

The plaintiff's attorney agreed with defendant, *first*, that the suit should not be further prosecuted until there was an ascertained deficiency in certain assignments which he received from the latter, to pay the claim against him. *Secondly*, when judgment was entered, he agreed with defendant's attorney that it should be stricken out, if objected to by defendant. And *thirdly*, when so objected to, he assured defendant the judgment should make no difference in the collection of the debts assigned, and that no execution should be issued upon it until such debts could be collected.

HELD—

That it was clearly within the scope of the authority of the attorney to make this agreement, and equity will interfere by injunction, to prevent the premature enforcement of the judgment.

Equity will relieve against a judgment at law, when its justice can be impeached by facts, or on grounds of which the party could not have availed himself at law, or was prevented from doing it by fraud, or accident, or the act of the opposite party, unmixed with any negligence or fraud on his own part.

An answer which does not deny the averments in which the equity of the bill consists, but states "that respondent does not believe, and cannot admit that the said attorney made any such arrangement or contract as set forth in the bill," is not sufficient to dissolve an injunction.

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[The following opinion of the Chancellor in this case, was delivered upon the hearing of the motion to dissolve the injunction which had been granted upon the bill of the complainant, restraining further proceedings upon a judgment which the defendants had recovered against him in Anne Arundel County Court. The grounds upon which the injunction was asked for, was an agreement made by Philip Culbreth, the attorney of the plaintiffs in the judgment (who has since left the state), with the complainant in reference thereto. The allegations of the bill in this particular, as well as the statements of the answer, are sufficiently stated in the Chancellor's opinion.]

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THE CHANCELLOR :

I have given the facts and circumstances of this case, and to the very elaborate and carefully prepared written arguments of the solicitors of the parties, the fullest consideration, and am of opinion that the entire equity upon which the injunction rests has not been removed by the answer.

It is not pretended that an attorney who has a claim for col-