done until bail has been given, when the plaintiff is entitled to bail, unless an attachment hath been laid on the defendant's property, in which case he may appear without giving bail, the attached property standing as a security in lieu of bail.

3. Every complaint must contain a distinct and intelligible statement, in writing, of a sufficient cause of action within the scope of the form of action chosen, otherwise the action may be dismissed.

4. Every complaint must commence in this manner, 'A. B. complains that,' and conclude 'all which the said plaintiff is ready to prove.' No other form is necessary. In no case shall it be necessary to state any fiction of law, or any precise amount of damages, or any matter which it is not necessary to prove.

5. If the plaintiff has really several causes of action, against the same defendant, suited to the same form of action, he may include them all in one complaint, separating them from each other by the words 'And the said plaintiff further complains that.'

6. A complaint in an action growing out of contract, must state the contract and the violation thereof; and if the contract be one merely implied by the law, must state the facts from which the law will imply it.

7. A complaint in an action of debt, must state a written obligation or promise to pay, or it must be in the form prescribed in the next section.

8. A complaint in debt may be in this form, to wit: 'A. B. complains that C. D. is indebted to him for sundry matters, properly chargeable in account, as will appear by the account herewith filed, and has neglected to pay said debt—all which the said plaintiff is ready to prove.' Together with a complaint in this form, there must be filed an account stating specifically, distinctly, and intelligibly, the articles with which the plaintiff intends to charge the defendant, so as to give the defendant notice of the facts the plaintiff intends to prove.

9. A complaint in specific performance must state the contract and the refusal of the defendant to perform his part thereof; it should also state that the plaintiff has performed or is ready to perform his part, unless in cases in which by the terms of the contract the part of which specific performance is sought, is to be performed first.

10. The complaint in injunction should state the contract or other facts, entitling the plaintiff to demand that the defendants should not do the act, from doing which it is sought to injoin him,

and also the belief of the plaintiff that the defendant intends to do such act. The oath of the plaintiff shall be sufficient evidence of such belief.

11. A complaint in contract shall state the contract, the violation thereof, and the fact that the plaintiff has sustained damage by reason of such violation. But it shall not be necessary to specify any amount of damages.

12. A complaint in replevin shall state that the defendant detained certain specified movable property of the plaintiff, enumerating the same.

13. A complaint in ejectment may state that the plaintiff was possessed of the land sought to be recovered, or that any other person was possessed of it, and that the defendant or defendants detain said land; and if possession thereof in the plaintiff be not averred, such complaint shall contain an averment, that the title of the person in whom possession is averred, hath come to the plaintiff. A widow may recover her dower in the same form.

14. A complaint in ejectment may state that the defendant detains the lands of the plaintiff, to which he is entitled, under a grant from the society or other authority, having power according to law, to grant land in the first instance, or from the defendant himself to the plaintiff, or to any other person who may be named in the complaint; and in the last case, the complaint shall contain an averment that the title of such person hath come to the plaintiff. The allegation of possession, is sufficiently proved by proving title, unless some other person is proved to have been in possession, at the time at which it was important to prove possession, in the plaintiff, or the person under whom he claims.

15. A complaint in ejectment may state that a judgment, to be recited in the complaint, was obtained againt the defendant, that an execution issued thereon, and that the sheriff or the other proper officer, in pursuance thereof, sold certain lands of the defendants, to the plaintiff, or to any other person, and that the defendant detains the said lands. If the sale by the officer is not alleged to have been made to the plaintiff, the complaint must also state, that the title of the person, to whom the sale was made, has come to the plaintiff.

16. When an action of ejectment is brought against a tenant who holds over, it shall be sufficient for the complaint to state the lease or renting to the defendant, and that his time has expired. If the defendant be not the original tenant, or the plaintiff not the original

Maryland Historical Society

The Maryland State Colonization Society Papers

XIII. Colonization Pamphlets

1. The Declaration of Rights,
The Constitution of the
State of Md. in Liberia
(rough draft, engrossed copy, printed copy)