

But, if the third person be ignorant of the prohibition, then, surely, on principle the client should be bound by the settlement, for the solicitor is his agent to conduct the action: *Prestwich v. Poley*, 18 C.B. (N.S.) 806 at p. 814, and no secret limitation of an agent's ostensible authority will avail against third persons dealing in ignorance of it. The illustration most pertinent to the present discussion is perhaps *Trickett v. Tomlinson*, 13 C.B. (N.S.) 663, where the principal was held bound by a settlement made by his agent, not a solicitor, although contrary to his express instructions. And a very recent case is *International Sponge Importers v. Watt* (1911), A.C. 279.

Accordingly, up to the year 1902, we find a line of English authority—uniform, but for the decision in *Stokes v. Latham*, 4 T.L.R. 305—upholding, as between the client and third persons, settlements made under these circumstances. It will be necessary to refer later to *Stokes v. Latham*, but it is submitted that the exception which it seems to indicate is more apparent than real.

It is unnecessary to review these cases in detail, since they will be found collected and approved in the exhaustive judgments of Lord Alverstone, C.J., and of the Court of Appeal in *Neale v. Lady Gordon-Lennox* (1902), 1 K.B. 838.

To the cause there cited, two Irish cases may be added:—*Brady v. Curran*, 16 W.R. 514, and *Berry v. Mullen*, Ir. Rep. 5 Eq. 368.

This view is supported by another class of cases, not noticed in *Neale v. Lady Gordon-Lennox*, those, namely, where the client has recovered substantial damages against the solicitor for having compromised contrary to his instructions. Of these it is sufficient to refer to *Butler v. Knight*, L.R. 2 Ex. 109.

If the settlement in question in these cases had not been binding on the client, only nominal damages could have been recovered against the solicitor. The Courts must therefore have considered that the settlements were binding. Indeed, the point was specifically raised in *Butler v. Knight*, where counsel for the defendant solicitor argued, in effect, that,