

Court on their admissibility will not avail, for the Court will only act upon exceptions taken to the proof below, and its province is not to scan evidence thus presented and pass on its applicability. It may be observed also, that if the exception state an offer of evidence to maintain an issue generally, the language or terms of an objection to it will not by themselves be sufficient to countervail such statement in the exception and circumscribe the offer, *Duval v. Duval*, 21 Md. 149. It has been said that the truth of the facts stated in a bill of exceptions which has been sealed can never afterwards be disputed, *Mitchell v. Mitchell*, 1 Gill, 66. But it was decided in *Riggin v. Patapsco Ins. Co.* 7 H. & J. 279, that a statement in a bill of exceptions, that a party proved such and such facts, meant no more than that he offered evidence thereof, and in *Ricketts v. Pendleton*, 14 Md. 320, it was held, that facts stated in an exception as having been *offered to be proved* must be taken as true for the purposes of the appeal. There can be no diminution alleged by the party for he must hold himself to the matter in the bill sealed; if it be not there it was his folly to omit it, 2 Inst. 427, and see *Wolfe v. Hauver*, 1 Gill, 84.²³ In *Penhallow v. Mersey Docks Trustees*, 30 L. J. Exch. 272, a judge, having signed a bill of exceptions at the trial, subsequently made an order amending it, by correcting a grammatical inaccuracy. The Court *in banc* refused to interfere, saying it had no authority, there being no appeal to the Court in such a matter against the judge who tried the cause and signed the bill of exceptions. It seems that if exceptions are not properly taken, as where they appear on the record after the finding of the jury, the Court of Error cannot give judgment upon them, *Armstrong v. Lewis*, 4 M. & Scott, 1. However, in *Cully v. Doe*, 11 A. & E. 1008, where a bill of exceptions stated the direction of the Court to the jury, and that thereupon the jury gave their verdict for the plaintiff, whereupon the counsel for the defendant did except, &c., it was held that an amendment might be made after the judge's seal had been affixed, by stating the exceptions to have been made before the delivery of the verdict, the judge having stated and counsel having admitted that the exceptions were in fact tendered before the verdict. It is unnecessary to state the verdict in the exceptions, and a written statement by the jury in answer to questions put **132** to them, in addition to a general verdict, cannot properly *be introduced into a bill of exceptions, *Davies v. Lowndes*, 1 Scott N. R. 328. In *Davis v. Wilson*, 2 H. & J. 345, and in *Milburn v. the State*, 1 Md. 13, it was held that an exception neither signed nor sealed was no exception. The seal is an essentially necessary part.²⁴ It has been said above that a bill of exceptions may refer to others and make them parts of it. And one bill may contain several exceptions. In *Ellicott v. Martin*, *supra*,

²³ Cf. *Koch v. Wimbrow*, 111 Md. 21, 26; *Watson v. McHenry*, 107 Md. 245; *Bowling v. Turner*, 78 Md. 595.

²⁴ *Lancaster v. Herbert*, 74 Md. 334; *Rhinehart v. State*, 45 Md. 454. But since the Act of 1894, ch. 33, the seal of the judge is unnecessary. Code 1911, Art. 5, sec. 11. Signing by the judge is still absolutely essential. *Central Ry. Co. v. Coleman*, 80 Md. 328; *Schaeffer v. Ins. Co.*, 80 Md. 563; *Goodman v. Saperstein*, 116 Md. —.