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A characteristic feature of this article is, as well stated by the demurrant, the statute of fraud which it embodies. Its salient and essential purpose was to guard the government from claims for extra work. This appears repeatedly as the section progresses. The contract is declared to be upon the express condition that the plans and specifications shall not be changed except upon a written order of the bureau of yards and docks, and that, if it shall be found "advantageous or necessary" to make any change "in the aforesaid plans and specifications," the same must be agreed upon by the parties to the contract. This is followed by the proviso that, where the increased cost exceeds \$500, a board of naval officers shall determine the sum to be paid or deducted from the contract; and the second proviso states "that, if any enlargement or increase of dimensions shall be ordered by the secretary of the navy during the construction," the same shall be ascertained by a board of naval officers, who shall determine the sum that shall be paid to the contractor for the "additional work that may be required under this contract"; and the third proviso is to the effect that "no further payment shall be made, unless the supplemental or modified agreement shall have been signed before the obligation arising from such change or modification was incurred, and until after its approval by the party of the second part." There is a final proviso that "no change herein provided for shall in any manner affect the validity of this contract."

It is unnecessary to determine whether it would be obligatory upon the contractor to enter into the supplemental contract to which reference is made in this article, however doubtful it may be whether the United States is protected in that regard. Nevertheless, the article does provide a procedure to be observed, should occasion arise, for deduction from, or addition to, the work as prescribed in the plans and specifications; and it is contemplated, at least, that the contractor may enter voluntarily into such a contract, and that such contract shall not affect the validity of the main agreement. Did not the sureties, when reading this provision, discover and understand that such changes might be called for; that the contractor might make a supplemental contract therefor; and that the change stipulated would not invalidate the original contract to which they stood in the relation of parties? Would it be reasonable to hold that the sureties understood, or were fairly justified in understanding, while reading this seventh article, that any changes made pursuant to it would release them from their relation to the original contract, whose continued validity was declared notwithstanding such changes? Finally, would it be consonant with the intention of the parties, including the sureties, to read into the seventh article a provision that the making of an auxiliary contract without the consent of the sureties should release them? It is considered that, although the contractor was not by any specific terms obligated to enter into any subsidiary agreement, yet that he might be asked to do so, and that the article contemplated his assent to modifications of the work, without impairing the main obligation or the

liability of those who assured its performance. If this be correct, did the contemplated change of the contract justify the agreement for the 70-foot extension of the dock? This presents a grave question, and its solution requires some just rule of general application. Do sureties, by consenting to changes involving an enlargement of the work, consent to an unlimited extension thereof? Could the dry dock have been doubled in length? If the contract were for a 2-story house, could it have been increased to 20 stories? If it were agreed that the material should be of wood, could marble be substituted? Obviously, such excessive changes would not be within the thought or the understanding of the parties or the sureties. But a rule of interpretation, otherwise suitable, cannot be defeated by showing the absurdity of its unlimited application. All rules operate within reasonable limits, and the court regards their legitimate use, and not their abuse. Where a building contract contemplates changes in the work, which will bind the sureties for the fulfillment of the contract as modified, the changes subsequently made must bear in extent and value some reasonable ratio to the original structure. If the plans and specifications call for a house of particular dimensions and quality, a consent to changes anticipated in the contract should be construed to be limited to changes relevant to, and consistent with, the structure first projected. Changes of such nature, and only such changes, would be anticipated by all the parties to the contract as would be reasonable and cognate to the structure primarily planned, and its purpose. In the case at bar a large dry dock was required by the United States to be located at a principal navy yard, and it was manifestly intended for the accommodation of all classes of government vessels. Article 7 manifestly contemplated that changes in its dimensions might be required, and provided for auxiliary contracts for fixing a due consideration for such extension, without disturbing otherwise the continuance of the principal engagement. The subsidiary contract provided for an extension of 70 feet, which was nearly 12 per cent. of the length first adopted, at an increased cost of about  $7\frac{1}{2}$  per cent. of the whole consideration. Considering the magnitude of the structure as first intended, and its great expense, and the large use to which it was devoted, the change seems to be such as the parties might have had in view in subscribing to the provisions of the seventh article. The change is a homogeneous, and not an incongruous, addition, nor even a duplication of parts, as would be the case in multiplying the stories of a house; but it is the mere symmetrical enlargement or extension of a specific thing, the construction of which was undertaken, and such enlargement is not greater than the customary use of a dry dock by the government might demand in common reason. Although article 7 might well have contained clearer provisions for the continued obligation of the sureties and the protection of the government thereby, yet it seems to admit fairly of the interpretation given.

There have been various judicial expositions of the allowable departure from original plans and specifications, when some change of plans was contemplated by the original building contract, to some