

lection, can, without the authority of his client, take a bond, or anything else but money, in satisfaction of the debt; and if the complainant in this case was under the necessity of maintaining such a position, he would be without any well-founded title to the aid of the Court. His case, however, is not placed upon that footing, but upon the ground that the judgment was obtained, or is about to be enforced, in violation of an agreement with the attorney of the plaintiffs at law, which, under the circumstances, he had reason to believe the former was authorized to make, and in regard to which, as I think, his authority cannot be disputed. The receipt of the attorney for the assigned claims shows that the proceeds, as collected, were to be applied in payment of the claims of the defendants against the complainant; and the correspondence between the defendants and their attorney clearly shows that they were aware of those assignments, and gave instructions in regard to their collection.

The bill, after setting forth the facts of the assignments and the institution of the suit against the complainant and his partner, charges, "that it was the distinct understanding and agreement between him and the said attorney that the suit at law should not be further prosecuted until there should be found to be a deficiency to pay off the amount thereof in the sums assigned." "That the complainant refused to give judgment in the suit against him, and left town, believing no such judgment would be entered." "That afterwards, and at the said term, the attorney of the plaintiffs at law agreed with the attorney of the complainant that he would take a judgment, with the distinct understanding, that if the plaintiff objected thereto it should be stricken off, and that upon this understanding the judgment was given." "That as soon as the complainant knew that the judgment had been rendered, he saw the plaintiffs' attorney in relation thereto, and objected to it, and required that the same should be stricken out, when the attorney stated that the judgment should make no difference in his course in the collection of the debts assigned; that his clients were perfectly satisfied with the assignments, and would wait