not having secured another attorney to replace the plaintiff, and the time having almost expired within which inscriptions could be filed, the plaintiff stated to the defendant.—" In order that you may not be prejudiced and lose your right to carry the cases to the Court of Review, I am willing to prepare these inscriptions, and upon receipt of the necessary disbursements to file these inscriptions, but let it be well understood, I shall not do any thing more, and I do this only that your rights may be preserved."

" Apparently, the defendant acquiesced in this. He gave to the plaintiff the necessary deposit: the inscriptions were made, signed by the plaintiff, or his firm, and filed, and subsequently, it is stated by counsel of both sides, the cases were settled, and are no longer pending before the Court of Review but are at an end.

" This being, as I take it, a true statement of the facts, I am of opinion that the action of the plaintiff was not premature, and that he became and was entitled to his bills of costs in the Superior Court.

" It should be observed that he makes no claim whatever with respect to any services rendered in the preparation, production and filing of the inscription in Review. The plaintiff never did accept a mandate to take these cases before Court of Review, and no mandate so to do was ever conferred upon him. He did accept a mandate, limited in its nature and extent, viz: to prepare for the defendant the inscription and to file the same, and when he had done that, he was under no obligation to do more, and in fact did no more, and was prepared to substitute any other attorney in his place and stead, if a demand or requisition had been made upon him to that effect by the defendant. None was made for the very good reason that the cases were settled.

" I am of opinion that there is error in the judgment *a*