

The plaintiff-purchaser, after the expiry of the thirty days for objections, was in the same position as a purchaser who has arrived at the stage provided for in section 286 of Civil Procedure Code, and if in either case the result of the sale (and, under the Code, its confirmation) has been the entire satisfaction of the claim, the action is no longer " pending " and within the provisions of section 3. This procedure to execution terminated under No. 4 of 1867 on the expiry of the thirtieth day, when the sale was not challenged, and did not continue thereafter, viz., till confirmation of sale as under the Code, section 283. Consequently there was not any procedure to final execution necessary which section 3 should regulate and carry through.

Moreover, the right of the purchaser and the liability of the Fiscal, whose authority is still derived under part I. of No. 4 of 1867, still continued when this conveyance was executed. It has not been shown that the purchaser failed to pay according to the conditions and complete his purchase—rather the contrary; and the right and corresponding obligation under section 56 are clear, and are saved in plaintiff's favour by section 2 of the Code. It is however submitted that the plaintiff did not supply stamped paper for the conveyance in his favour when he paid the purchase-money in full; but it is not shown that the Ordinance in such a contingency and for such omission nullified the sale or gave the Fiscal right of parate execution—section 51 did not so provide, nor did the Ordinance prescribe what would result upon such default other than what we may suppose possible,—that the Fiscal might either decline to execute the conveyance till the stamps were supplied, or supply them, and tendering delivery of the executed deed require payment of their value, if necessary, by action for that purpose.

The judgment should therefore be set aside, and the first issue decided in favour of plaintiff.

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