	..	300-00			
	27.11.43	12	Debit	..	..	..	..		100-00		
	29.11.43	14	Credit	..	..	..	..	100-00		30	
	1.12.43	16	Credit	..	..	..	..	100-00			
	2.12.43	17	Credit	..	..	..	..	1200-00			
	4.12.43	19	Debit	..	..	..	..		200-00		
	6.12.43	21	Credit	..	..	..	..	100-00			
	9.12.43	24	Credit	..	..	..	..	2100-00			
	11.12.43	26	Credit	..	..	..	..	3700-00			
	14.12.43	29	Debit	..	..	..	..		500-00		
	15.12.43	30	Debit	..	..	..	..		5750-00		
	Margali										
	16.12.43	1	Debit	..	..	..	..		15900-00	40	
	18.12.43	3	Debit	..	..	..	..		5000-00		
	20.12.43	5	Credit	..	..	..	..	100-00			
	22.12.43	7	Credit	..	..	..	..	100-00			
	28.12.43	13	Credit	..	..	..	..	50-00			
	29.12.43	14	Credit	..	..	..	..	500-00			
	4. 1.44	20	Credit	..	..	..	..	300-00			
	6. 1.44	22	Credit	..	..	..	..	100-00			
	10. 1.44	26	Credit	..	..	..	..	100-00			
	13. 1.44	29	Debit	..	..	..	..		100-00		

		CREDIT		DEBIT		<i>Exhibits.</i> No. 1.
		\$	cts.	\$	cts.	
	Thai					Debit and Credit Current Account of Respondent in books of Appellants, <i>continued.</i>
	15. 1.44	2	Credit .. .. .	100-00		
	19. 1.44	6	Credit .. .. .	200-00		
	20. 1.44	7	Credit .. .. .	400-00		
	21. 1.44	8	Debit .. .. .		500-00	
	31. 1.44	18	Debit .. .. .		2350-00	
	3. 2.44	21	Debit .. .. .		2950-00	
10	4. 2.44	22	Credit .. .. .	100-00		
	5. 2.44	23	Credit .. .. .	100-00		
	7. 2.44	25	Credit .. .. .	5000-00		
	12. 2.44	30	Debit .. .. .		4900-00	
	Masi					
	14. 2.44	2	Debit .. . . .		100-00	
	16. 2.44	4	Credit .. .. .	200-00		
	18. 2.44	6	Credit .. . . .	6100-00		
	19. 2.44	7	Credit .. .. .	200-00		
	21. 2.44	9	Debit .. .. .		300-00	
20	22. 2.44	10	Credit .. .. .	2000-00		
	23. 2.44	11	Credit .. .. .	100-00		
	24. 2.44	12	Debit .. . . .		2500-00	
	25. 2.44	13	Credit .. .. .	2000-00		
	29. 2.44	17	Debit .. .. .		2500-00	
	3. 3.44	20	Credit .. .. .	1300-00		
	6. 3.44	23	Credit .. .. .	200-00		
	8. 3.44	25	Credit .. .. .	200-00		
	11. 3.44	28	Credit .. .. .	100-00		
	13. 3.44	30	Debit .. .. .		3200-00	
30	Panguni					
	14. 3.44	1	Credit .. .. .	2300-00		
	17. 3.44	4	Credit .. .. .	1500-00		
	21. 3.44	8	Credit .. .. .	1800-00		
	22. 3.44	9	Credit .. .. .	1000-00		
	27. 3.44	14	Credit as on current date .. ..	700-00		
			Immediate debit as on 21st of Masi month .. .. .		400-00	
	31. 3.44	18	Debit as on 25th of Masi .. ..		1000-00	
	4. 4.44	22	Debit as on 24th of Masi .. ..		700-00	
40			This is also debit as on current date		33400-00	
	5. 4.44	23	Credit .. .. .	100-00		
	6. 4.44	24	Credit .. .. .	600-00		
	12. 4.44	30	Credit. Compound interest on cur- rent account for 12 months as per interest reckoning from 1st Chettarai current year to current date \$1051-77 and balance of princi- pal \$71600-00 as on 1st Chettarai, Tharuna year total .. ..	72651-77		
50			Immediate debit aforesaid interest ..		1051-77	
			Account balanced			

<i>Echibits.</i>								CREDIT	DEBIT		
								\$	cts.	\$	cts.
No. 1.	Subanu year										
Debit and	Panguni										
Credit	12. 4.44	30	Debit as on 1st Chettarai, Tharuna							72600-00	
Current			year	..	..	..	..	..			
Account of	Tharuna year										
Respondent	Chettarai										
in books of	14. 4.44	2	Credit	..	..	..	..	..	500-00		
Appellants,	18. 4.44	6	Credit	..	..	..	..	..	4000-00	10	
<i>continued.</i>	21. 4.44	9	Credit	..	..	..	..	..	3000-00		
	22. 4.44	10	Credit	..	..	..	..	..	5400-00		
	24. 4.44	12	Debit	..	..	..	..	..		500-00	
	1. 5.44	19	Credit	..	..	..	..	..	4900-00		
	2. 5.44	20	Credit	..	..	..	..	..	5000-00		
	3. 5.44	21	Credit	..	..	..	..	..	5100-00		
	6. 5.44	24	Credit	..	..	..	..	..	5000-00		
	8. 5.44	26	Credit	..	..	..	..	..	4800-00		
	10. 5.44	28	Credit	..	..	..	..	..	300-00		
	11. 5.44	29	Credit	..	..	..	..	..	2000-00	20	
	13. 5.44	31	Debit	..	..	..	..	..		100-00	
	Vaigasi										
	15. 5.44	2	Credit	..	..	..	..	..	5300-00		
	16. 5.44	3	Debit	..	..	..	..	..		900-00	
	17. 5.44	4	Credit	..	..	..	..	..	100-00		
	18. 5.44	5	Credit	..	..	..	..	..	2700-00		
	20. 5.44	7	Credit	..	..	..	..	..	800-00		
	22. 5.44	9	Debit	..	..	..	..	..		1500-00	
	23. 5.44	10	Credit	..	..	..	..	..	16000-00		
	24. 5.44	11	Credit	..	..	..	..	..	100-00	30	
	26. 5.44	13	Debit	..	..	..	..	..		3500-00	
	3. 6.44	21	Credit	..	..	..	..	..	5100-00		
	7. 6.44	25	Debit	..	..	..	..	..		3000-00	
	9. 6.44	27	Credit	..	..	..	..	..	200-00		
	13. 6.44	31	Debit as on 26th of current month ..							300-00	
	Auni										
	14. 6.44	1	Credit	..	..	..	..	..	100-00		
	16. 6.44	3	Debit	..	..	..	..	..		13600-00	
	17. 6.44	4	Debit	..	..	..	..	..		2500-00	
	19. 6.44	6	Debit	..	..	..	..	..		10000-00	
	20. 6.44	7	Debit	..	..	..	..	..		4900-00	
	21. 6.44	8	Debit	..	..	..	..	..		5300-00	
	22. 6.44	9	Debit	..	..	..	..	..		300-00	
	23. 6.44	10	Debit	..	..	..	..	..		11000-00	
	24. 6.44	11	Debit	..	..	..	..	..		5000-00	
	26. 6.44	13	Credit	..	..	..	..	..	700-00		
	27. 6.44	14	Debit	..	..	..	..	..		51300-00	
	28. 6.44	15	Debit	..	..	..	..	..		10000-00	
	30. 6.44	17	Debit	..	..	..	..	..		9900-00	
	3. 7.44	20	Debit	..	..	..	..	..		5200-00	
	6. 7.44	23	Debit	..	..	..	..	..		5100-00	

				CREDIT		DEBIT		<i>Exhibits.</i> — No. 1.	
				\$	cts.	\$	cts.		
	8.	7.44	25	Credit	..	..	..	1200-00	Debit and Credit Current Account of Respondent in books of Appellants, <i>continued.</i>
	10.	7.44	27	Debit	..	..	..	8200-00	
	11.	7.44	28	Credit	..	..	..	100-00	
	13.	7.44	30	Credit	..	..	..	100-00	
	15.	7.44	32	Debit	..	..	..	200-00	
	Audi								
	17.	7.44	2	Credit	..	..	..	200-00	
10	18.	7.44	3	Debit	..	..	..	100-00	
	19.	7.44	4	Credit	..	..	..	100-00	
	26.	7.44	11	Credit	..	..	..	9000-00	
	28.	7.44	13	Credit	..	..	..	4900-00	
	29.	7.44	14	Credit	..	..	..	5000-00	
	31.	7.44	16	Debit	..	..	..	1400-00	
	2.	8.44	18	Credit	..	..	..	2000-00	
	3.	8.44	19	Credit	..	..	..	5000-00	
	7.	8.44	23	Credit	..	..	..	2700-00	
	15.	8.44	31	Credit	..	..	..	100-00	
20	Avani								
	19.	8.44	4	Credit	..	..	..	7100-00	
	28.	8.44	13	Credit	..	..	..	3000-00	
	29.	8.44	14	Credit	..	..	..	7500-00	
	30.	8.44	15	Credit	..	..	..	5000-00	
	1.	9.44	17	Credit	..	..	..	3100-00	
	6.	9.44	22	Credit	..	..	..	22500-00	
	9.	9.44	25	Credit	..	..	..	1300-00	
	11.	9.44	27	Credit	..	..	..	18700-00	
	15.	9.44	31	Debit	..	..	..	100-00	
30	Purattasi								
	16.	9.44	1	Debit	..	..	..	2000-00	
	22.	9.44	7	Credit	..	..	..	2000-00	
	25.	9.44	10	Credit	..	..	..	300-00	
	5.10.44		20	Debit	..	..	..	4400-00	
	6.10.44		21	Credit	..	..	..	2000-00	
	9.10.44		24	Credit	..	..	..	3000-00	
	12.10.44		27	Debit	..	..	..	2300-00	
	13.10.44		28	Debit	..	..	..	5000-00	
	16.10.44		31	Debit	..	..	..	500-00	
40				Immediate credit.					
				Interest from 1st Chettarai, current year to current date as per interest reckoning \$906.94 and balance of principal as per subsequent account \$63700/- total .. .. .		64606.94			
				Immediate debit aforesaid interest ..			906.94		
				Account balanced.					
	Tharuna year			31	Debit as on 1st Arppisi .. ..		63700-00		
50	Purattasi								
	16.10.44			This is also debit as on 1st Arppisi ..			400-00		

<i>Exhibits.</i>								CREDIT	DEBIT		
No. 1.								\$	cts.	\$	cts.
Debit and	Arppisi										
Credit	18.10.44	2	Credit	..	..	..	..	27900-00			
Current	20.10.44	4	Debit	..	..	..	..		5000-00		
Account of	24.10.44	8	Debit	..	..	..	..		2000-00		
Respondent	30.10.44	14	Debit	..	..	..	..		2000-00		
in books of	31.10.44	15	Debit	..	..	..	..		10000-00		
Appellants,	7.11.44	22	Credit	..	..	..	..	3000-00			
<i>continued.</i>	15.11.44	30	Debit	..	..	..	..		200-00	10	
	Karthigai										
	24.11.44	9	Credit	..	..	..	..	5600-00			
	5.12.44	20	Credit	..	..	..	..	1700-00			
	9.12.44	24	Credit	..	..	..	..	7000-00			
	12.12.44	27	Debit	..	..	..	..		1500-00		
	13.12.44	28	Debit	..	..	..	..		5000-00		
	Margali										
	16.12.44	2	Debit	..	..	..	..		4900-00		
	19.12.44	5	Debit	..	..	..	..		10000-00		
	26.12.44	12	Debit	..	..	..	..		1500-00	20	
	30.12.44	16	Debit	..	..	..	..		8000-00		
	2. 1.45	19	Debit	..	..	..	..		45300-00		
	6. 1.45	23	Credit	..	..	..	..	700-00			
	12. 1.45	29	Debit	..	..	..	..		5000-00		
	13. 1.45	30	Debit	..	..	..	..		1300-00		
	Thai										
	15. 1.45	2	Credit	..	..	..	..	3500-00			
	19. 1.45	6	Credit	..	..	..	..	37400-00			
	22. 1.45	9	Credit	..	..	..	..	50000-00			
	23. 1.45	10	Debit	..	..	..	..		300-00	30	
	24. 1.45	11	Debit	..	..	..	..		21900-00		
	27. 1.45	14	Debit	..	..	..	..		7500-00		
	29. 1.45	15	Credit	..	..	..	..	3000-00			
	30. 1.45	17	Credit	..	..	..	..	34900-00			
	31. 1.45	18	Credit	..	..	..	..	9600-00			
	5. 2.45	23	Debit	..	..	..	..		700-00		
	6. 2.45	24	Credit	..	..	..	..	5200-00			
	7. 2.45	25	Credit	..	..	..	..	10000-00			
	8. 2.45	26	Debit	..	..	..	..		200-00		
	10. 2.45	28	Credit	..	..	..	..	14600-00		40	
	11. 2.45	29	Credit	..	..	..	..	3000-00			
	Masi										
	12. 2.45	1	Debit	..	..	..	..		100-00		
	14. 2.45	3	Credit	..	..	..	..	12000-00			
	16. 2.45	5	Debit	..	..	..	..		30000-00		
	22. 2.45	11	Debit	..	..	..	..		1700-00		
	26. 2.45	15	Credit	..	..	..	..	1300-00			
	27. 2.45	16	Debit	..	..	..	..		1400-00		

				CREDIT		DEBIT		<i>Exhibits.</i>
				\$	cts.	\$	cts.	
	2. 3.45	19	Debit .. .. .				100-00	No. 1. Debit and Credit Current Account of Respondent in books of Appellants, <i>continued.</i>
	3. 3.45	20	Debit .. .. .				100-00	
	5. 3.45	22	Debit .. .. .				300-00	
	8. 3.45	25	Credit .. .. .	15000-00				
	9. 3.45	26	Debit .. .. .				4000-00	
	12. 3.45	29	Credit .. .. .	7400-00				
	13. 3.45	30	Debit .. .. .				12200-00	
<b>10</b>	Panguri							
	14. 3.45	1	Credit .. .. .	2500-00				
	16. 3.45	3	Credit .. .. .	58900-00				
	21. 3.45	8	Credit .. .. .	10000-00				
	26. 3.45	13	Credit .. .. .	2600-00				
	27. 3.45	14	Debit .. .. .				12500-00	
	2. 4.45	20	Debit .. .. .				4900-00	
	9. 4.45	27	Debit .. .. .				59800-00	
	12. 4.45	30	Debit as on 1st Chettarai, Parthiba year for balance of principal \$3300-00 current account interest from 1st Arppisi, current year to current date received less 42 cents.				3011-58	
<b>20</b>			This is also debit aforesaid interest ..				288-42	
			Account balanced					
	Tharuna year							
	Panguni							
	12. 4.45	30	Credit as on 1st Chettarai, Parthiba year .. .. .	3300-00				
	Parthiba year							
<b>30</b>	Chettarai	4	Debit .. .. .				3000-00	
	17. 4.45	5	Credit .. .. .	9300-00				
	19. 4.45	7	Credit .. .. .	900-00				
	21. 4.45	9	Credit .. .. .	34600-00				
	26. 4.45	14	Debit .. .. .				34700-00	
	30. 4.45	18	Debit .. .. .				5400-00	
	3. 5.45	21	Debit .. .. .				400-00	
	4. 5.45	22	Credit .. .. .	300-00				
	7. 5.45	25	Debit .. .. .	10800-00				
	10. 5.45	28	Debit .. .. .				300-00	
<b>40</b>	11. 5.45	29	Debit .. .. .				600-00	
	Vaigasi							
	14. 5.45	1	Debit .. .. .				500-00	
	17. 5.45	4	Debit .. .. .				200-00	
	23. 5.45	10	Debit .. .. .				2200-00	
	24. 5.45	11	Debit .. .. .				7300-00	
	29. 5.45	16	Debit .. .. .				1100-00	
	30. 5.45	17	Credit .. .. .	1000-00				
	31. 5.45	18	Credit .. .. .	300-00				



		CREDIT	DEBIT	<i>Exhibits.</i>
		\$ cts.	\$ cts.	---
Sarvasith year Panguni 12. 4.48	30			No. 1. Debit and Credit Current Account of Respondent in books of Appellants, <i>continued.</i>
		Credit. Interest on current account as per interest reckoning from 15th Chettarai, Viya year to 31st of current month .. .. .	1.84	
		Debit aforesaid interest .. .. .		1.84
		Credit balance .. .. .	64.12	

10

Translated by me.  
Sd. S. G. SAMY  
Sworn Interpreter,  
Supreme Court, Penang.

Issued this 28th day of May 1951.

Sd. J. W. D. AMBROSE  
Senior Asst. Registrar,  
Supreme Court, Penang.

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# In the Privy Council.

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## ON APPEAL FROM THE COURT OF APPEAL OF THE FEDERATION OF MALAYA.

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BETWEEN

THE FIRM of A.M.K.M.K. . . . . *Appellants*

AND

M.RM. PERIYANAN CHETTIAR . . . . . *Respondent.*

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# RECORD OF PROCEEDINGS

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BARROW, ROGERS & NEVILL,  
WHITEHALL HOUSE,  
41 WHITEHALL,  
LONDON, S.W.1,  
*Solicitors to the Appellants.*

LAWRANCE, MESSER & CO.,  
16 COLEMAN STREET,  
LONDON, E.C.2,  
*Solicitors to the Respondent.*