

bility to his attorney for services rendered. And there can be no reasonable doubt that the parties may settle the matter in controversy without the intervention of their counsel, and that a settlement consummated by a direction to the attorney to strike off or settle the case is a determination of the relation of counsel and client.¹⁵ An entry to his own use made by the attorney after notice to him of the settlement would therefore be a nullity. In such a case it is submitted that there can be nothing to bind the conscience of the defendant, unless the plaintiff's attorney can shew that the defendant knew that he had authority to enter the suit for his own use. In *Barker v. St. Quintin*, 12 M. & W. 441, affirmed in *Haigh v. Edwards*, 26 L. J. Exch. 54, the lien of an attorney on a judgment is treated as merely a claim to the equitable interference of the Court. And as to the lien of a solicitor in equity, see *Bozon v. Bolland*, 4 Myl. & Cr. 354. Indeed in *Strike's case*, 1 Bl. 88, the Chancellor observed that the Court must in all cases leave the contracts between solicitors and suitors, relative to professional services, to be settled and decided upon in like manner as all other contracts. They cannot and ought not to be introduced into and blended with any pending suit.

¹⁵ *Western Un. Tel. Co. v. Semmes*, 73 Md. 9, 20.

CAP. XXXII.

Joint Tenants for term of Life or Years.

Forasmuch as in the Parliament begun at *Westminster* the twenty eighth Day of *April*, and there continued till the twenty eighth Day of *June*, the thirty first Year of the King's most noble and victorious Reign that now is, it was amongst other things there enacted and established, That all joint Tenants, and Tenants in Common, that then were, or hereafter should be, of any Estate or Estates of Inheritance, in their own Rights, **333** or in the Right of their Wives, of any Manors, *Lands, Tenements, or Hereditaments within this Realm of *England*, *Wales*, or Marches of the same, shall and may be coerced and compelled by virtue of the said Act, to make Partition between them of all such Manors, Lands, Tenements, and Hereditaments, as they then held, or hereafter should hold as joint Tenants, or Tenants in common, as more plainly at large appeareth by the said Statute: (2) And forasmuch as the said Statute doth not extend to joint Tenants and Tenants in common for term of Life of Years, neither to joint Tenants, or Tenants in common, where one or some of them have but a particular Estate for term of Life or Years, and the other have