

JOHNSON, C., 16th June, 1823.—Mr. Benny Penn will present this to the trustee, who is willing that Mr. Griffith should come to a settlement on payment of the purchase money, deducting the amount according to the statement of the auditor, that is due to him. Let the trustee take Mr. Penn's receipt for the sum thus appearing due to him, and that amount Mr. Griffith can have deducted **40** from the purchase money. Roby Penn appears, by the \* report of the auditor, to be equally entitled to the sum of \$511.14, stated in the report of the auditor, as the proportion of Benny Penn and Roby; and he, I am informed, is willing to make a deduction on account of his having before sold part of the land to Fielder Parker; Roby Penn is not in the State, but has left a person authorized to act for him. On the trustee's obtaining the receipt of the agent for the amount appearing due to Roby, that also can be passed to the credit of Mr. Griffith; and he and the agent can then settle between them. By this course, the trustee's proceedings in this Court will comport with his trust.

Roby Penn and Betsy Penn, then residents of the State of New York, gave a power of attorney to Benjamin Willet, authorizing him to receive their dividends; which power of attorney was executed before a magistrate of the county, in New York, where they resided; and further authenticated by a certificate, under the seal of the county, that the magistrate was properly commissioned as such at the time.

JOHNSON, C., 23rd June, 1823.—Ordered, that the trustee be authorized to settle with the attorney Willet. (*e*)

James Ferree, Abraham Ferree and Basil Warfield, with the trustee, filed their petition, in which they stated, that to secure the payment of the purchase money for the lands in Anne Arundel County, which had been sold to James Ferree, he had given bond,

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(*e*) So in England, money has been directed to be paid to an attorney in fact, on a power made in Paris, and duly authenticated, 1 *Mad. Rep.* 227; and, in some cases there, it has also been ordered to be paid to the solicitor of the party entitled to it, without any special order from the party himself; 1 *Salk.* 157; *Doug.* 623; 1 *Blac.* 8; 1 *T. R.* 710; *Prec. Chan.* 209; *Jac. Rep.* 48. Here, on a person's producing a power, authenticated under the notarial seal of a notary public of Leghorn, attested by the consul of the United States, at that port, with a translation, the claim, amounting to \$2,373.77, was ordered to be paid to him as attorney in fact of the claimant. *Taylor v. Casanave*, MS. 12th November, 1817. But it is usual to order payment of small sums on the written draft filed of a resident claimant, or that the money be paid to his solicitor in the case to any amount, because of all the parties being within reach and under the control of the Court.—*Henck v. Todhunter*, 7 H. & J. 275; *Munnikuyson v. Dorsett*, 2 H. & G. 374; *Branch v. Burnley*, 1 Call. 147.