and first part of the third section of this Statute are not in force. When the appearance of an attorney is entered on the record, it is considered that it is by the authority of the party; see McMechen v. the Mayor, &c. 2 H. & J. 41; Henck v. Todhunter, 7 H. & J. 275; Munnickhuysen v. Dorsett *supra;* Ward v. Hollins, 14 Md. 158; Dorsey's cases, 30 Md. 484, 512, 522.[12] It may be convenient to notice here, that a practice has grown up in Baltimore, and elsewhere, of attorneys entering a suit to their own use, as a security for their fees. In the case of Gordon v. Miller's Adm'x, 14 Md. 204, the point, that an attorney has a lien on a judgment for his fees and may protect that lien by entering the judgment for his own use, was directly presented by the counsel for Miller's Adm'x.[13] The Court of Appeals say, it will be seen that the amount allowed Miller is less than the sum awarded to the judgment marked for Miller's use. Before the Court could have allowed less, it must have held that the use was entered without authority. If the use were properly entered it transferred the whole judgment. . . . . But whilst striking out the use for the purpose of doing justice to Gordon, the Court conceived it proper to do equity to Miller, and for that purpose an allowance was made, &c., which allowance was considered by the Court of Appeals excessive, and was reduced from $300 to $51. In Carpenter v. Howard, 22 Md. 10, the plaintiff had entered into an agreement *in **332** writing to give her attorneys part of the land in the event of recovery, and the Court of Appeals intimated that such an agreement would be carried out for their benefit. And it is presumed that wherever there is an agreement, expressly or by necessary implication charging the attorney's fee on the fund recovered, his right as against his client will be maintained. But no lawyer ever affirmed that, in the absence of such an express or implied agreement, the counsel had a general right to enter the suit to his own use. The question is of some interest, however, how far a defendant is bound to take notice of an arrangement between the plaintiff and his attorney which is not disclosed on the record.[14] The point came up in a case of Shoemaker v. Randle, at May term 1868, of the Superior Court of Baltimore, in which the editor was of counsel. There the parties had settled the case out of Court, and the plaintiff had executed a warrant of attorney in the usual form to enter the case "settled," of which notice was given to the plaintiff's attorney, who thereupon gave an order to enter the case to his own use for his estimated fees, and refused to enter the case "settled" until those fees were paid. The matter was afterwards dropped, the fee or part of it having been paid by the plaintiff. It seems to be clear that a party may discharge his attorney at pleasure, subject only to his responsi-

[12] Beiswanger v. Trust Co., 98 Md. 287; Dentzel v. Ry. Co., 90 Md. 434; Gittinger v. McRae, 89 Md. 513; Harrison v. Morton, 87 Md. 671; Albert v. Albert, 78 Md. 338; Kelso v. Stigar, 75 Md. 376; Heaps v. Hoopes, 68 Md. 383; Ireton v. Baltimore, 61 Md. 432; Biddison v. Mosely, 57 Md. 89; Smith v. Black, 51 Md. 247; Stigers v. Brent, 50 Md. 214; N. C. Ry. Co. v. Rider, 45 Md. 24. Cf. Fowler v. Gray, 99 Md. 594.

[13] It is now settled in Maryland that an attorney has no lien for his fees on a judgment not actually collected. Marshall v. Cooper, 43 Md. 46, 61; Levy v. Steinbach, 43 Md. 212; Wingert v. Gordon, 66 Md. 106, 113. Cf. Davis v. Gemmell, 73 Md. 530.

[14] See Poe's Practice, secs. 58, 204 *et seq.*