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When does a consent order operate as or evidence a contract? – Alexander Sloan	
This article discusses the factors that the courts have taken into account in determining whether a consent order operates as, or evidences, a contract between the parties to a court proceeding. Whether a consent order is deemed a contract is of particular significance in litigation, as it creates added difficulty in convincing a court to have the order set aside or varied. Courts are reluctant to interfere with or destroy contractual rights, given the prejudice that will likely flow from breaking a free and voluntary agreement. Unless there is some basis for rendering the contract void or voidable, the party seeking variation will need to show “good reason” or “exceptional circumstances” justifying the court’s interference with the consent order. As such, whether a contract underpins the consent order may have significant ramifications for a party’s ability to assert or dispute a right in a matter. This is an important question for practitioners to consider.	234
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