of this Court, where alone he can now have redress. This case seems to me to fall directly within the principle so often decided by the Courts, that a Court of Equity will relieve a party against a judgment at law, when its justice can be impeached by facts, or on grounds of which the party seeking the aid of Chancery 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. *Gott & Wilson* vs. *Carr*, 6 *G. & J.*, 309. Certainly in this case, if the averments of the bill are true, the complainant was prevented from making his defence at law by the act of the attorney of the opposite party, and no such negligence can be imputed to him as will deprive him of the title to come here for relief.

The answer to this bill does not profess to deny the averments in which the equity consists. After admitting that the attorney of the respondent did receive from the complainant sundry causes of action for collection, the answer proceeds to say, "but this respondent does not believe, and cannot admit, that the said attorney made any such arrangement or contract in relation thereto as is set forth in the said bill." That such an answer is not sufficient to dissolve an injunction is conclusively shown by the case of *Doub* vs. *Barnes et al.*, 4 *Gill*, 1.

I am therefore of opinion, the injunction must be continued, and shall so order. But in coming to this conclusion, I do not mean to be understood as intimating any opinion with regard to the question so much controverted, whether the assignments were to be collected at the risk of the complainant or the defendant. I leave that question for further consideration, when the cause comes up to be heard upon the merits.

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A. RANDALL, for Complainant.
A. B. HAGNER, for Defendant.