

exceptions must be tendered at the trial, for the party cannot resort back to his exception after a verdict against him, when perhaps if he had stood upon his exception the other party had more evidence and need not have put the cause upon that point, 2 Inst. 427. In *Roloson v. Carson*, 8 Md. 208, the Court, noticing the Act of 1834, ch. 233, sec. 11,²⁸ which applied to Baltimore County Court, and in respect of bills of exception restored the practice existing before the Act of 1828, ch. 161, said that under it the Court had a discretion as to the time at which exceptions should be prepared and executed, provided they are completed before verdict if the party requires it. They said, however, that in general the most appropriate time for preparing an exception is immediately after the decision excepted to, when the facts are fresh, and the witnesses are in attendance. And the same point was ruled in *Andre v. Bodman*, 13 Md. 256. The bill is often, most generally indeed, prepared and executed after verdict, the exception of course having been previously noted. Where there is no jury the Court of Appeals intimated in *Nesbitt v. Dallam* *supra*, that the exception could not be drawn up until after the decision of the Court. And in that case it was actually settled and signed after the term had expired.

In England it has been held that if a party sue out a writ of error and remove the record, before he has obtained the judge's seal to the bill of exceptions tendered at the trial, he waives the bill of exceptions allowed by the judge, and the Court of Error, as it seems, cannot order a party to settle a bill of exceptions, in order that it may be sealed and appended to a transcript of the record, *Dillon v. Doe*, 1 Bing. 17. However in *Willans v. Taylor*, 6 Bing. 512, see *Taylor v. Willans*, 2 B. & Ad. 846, it was determined that where the defendant sent the plaintiff a copy of the bill of exceptions in order to his concurring in the statement of facts, and at the same time sued out a writ of error, the plaintiff had no right to retain the bill of exceptions on the ground that the defendant had waived it by suing out the writ of error, and the bill not having been ready when the writ of error was returned, the Court on consideration of the circumstances allowed it to be tacked on the record afterwards, on the terms of the defendant paying all costs and bringing the amount of the judgment into Court. It seems, also, that the defendant is entitled to a reasonable time to complete his exceptions before the other party takes any further steps, *R. v. Rowley*, 2

provided that if either party, or the judge, requires, the bill must be signed before verdict, as is the case in Baltimore. See Balto. City Code, sec. 316; Rule No. 34 of Law Courts in Baltimore; *Buffington v. Davis*, 33 Md. 511.

Sec. 316 *supra* provides that bills of exception must be signed within thirty days unless the time for signing shall have been previously extended by the court or by consent of parties. In *Edelhoff v. Horner Co.*, 86 Md. 595, it is held that even though the parties consent, the judge may still refuse to sign; and also that his extension, though made *sua sponte* is valid. An extension "to" a particular day includes that day. *Gottlieb v. Wolf Co.*, 75 Md. 126. Sundays are included in the computation of the thirty days. *American Tobacco Co. v. Strickling*, 88 Md. 500.

²⁸ See Pub. Loc. Laws (1888), Art. 3, sec. 21; *Wheeler v. Briscoe*, 44 Md. 308.