statutes which regulate the relation of master and servant[7], or in an ordinary civil action for damages caused by his breach of his engagements[8].

Nor will he be enjoined from violating an express provision in the contract which binds him not to enter the employment of any other person during the stipulated period[9]. Nor can his

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[7] In *R.* v. *Lord* (1848) 12 Q.B. 757, 3 New Sess. Cas. 246, 12 Jur. 1001, 17 L.J.M.C. 181, one of the grounds on which a conviction of the infant, under Stat. 4 Geo. 4, ch. 34, § 3, for absenting himself from service without leave, was quashed, was that the contract bound the infant not to engage in any other service or business during the whole term, while it reserved to the master the right to stop the work and the wages whenever he pleased. Lord Denman, C.J., declared that such an agreement could not be considered as beneficial to the servant, but that it was inequitable and wholly void.

An infant was apprenticed by a deed containing a provision that the master should not be liable to pay wages to the apprentice so long as his business should be interrupted or impeded by or in consequence of any turn-out, and that the apprentice might during any such turn-out employ himself in any other manner or with any other person for his own benefit. *Held*, that, this provision not being for the benefit of the infant, the apprenticeship deed could not be enforced against the infant under the Employers and Workmen Act, 1875, ss. 5, 6. *Meakin* v. *Morris* (1884) 12 Q.B.D. 352.

An infant was apprenticed by a deed containing a provision that the masters should not be liable to pay wages to the apprentice so long as their business should be interrupted or impeded by or in consequence of any turn-out, and that the apprentice might during any such turn-out, and for such reasonable time thereafter as might be necessary for him to enable him to determine such employment as thereinafter mentioned, employ himself in any other manner or with any other person for his own benefit, and that in case the apprentice should elect so to employ himself the master should not, during the time he should so employ himself, be bound to teach or instruct him. *Held*, that the apprenticeship deed could not be enforced against him under the Employers and Workmen Act, 1875, §§ 5, 6. *Corn* v. *Matthews* (1893) 1 Q.B. 310. The general rule laid down by A. L. Smith, L.J. was that "if there be a stipulation in the contract entered into by an infant so much to the detriment of the infant as to render it unfair that the infant should be bound by it, then the deed cannot be enforced at all."

[8] In such an action it was held that an agreement which binds an infant to serve for the space of five years, with a clause that, in case of illness, or absence from any cause whatsoever, the stipulated payments should cease, is not a contract for the benefit of the defendant. *Birkin* v. *Forth* (1875) 33 L.T.N.S. 532.

[9] *De Francesco* v. *Barnum* (1890) 45 Ch. Div. 165. Aff'g 43 Ch. Div. 165. The decision on the appeal was put upon the broad ground, that a contract was unreasonable, which placed the infant almost absolutely at the disposal of the master, which required him to undertake any engagements at any theatre in England, or any theatre in the United Kingdom or anywhere else in the world, which provided that he was to receive no remuneration and no maintenance, except when employed, which did not create any correlative obligation on the master to find employment for him, and which empowered the master to put an end to his chances of success at any time