

MAINE STATE LEGISLATURE

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STATE OF MAINE
DEPARTMENT OF THE ATTORNEY GENERAL
AUGUSTA

April 16, 1936

State Highway Commission
Augusta, Maine

Attention: Hon. Paul C. Thurston

My dear Mr. Thurston:

In compliance with your request for an opinion "as to what effect a supplementary agreement made between the State Highway Commission and a contractor would have upon the bond furnished by the contractor", I regret to have to inform you that I cannot give you a definite answer without having more information relative to the provisions of the "supplementary agreement".

The general rule is that a surety is not to be held beyond the precise terms of his contract. In other words, a surety is never to be implicated beyond the fair scope of his agreement.

It appears to me that a supplemental agreement which does not impose on the surety a greater liability than he originally assumed, as by causing a variation of the risk, would not amount to a violation of the rule, and would not avoid the contract bond.

Very truly yours,

Deputy Attorney General

SLF H