ably, the *legislature which was competent to make it, was also competent to limit its operation, or to give it effect by the employment of such means as its own wisdom should suggest. Had one of these been, that all sentences pronounced under it should be considered as void, and incapable of changing the property they professed to condemn, this court could not have hesitated to recognise the title of the original owner in this case. But the legislature has not chosen to declare sentences of condemnation, pronounced under this unjustifiable decree, absolutely void. It has not interfered with them. They retain, therefore, the obligation common to all sentences, whether erroneous or otherwise, and bind the property which is their object; whatever opinion other co-ordinate tribunals may entertain of their own propriety, or of the laws under which they were rendered. The sentence is affirmed, with costs.

Sentence affirmed.

Smith & Buchanan *v.* Delaware Insurance Company. (*a*)

Points reserved.

A verdict "for the defendants, subject to the opinion of the court upon the points reserved," does not authorize an absolute judgment for the defendants, unless the points reserved and the opinion of the court thereon, are stated on the record.[1]

Smith *v.* Delaware Ins. Co., 3 W. C. C. 127, reversed.

Error to the Circuit Court for the district of Maryland, in an action of covenant on a policy of insurance. The jury found a verdict "for the defendants, subject to the opinion of the court on the points reserved." And judgment was thereupon rendered "for the defendants accordingly."

The plaintiffs, by their counsel, moved the court below, that the points reserved (which the motion stated, without stating the facts out of which they arose), and the opinion of the court upon those points, should be entered on the record. *The court did not act on this motion; and, of course, the points did not appear, so as to enable this court to take notice of them. The defendants (it was said) would not agree to any arrangement by which the legal merits of the cause, as they appeared below, might come into discussion here. [*435

Pinkney, Attorney-General, for plaintiffs in error, contended that the verdict was imperfect, contradictory and void, and did not warrant the judgment pronounced upon it, nor any other judgment. 23 Vin. 397, pl. 10. It is neither a general nor a special verdict.

Harper, contrà, admitted, that it was in form an irregular proceeding, but he was instructed to insist on the judgment.

It is a general verdict for the defendants: and by consent of parties, it was referred to the court; and if they should be of opinion, that the verdict should not stand, they were to award a *venire de novo*. It was the

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(*a*) March 19th, 1813. Absent, Washington and Todd, Justices.

[1] S. P. Roberts *v.* Hopkins, 11 S. & R. 202; Edmonson *v.* Nichols, 22 Penn. St. 74; Lyons *v.* Divelbis, Id. 185; Clark *v.* Wilder, 25 Id. 314; Irwin *v.* Wickersham, Id. 316; Wilkinson *v.* The Tuscarora, Id. 317; Winchester *v.* Bennett, 54 Id. 510; Wilde *v.* Trainor, 59 Id. 439; Ferguson *v.* Wright, 61 Id. 258; Robinson *v.* Myers, 69 Id. 9; Banyer *v.* Ellice, 1 Hill 23.

negligence of the plaintiffs in not having the facts, or the points and consent, stated on the record. It is evident, that what was done, was by consent. The plaintiffs do not appear to have wished to bring the case here; but were at the time contented to rely on the opinion of the court below.

MARSHALL, Ch. J.—The case is too plain for argument. The jury did not intend to find a general verdict; but to submit the points of law to the court. If the law had been for the plaintiffs, the court could only have awarded a *venire de novo*. The facts ought to have appeared, so that the judgment might have been either reversed or affirmed, upon the merits.

Judgment reversed, and a new trial awarded.

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*436] *HOLKER and others *v.* PARKER. (*a*)

Powers of attorney-at-law.

An attorney-at-law, as such, has authority to submit the cause to arbitration.[1]
But an attorney-at-law, merely as such, has no right, strictly speaking, to make a compromise for his client.

THIS was an appeal from the Circuit Court for the district of Massachusetts, in a suit in chancery, brought by Holker and others, his assignees, against Parker, to set aside an award made under a rule of court, in a suit at law, in the same court, between Holker and Parker. The case, as stated by MARSHALL, Ch. J., in delivering the opinion of the court, was as follows:

In the year 1782, John Holker, one of the plaintiffs in this cause, Daniel Parker, the defendant, and William Duer, who is dead, insolvent, formed a trading company, under the name and firm of Daniel Parker & Co., of which Daniel Parker was the acting partner. After receiving large sums of money, and contracting debts to a great amount, Parker absconded from the United States, without making any settlement of his accounts. In the month of December 1785, Holker commenced a suit against Parker, in the court of common pleas for the county of Philadelphia, where the said Parker had resided and carried on the business of the copartnership. This suit was commenced by attaching the effects of Parker in the hands of Thomas Fitzsimmons. In June 1788, a judgment in favor of the said Holker was rendered on the verdict of a jury for the sum of 47,231*l.* 12*s.* 9*d.*, Pennsylvania currency, equal to $125,951.03. The property attached, amounting to $5000, was sold and paid to the said Holker towards satisfying this judgment.

Other attachments were laid by Holker on the property of Parker, and proceedings were also instituted against him, by other persons, creditors of the company. On the 31st of December 1788, while these were depending, an indenture of six parts was made and executed between said Parker, by Andrew Craigie, his attorney, of the first part, John Holker, of the second
*437] part, Samuel Rogers, of the fourth part, by Andrew *Craigie, his attorney, Royal Flint, of the fifth part, and sundry creditors of

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(*a*) March 1st, 1813. Present, all the judges, except TODD, J.

[1] Somers *v.* Balabrega, 1 Dall. 164, and cases cited in the notes to that case.