

entries were made after consultation with Register Smith, and under his advice, with a view to excluding from the schedule worthless accounts. It is not shown that the entries in any wise worked injury to the bankrupt's estate or were prejudicial to creditors.

Upon the whole, therefore, I am brought to the conclusion that neither the tenth nor the eleventh specification has been sustained.

The specifications of opposition having been disposed of upon their merits, it has been deemed unnecessary to consider the exceptions thereto filed by the bankrupt.

I am of opinion that all the specifications should be overruled, and the bankrupt granted his discharge, upon the presentation of the register's certificate of his conformity to the provisions of the law.

And it is so ordered.

McKENNAN, J. I sat at the argument of this case with the district judge, in order that the delay in the final determination of it, which might result from an appeal to the circuit court, might be avoided. The foregoing opinion, therefore, is to be understood as expressing the views of both of us, and as practically deciding the controversy.

FRICK *v.* THE COUNTY OF CHRISTIAN.

(*Circuit Court, D. Kentucky.* March 4, 1880.)

AWARD—COUNTY COMMISSIONERS—RATIFICATION.—An award will not be vacated for want of authority in the county commissioners to make the submission at the instance of a party to the arbitration, when such award has been approved by the county court and the money paid by the county in pursuance of the same.

SAME—MISTAKES OF FACT.—A demurrer to a bill to set aside an award will not be sustained, where the award was based upon mistakes of fact which had not been called to the attention of the arbitrator at the time the award was made, and which, if known, would have changed the result of the award.

Demurrer to bill to set aside award. The facts set forth in the bill, and in the amendments thereto, are substantially as follows: On April 20, 1867, the complainant entered into a contract with certain commissioners, appointed by the county court of Christian county, for the erection of a court-house for the sum of \$53,413. Complainant began the construction of the building and pursued it for about a year, when complaints were made with regard to the poor quality of the work, and complainant also made a counter claim for extra work performed outside of the contract. It was finally agreed to submit the whole matter to an arbitrator, and, on the twenty-second of October, 1868, the complainant and the commissioners, acting apparently without authority, agreed that one Shryock, an experienced architect of Louisville, should arbitrate and settle all matters of dispute between them, taking the contract, deciding what deduction should be made for defective and imperfect work and bad materials, and also what Frick should have for the extra work, and determine what should be paid him over and above the contract price.

On November 3d the arbitrator made his award, declaring that the contractors should rebuild certain portions of the court-house, and that complainant was entitled to receive for his extra work the sum of \$23,189.30 over and above the contract price. The bill further alleges that in making this award the arbitrator mistook the amount of extra work done, the materials furnished, and the price that was agreed to be paid to the complainant therefor; and also made a mistake in measuring the extra cut stone-work constructed by him; and afterwards, having discovered these mistakes, attempted to correct the same and make an amended award, which, it is conceded, he had no authority to do, whereby he awarded to the complainant the further sum of \$4,186.28, this award being dated October 3, 1870. The county appears to have paid the complainant the amount originally awarded to him by the arbitrator, and the complainant to have received it, but the county refused to pay the amount allowed in the amended award, or to have anything whatever to do with it further.