

of their duty, nay, they are committing a serious breach of duty, in asking the Court to make orders on obviously insufficient evidence; or to ask the Court to make orders which they know, or ought to know, ought not to be made. The duty of counsel is to assist the Court to come to a right decision in every case which they present to the Court. If all proper parties are not before the Court they should bring that fact to the Court's attention, not that that duty on the part of counsel is any reason why the Court itself should re-lax its vigilance. The Court must take into account the fact that all counsel are not equally learned and capable of giving the Court proper assistance; and that there are some whom it would be no libel to declare to be absolutely ignorant not only of elementary law, but even of their duty to the Court.

We are inclined to fear that it may be found in the future that the present method which some judges have of dealing with business may be productive of some litigation, and probably much hardship to innocent persons. The complaisant judge, anxious to save himself trouble, may then be discovered to have been the suitor's worst enemy and to have lulled those who have waited at his judgment seat into a false security, and on the other hand he may be found to have done gross injustice to innocent parties.

Let us take for instance the case of the construction of a will, where an easy-going judge has undertaken to construe the instrument, in a case where it is open to the heirs to contend that there is an intestacy, and they are not notified, or required to be notified. What may happen is this,—the judge may determine that a doubtfully worded devise is effective. The parties may deal with the property on the faith of that decision and the supposed devisee may sell to a *bonâ fide* purchaser. It may be thought that perhaps the heirs not having been notified would not be bound by the decision, and could assert their rights against the purchaser; if it were so, it would be hard on the purchaser, but it would seem that, under the Jud. Act, s. 58(11) as against a *bonâ fide* purchaser, the order