request at any moment. But when the client had requested counsel to act for him as advocate, the client must be taken to know that he had placed that advocate into a certain position with regard to the opposite party by representing that the counsel was his advocate. The request to act as advocate was a request to do those things which it was recognized an advocate usually did for his client. The duty of the advocate when in court was to act for his client. The advocate acted as the superior in the conduct of the cause. He had unlimited power to do what he thought best for his client in the conduct of the cause in court. That unlimited power was under the control of the court, who would see that nothing was done that would create manifest injustice, and would give relief in such a case. That relation of advocate and client could be put an end to at any moment, provided that when other parties had acted upon such relationship, the client took care to let them know of its determination. If the client were in court, and objected to something that the advocate was about to do, he could not direct the advocate as to the course he was to pursue. What would happen would be that if the client were to insist on his view, the advocate would withdraw from the cause, and that was the way in which the client could get rid of the paramount authority of the advocate. If the advocate were to do something which was outside the conduct of the cause, his act would not be binding upon the client, unless he was expressly requested so to act. The meaning of the words "conduct of the cause" was well expressed by Lord Chief Baron Pollock in *Swinfen* v. *Lord Chelmsford*. "We are of opinion," he said, "that although a counsel has complete authority over the suit, the mode of conducting it, and all that is incident to it—such as withdrawing the record, withdrawing a juror, calling no witnesses, or selecting such as, in his discretion, he thinks ought to be called, and other matters which properly belong to the suit, and the management and conduct of the trial—we think he has not, by virtue of his retainer in the suit, any power over matters that are collateral to it." The power to consent to a verdict upon terms must come within the "management and conduct of the trial." The authority of an advocate in the conduct of the trial was, as between him and his client, unlimited until the relationship was put an end to, but if the advocate exercised his power in a manner that the court considered unjust, the court would give the client relief. Here it was not pretended that the client put an end to the relationship, nor was there any symptom of injustice, and so the court would not interfere.

Lord Justice BOWEN said that upon the second day of the trial the defendant did not arrive until late in the morning, and during the interval he left counsel in uncontrolled command, with the duty of doing what he thought best in any emergency that might arise. Counsel consented to a verdict against the defendant, and the question was whether the defendant was bound by what was done. Counsel, by appearing, undertook for his client certain duties which were regulated by professional honour and etiquette, and by retainer implied that the client would be bound within certain limits by the acts of his counsel. Those limits had been laid down in the passage already quoted from Chief Baron Pollock's judgment in *Swinfen* v. *Chelmsford*. By the retainer, therefore, counsel had complete authority over the suit, the mode of conducting it, and all that was incident to it. If counsel could be called an agent, he was an agent of a very peculiar kind, the limit of whose authority was perfectly well understood. If the client were in court it was the counsel's duty to consult him upon so important a matter as a compromise. It did not follow that counsel, if he thought the client's course prejudicial, need follow it; he had the alternative of returning his brief. But here the client was not in court, and so could not complain if counsel, acting for the best, compromised the action. Counsel was sailing the ship; and he had power to compromise within reasonable limits. The duty of counsel and his authority amounted to the same thing. It was within the duty of counsel to compromise, and therefore it was within the limit of his authority.

Lord Justice FRY said that the case was a