

course has long prevailed in England.(o) This English statute never was in force in Maryland; but here as in England security for costs might always have been required of a nonresident plaintiff.(p)

In general the name, description, and place of abode of the plaintiff should be set forth in the bill, that the court and defendants may know where to resort to compel obedience to any order or process, and particularly for payment of any costs which may be awarded against the plaintiff, or to punish any improper conduct in the course of the suit.(q)

As to the cases in which a plaintiff may be required to give security for costs, it may be regarded as settled, that when it appears upon the face of the bill, that the plaintiff is a nonresident of the State, or where it is shewn that the defendant, before he answers, knows that the plaintiff, who does not belong to the army or navy of the United States, resides beyond the jurisdiction of the court, it is of course, on application, to compel him to give security.(r) But if the defendant, being aware of the non-residence of the plaintiff, answers the bill or applies for time, security will not be required.(s) If the plaintiff stiles himself in his bill, of a place where he cannot be found, he must give security for costs.(t) If the defendant, at the time of answering, be ignorant of the residency abroad, he may as soon as the fact comes to

(o) 1 Harr. Prac. Chan. 200; 2 Mad. Chan. 543.—(p) Kilty's Rep. 62.

JANSY v. CLAUSE.—It is alleged by the attorney for the defendant, that the defendant is ready to put in his answer to the plaintiffs' bill, provided the plaintiffs who are foreigners, and live out of the jurisdiction of this province, or their attorney, or some one else for them, will give security to pay such costs of suit as this court shall adjudge in case the said plaintiffs' bill be dismissed.

14th February, 1670.—*Per Curiam*.—Whereupon it is ordered that no further proceedings be had in the said cause till such security be given as aforesaid. And afterwards no security having been given as required, the bill was dismissed.—*Chan. Proc. lib. C. D. 29, 41.*

(q) 1 Fow. Exch. Pra. 26.—(r) 1 Fow. Exch. Pra. 278; *Meliorouchy v. Meliorouchy*, 2 Ves. 24; *Dick. 147*; *Anonymous*, 10 Ves. 287; *Colebrook v. Jones*, *Dick. 154*.—(s) *Craig v. Bolton*, 2 Bro. C. C. 609.—(t) 2 Fow. Exch. Pra. 311; *Stackpoole v. O'Callaghan*, 1 Ball & Bea. 566.

FISHER v. KEENE.—The plaintiff's attorney being demanded by this court if he would give security for costs, if, upon hearing of the business, the bill should be dismissed; and he refusing, the complainant having, at present, December 1670, no visible estate in the Province: It was *Ordered* by this court, that the complainant's said bill be dismissed; and that the said Fisher complainant, or Simon Warren his attorney, pay to the defendant the sum of three pounds six shillings and eight pence for costs; and that decree pass out of this court for the same against the said Fisher, or his attorney Simon Warren.—*Chan. Proc. lib. C. D. fol. 41.*