to chambers. Having regard to the provisions of the Judicature Act, s. 53, s-s. 10, whereby it is enacted that an order of the court (which would probably be held to include "a judgment") shall not, as against a purchaser, whether with or without notice, be invalidated on the ground of want of jurisdiction, or want of any "concurrence, consent, notice, or service," it is plain that the jurisdiction now declared to be vested in these officers is one that needs to be very carefully and cautiously exercised.

We believe it is too much the fashion even for the judges to bestow a very perfunctory consideration to consent matters; it seems to be too generally assumed that only the parties to the consent can be affected or prejudiced by any order made in pursuance of a consent; but under the provision we have referred to it is quite clear that the rights of a purchaser under a consent judgment may intervene so as practically to oust the rights of persons who are not parties to the consent on which the judgment is based; for it will be observed the want of any necessary consent is not to invalidate the judgment as against a purchaser even *with notice*.

Kekewich, J., we believe, very correctly estimated the importance of this branch of business when he said, "I know of nothing which requires more careful exercise of judicial power than the deciding on or granting applications when there is no real argument; the consent business of the court being, according to my experience, as a rule, even more difficult than the contentious business": *Conway* v. *Fenton*, 40 Ch.D. 518. The reason is obvious: the judge or judicial officer receives practically no assistance from the bar; both parties are merely solicitous that what they have agreed to may be sanctioned by the court. As a matter of fact, it is common experience to find parties agreeing to judgments dealing not only with matters over which they have the exclusive power and the right to consent, but also with matters in which others besides themselves are concerned, who are in no way represented in the action; *e.g.*, as regards costs payable out of a fund in which the litigant may have only an interest in common with others not before the court, the parties are always ready to agree that they shall be taxed between solicitor and client, and shall be paid in priority to all other claims, altogether regardless of the interests of other parties in the fund. These and many other peculiarities of consents to judgments will have to be carefully scrutinized or trouble will ensue, and in any case it will be strange if the courts do not before long have some knotty points to solve arising out of judgments which have been thus obtained. For we shall have not only the able and experienced officer who now holds the office of Master in Chambers pronouncing judgments in all sorts of cases, but we shall have many others who have neither his ability nor experience doing so.

For instance, suppose some judicial officer were by consent of parties to grant a judgment declaring a marriage void in an action framed as in *Lawless* v. *Chamberlain*, 18 Ont. 296, and the parties should then marry again, what would be the position of the parties on their second marriage? Would the husband and wife be guilty of bigamy, and would the issue of the second marriage be legitimate or illegitimate? Would the issue of the first marriage be bastardised? Would a