

Also, in *Conroy Brothers, Inc., v. J. J. Duggan & Brothers, et al.*, 17 O. A., 435, it was held:

“A provision in a building contract, to the effect that all questions in dispute between the contracting parties shall be determined by a certain named architect, is binding upon the parties in the absence of fraud, dishonesty or collusion on the part of such arbiter.”

In view of the foregoing and in specific answer to your inquiries, it is my opinion that your determination of the matter in controversy is clearly within your lawful administrative functions and that such determination is final until and unless a court of competent jurisdiction should find otherwise in a proper proceeding.

Respectfully,

JOHN W. BRICKER,
Attorney General.

6591.

APPROVAL—CONTRACT FOR STEEL WATER TANK AND TOWER AT CAMP PERRY, OHIO, \$10,970.00, UNITED STATES GUARANTEE COMPANY, SURETY—CHICAGO BRIDGE AND IRON COMPANY, CONTRACTOR.

COLUMBUS, OHIO, December 30, 1936.

HON. EMIL F. MARX, *Adjutant General, Columbus, Ohio.*

DEAR SIR: You have submitted for my approval a contract between the State of Ohio, acting by and through yourself as Adjutant General of Ohio and Director of State Armories, and The Chicago Bridge and Iron Company of Chicago, Illinois. This contract covers the construction and completion of a steel water tank and tower at Camp Perry, Ohio, in accordance with the form of proposal dated November 9, 1936. Said contract calls for an expenditure of ten thousand nine hundred and seventy dollars (\$10,970.00).

You have submitted the certificate of the Director of Finance to the effect that there are unencumbered balances legally appropriated in a sum sufficient to cover the obligations of the contract. Certificates of the Controlling Board show that such board has released funds for this project in accordance with Section 8 of House Bill No. 531 of the 91st General Assembly. In addition, you have submitted a contract bond, upon

which the United States Guarantee Company appears as surety, sufficient to cover the amount of the contract.

You have further submitted evidence indicating that plans were properly prepared, notice to bidders was properly given, bids tabulated as required by law and the contract duly awarded. Also it appears that the laws relating to the status of surety companies and the workmen's compensation have been complied with. A certificate of the Secretary of State shows that the contracting foreign corporation is admitted to do business in Ohio.

Finding said contract and bond in proper legal form, I have this day noted my approval thereon and return the same herewith to you, together with all other data submitted in this connection.

Respectfully,

JOHN W. BRICKER,
Attorney General.

6592.

APPROVAL—CONTRACT FOR ROAD IMPROVEMENT IN
DEFIANCE COUNTY, OHIO.

COLUMBUS, OHIO, December 31, 1936.

HON. JOHN JASTER, JR., *Director of Highways, Columbus, Ohio.*

6593.

APPROVAL—FIVE GRANTS OF EASEMENT TO LAND IN
RICHLAND AND CLARIDON TOWNSHIPS, MARION
COUNTY, OHIO.

COLUMBUS, OHIO, December 31, 1936.

HON. L. WOODDELL, *Conservation Commissioner, Columbus, Ohio.*

DEAR SIR: You have submitted for my examination and approval certain grants of easement executed to the State of Ohio by several property owners in Richland and Claridon Townships, Marion County, Ohio, conveying to the State of Ohio, for the purposes therein stated, certain tracts of land in said townships and county.

The grants of easement here in question, designated with respect to the number of the instrument and the name of the grantor, are as follows: