cause it is said a party cannot be committed for one offence and afterwards, without being called to answer, be committed for another and a different offence.

This may be true, but it must be rembered that we are here dealing with the proceedings of a Court of record, and to the records of the Court the Warden refers in verification of the truth of his return. The records have been produced and conform to the return in this particular. If the charges upon which the parties were arrested were stated in the original warrants, respectively, and appear upon the records of the Court, it is not necessary they should be stated in the warrants of commitment.

In 2 Burns' Jus., 604, it is said "that in a commitment by the sessions or other Court of record, the record itself or the memorial thereof, which may at any time be entered of record, is sufficient without any warrant under seal."

Here the first commitment in general words, "in default of bail to appear and answer," must be intended to refer to the offense charged in the original warrant of arrest, and appearing on the records of the Court, and to amend the warrant of commitment afterwards, by truly stating therein the offense charged, is not in any sense committing the party for a new and different offense. This objection to the returns is not sustained, and my duty is to deal with them in the light of the evidence adduced, and to determine whether for any and for what causes alleged, the petitioners are lawfully detained, and to decide whether they are entitled to be discharged with or without bail.

I proceed now to consider the legal effect of the returns, and to decide how far they are conclusive under the laws of Maryland regulating proceedings under these writs. In passing upon this question, it seems to me altogether immaterial to consider what may have been the power of the Court, acting under the writ at the common law, or the power of the Judge under the statute of 31 Charles 2d. Our act of 1809, chapter 125, was in its terms like the statute of Charles, and if I were now governed by the provisions of the act of 1809, many of the authorities cited in argument by the respondents' counsel would be conclusive and binding upon me. But the provisions of the act of 1809 were materially changed by the act of 1813, chapter 175, and by the Code, which last, although not in the identical words, I consider the same in construction and effect as the act of 1813.

Mr. Hurd, in his work on habeas corpus, after stating the various decisions of the English Courts, under the statute of Charles, and the conflict of opinion among the Judges as to its true construction, concludes as the result of the whole. "That in commitments for criminal or supposed criminal matters, the truth of the facts stated in the return, upon which the commitment was founded, could not, either at com-