

matter between him and the party, his client, to whom he is responsible for the faithful discharge of his duty."

Now the agreement charged in this case has direct reference to the conduct of the cause, and comes clearly within the scope of the authority of the attorney, thus distinctly announced by the Court of Appeals. The agreement between the complainant and the attorney of the plaintiffs at law was, *first*, that the suit at law should not be further prosecuted until there was an ascertained deficiency of the assignments to pay the claim. *Secondly*, that when the judgment was entered, the attorney of the plaintiff agreed with the complainant's attorney that if he, the complainant, objected to the judgment, it should be stricken out; and *thirdly*, that when the complainant did object, his objection was obviated by the assurance of the plaintiff's attorney that the judgment should make no difference in his course in the collection of the debts assigned, and assured the complainant that no execution should be issued upon the judgment until the assignments could be collected, and that time should be allowed for that purpose. It seems to me that, assuming the existence of this state of facts, there can be no doubt of the power of this Court to interpose to prevent the premature enforcement of the judgment. If the facts are true, as charged in the bill, the attorney of the plaintiff at law not only took a judgment contrary to his express agreement with the complainant at law, but prevented the latter from applying in due time to the County Court to have it stricken out, by assuring him it should not have the effect of varying their said agreement in any manner whatever. It is believed to be quite clear that if an application had been made to the County Court to strike out this judgment within the time allowed by law and the practice for such motions, and the Court had been satisfied of the truth of the statements contained in this bill, that the application could not have been denied. But the complainant was prevented from making such motion, by an assurance that the judgment should not be used to his prejudice, and that the agreement in reference to the claims assigned should be fully and fairly carried into execution, and hence his right to the aid