

THE VOUCHER.

Nature of cause of action.

The cause of action must be sufficient to show on its face a *prima facie* debt due by the defendant to the plaintiff. It must arise *ex contractu*, and the damages must be liquidated and capable of being sworn to. *Blick v. Mercantile Trust Co.*, 113 Md. 490; *Hough v. Kugler*, 36 Md. 194; *Mears v. Adreon*, 31 Md. 238; *Warwick v. Chase*, 23 Md. 160; *Cumberland, etc., Co. v. Hoffman*, 22 Md. 499; *Smithson v. U. S. Telegraph Co.*, 29 Md. 162; *Goldsborough v. Orr*, 8 Wheat. 217.

The term "indebted" as used in the attachment law is not to be construed technically, or in a strict legal sense. The plaintiff's claim may be upon an implied contract. *Downs v. Baltimore*, 111 Md. 692.

While the rule day act of Baltimore city has no application to or effect upon proceedings by attachment, the requirements with regard to the cause of action to be filed, are the same. *Steuart v. Chappell*, 98 Md. 530; *Thillman v. Shadrick*, 69 Md. 528; *State v. Steibel*, 31 Md. 37.

Cause of action held sufficient.

Claim of a creditor of an insolvent corporation against a stockholder to enforce his statutory liability. *Norris v. Wrenschall*, 34 Md. 492.

Claim under policy of insurance. *Knickerbocker v. Hoske*, 32 Md. 322 (life insurance); *Orient, etc., Co. v. Andrews*, 66 Md. 371 (marine insurance).

Claim for damages for breach of a contract to sell the plaintiff a promissory note for less than its face value. *Dirickson v. Showell*, 79 Md. 49.

Suit on the transcript of the record of a foreign judgment. *Cockey v. Milne*, 16 Md. 205; *Neptune, etc., Co. v. Montell*, 8 Gill, 228.

Claim on a bond conditioned for the payment of money which does not state the exact amount intended to be secured, but which contains the elements necessary to ascertain the amount due thereon. *Williams v. Jones*, 38 Md. 565; *State v. Steibel*, 31 Md. 37. See also, *Wilson v. Wilson*, 8 Gill, 195.

Cause of action held insufficient.

Claim on a bond with collateral conditions. *State v. Beall*, 3 H. & McH. 347; *State v. Steibel*, 31 Md. 37; *Keen v. Whittington*, 40 Md. 489.

Claim arising out of a breach of a covenant in a complicated agreement embracing many things to be done. *Hough v. Kugler*, 36 Md. 194.

Claim by a lawyer for professional services, in the absence of an agreement as to the amount to be paid. *Steuart v. Chappell*, 98 Md. 532. And see *Blick v. Mercantile Trust Co.*, 113 Md. 489.

See notes to sec. 44.

Contents of Voucher.

The creditor in filing his cause of action need not produce his testimony *qua* testimony. *DeBebian v. Gola*, 64 Md. 265; *White v. Solomonsky*, 30 Md. 589; *Lee v. Tinges*, 7 Md. 215; *Dawson v. Brown*, 12 G. & J. 53.

An account "To professional service as per agreement \$200," is insufficient. *Hoffman v. Read*, 57 Md. 374.

But the voucher need not set out in detail the services rendered, nor the sum claimed in each particular case. *Steuart v. Chappell*, 98 Md. 530.

An account simply setting out the names, date, amount and specifying "Cash," is insufficient. *Burk v. Tinsley*, 80 Md. 98.

But an account "To cash loaned at sundry times on account," is sufficient—the dates and items need not be given, as in case of goods sold. *Cox v. Waters*, 34 Md. 461; *Summers v. Oberndorf*, 73 Md. 316.

The quantity of each article need not be stated in the account, but the garnishee may demand a bill of particulars. *Bartlett v. Wilbur*, 53 Md. 501.

An account made out in the mode usually adopted by merchants engaged in extensive business is held sufficient. *Stewart v. Katz*, 30 Md. 346.

But the voucher is insufficient if it merely sets out a balance due. *Thillman v. Shadrick*, 69 Md. 528.

Variance.

A variance between the cause of action and the short-note (the former being dated June 1, 1864, and the latter June 1, 1867) is fatal. *Browning v. Pasquay*, 35 Md. 295.