has a right in equity to compel the former to resort to the other fund in the first instance for satisfaction, if that course is necessary for the satisfaction of the claims of both parties. *Aldrich* vs. *Cooper*, 8 *Ves.*, 388, 395, 396; *Ex parte Kendall*, 17 *Ves.*, 520; *Cheesbrough* vs. *Millard*, 1 *Johns. Ch. Rep.*, 413.

I do not, however, propose at this time to go into any inquiry as to the applicability of the doctrine to this case, nor do I think it necessary to examine into or to express any opinion in regard to the consideration of the mortgage to the United States Insurance Company. All I mean to decide is, that assuming the consideration to be a valuable and fair one, that mortgage is to be preferred to the mortgage to the General Insurance Company.

CONSTABLE and FARNANDIS, for the United States Insurance Company.

PRATT and WALLIS, for the General Insurance Company.

JAMES KENT,
vs.
JOHN R. RICARDS ET AL.

DECEMBER TERM, 1850.

[ATTORNEYS, POWERS OF.]

AN attorney, who has a claim for collection, cannot, without the authority of his client, take a bond or anything else but money, in satisfaction of the debt.

But the power of the attorney over the conduct of the cause, is coextensive with that of his client; he may agree not to demand a judgment, or stipulate for a *cessat executio*, and any violation of this agreement will give the opposite party title to relief, as if the agreement was made with the express authority of the client.

When an appearance of an attorney is entered on the record, it is always considered that it is by the authority of the party, and whatever is done in the progress of the cause by such attorney, is considered as done by the party, and binding upon him.