

his knowledge, obtain security ;(u) and the same rule applies where the plaintiff after answer abandons the State and resides abroad.(v) But if the defendant after being apprised of the fact, by an insufficient answer, or an answer filed by mistake, or by any proceeding in the case, recognises the plaintiff's right to sue, he cannot obtain security for costs.(w) Nor will the plaintiff in a cross bill be required to give security for costs, though residing out of the jurisdiction of the court. Where a *prochein ami* has taken the benefit of the insolvent law, or has been withdrawn and a new one appointed, security may be required for the costs already incurred.(x) And where a plaintiff is out of the reach of the process of the court by being under the protection of a foreign ambassador, he may be required to give security.(y) The simple fact of the plaintiff having gone abroad, is not a sufficient ground to require security,(z) it must appear that he has gone to reside abroad.(a) If after answer, it appears by affidavit, that the plaintiff, though gone abroad, intends to return, his family remaining in this State, he will not be compelled to give security for costs.(b) If there is a co-plaintiff residing within the jurisdiction, security will not be required from the plaintiff resident abroad, the defendant having security from the resident plaintiffs.(c) And although any monarch of a foreign nation with whom the United States are at peace,(d) or any one of the States of the Union may be permitted to institute a suit in our courts against any of our citizens ; yet such monarch or co-state may be required to give security for costs.(e)

It would seem, that in England the demand upon the plaintiff to give security for costs may in all cases be made either by motion or petition setting forth the facts upon which the application is made.(f) But here, in cases where the fact of the nonresidence appears upon the face of the bill, it has always been the practice in this court, and certainly is the easiest and best course, to move within the sittings of a term, as at law to lay a rule upon the docket, that the plaintiff be required to give security for costs dur-

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(u) *Lonergeran v. Rokeby*, Dick. 799.—(v) *Weeks v. Cole*, 14 Ves. 518.—(w) *Dyott v. Dyott*, 1 Mad. Rep. 186.—(x) *Pennington v. Alvin*, 1 Sim. & Stew. 264.—(y) *Adlerly v. Smith*, Dick. 355.—(z) *Hoby v. Hitchcock*, 5 Ves. 699.—(a) *Green v. Charnock*, 3 Bro. C. C. 371 ; Dick. 775.—(b) *White v. Greathead*, 15 Ves. 2.—(c) *Winthorp v. Royal Exch. Ass. Comp.*, Dick. 282 ; *Walker v. Easterby*, 6 Ves. 612.—(d) *City of Berne v. Bank of England*, 9 Ves. 347.—(e) 1 Hovend. Sup. to Ves. 149 ; 1785, ch. 36 (f) 2 Harr. Pra. Chan. 60 ; 2 Mad. Chan. 270.