

1. That the Joint Judge's decision is opposed to law as it admits in evidence a release no 23 which is on plain paper while according to Sect 10 of Regulation 18 of 1827 it can not be admitted in evidence unless duly stamped. It is more over inapplicable to the case.
2. That the document upon which the claim is founded is misconstrued. In the body of the bond the name of the debtor having been written as "from Dhondo ~~nishut~~ Nagnath nishut contractor" & it is signed by the debtor as Dhondo Nagnath, from this it is clear that the bond was executed by Dhondo & he was in the service of a contractor or he was distinguished by that name. The Joint Judge was therefore in error in ruling that he was a servant of Pampaya & he passed the bond as his agent.
3. That according to law oral evidence can not be received to alter the meaning of the bond. There being an express stipulation in the bond that the money were borrowed by the Respondent for his own private use. The Joint Judge has therefore departed from law in relieving the Respondent from liability on the ground that the money were borrowed on account of one Pampaya whose name is not even mentioned in the bond.
4. That the Joint Judge should not have ~~left~~ left undecided the question whether the money were given to Pampaya or that Dhondo was not acting in good faith.
5. That the sum in dispute was not entered by the Respondent in Pampaya's accounts & he admits that they were written by him. The Joint Judge should have therefore held that it must have been borrowed for his private use.

Bombay, Friday, 27th June 1862.

In the Sudder



Court

N^o 4355, Special
Keshworam; bin Dulajee Marwadee,
resident of Shaha-poor, Lakha Sangle } Appellant.
(Original Plaintiff) —————

Shoude Nagrath, resident of Belgaum,
Talooka Paschapor (original Defendant) } Respondent.

Rupees 188-13-4

The claim in the original suit was to recover
the sum of Rupees 188-13-4 due on a bond.

In Appeal N^o 845 of 1858, the Joint Judge of the
Zillah of Dharrwar reversed with costs on Keshworam,
the decree of the Moonsiff of Belgaum, who awarded
in favor of the claim.

Dissatisfied, Keshworam preferred a Special
Appeal in the Sudder Court urging that the Joint
Judge's decision is opposed to Law in that he has
admitted a Farkhuthy on unstamped paper as evidence
2^{ndly} that he has misconstrued the document on which
the claim is founded; 3^{rdly} that he has admitted

oral

~~६९०६६~~
~~प्राचीन काली जयचंद्र मंगल (१९१३)~~

~~जिरीया.)~~

~~२६६६३~~

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~~कुल मंगल~~

~~१० रत्नमाला रत्नमाला रत्नमाला~~

~~४ रत्नमाला रत्नमाला रत्नमाला~~

~~६६ रत्नमाला रत्नमाला रत्नमाला~~

~~६६ रत्नमाला रत्नमाला रत्नमाला~~

~~२ रत्नमाला रत्नमाला रत्नमाला~~

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~~प्राचीन काली जयचंद्र मंगल~~

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"True Translation"
Baruegton
1st Assistant Registrar