case, according to the course of the court, in such manner as they may deem proper.

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After which the defendants, who had some time previously put in their answers, by their petition prayed, that, as the plaintiffs did not reside within this State, they might be ordered to give security for costs.

*20th April*, 1829.—BLAND, *Chancellor*.—As the origin and principles of the practice in relation to this matter do not appear to be as generally understood as they should be, I shall avail myself of this occasion to speak of the subject more fully than might otherwise be deemed necessary.

At common law a plaintiff was required in all cases to give pledges to prosecute his suit with effect, or to abide the consequences. This however was not, strictly speaking, giving security for costs; because although a plaintiff might be fined for making a false claim, yet costs, by the common law, were not recoverable in any case.(*d*) The pledges to prosecute have, however, long since become obsolete.(*e*) The rule security for costs is applied only against nonresidents; and is of recent origin in the courts of common law of England: so late as the year 1750, in a case in which it was moved, that the plaintiff, who was a merchant residing in France, might be required to give security for costs, it was refused; because, as was said, it would affect trade and be excluding foreigners from obtaining justice.(*f*) Some years afterwards it became a settled general rule to allow the defendant, even after issue joined, to demand security for costs in all cases where the plaintiff resided beyond the jurisdiction of the court; and on the security not being given to have the suit dismissed.(*g*) But a resident plaintiff, as it would seem, cannot be required to give security for costs merely on account of his poverty.(*h*)

In Maryland a plaintiff was at no time required to give pledges to prosecute; but it appears, that if a nonresident himself applied to sue out original process for the commencement of an action he might be called on to give security for costs,(*i*) and if he did not himself so institute his suit, the attorney employed by him was

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(*d*) 2 Inst. 288.—(*e*) 3 Blac. Com. 274.—(*f*) Lamii v. Sewell, 1 Wils. 266; Maxwell v. Mayer, 2 Burr. 1026.—(*g*) Denn, ex dim. Lucas v. Fulford, 2 Burr. 1177; Parquot v. Eling, 1 H. Blac. 106; Fitzgerald v. Whitmore, 1 T. R. 362; Carr v. Shaw, 6 T. R. 496.—(*h*) Golding v. Barlow, Cowp. 24; Tidd. Prac. 478.—(*i*) 1715, ch. 29.