

July 6, 2007

Charles R. Fulbruge III
Clerk

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 07-20032
Summary Calendar

TORCH & E&P COMPANY; VELASCO GAS COMPANY, LTD.,

Plaintiffs-Appellants,

versus

J.M. HUBER CORP.,

Defendant-Appellee.

Appeal from the United States District Court
for the Southern District of Texas
USDC No. 4:06-CV-1786

Before KING, HIGGINBOTHAM, and GARZA, Circuit Judges.

PER CURIAM:*

For the reasons stated by the district court, we AFFIRM. Torch got what it bargained for - the arbitrator's proper exercise of the power to apply law to fact. Torch suggests that the arbitration clause in its contract, requiring arbitration of "any...dispute...of any kind...in any way arising out of" the contract, somehow grants narrower powers to the arbitrator than a clause granting an arbitrator the power to determine "the meaning and application" of the contract. If anything, the grant of power in Torch's contract is broader. In any event, either grant of

* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

power includes the power to interpret the contract, and the arbitrator here did not go outside of interpreting the contract.

AFFIRMED.