"although he is to receive wages, ought not to be binding, because he is not presumed to be capable of judging of the value of his services, nor of the kind of labour most suitable for him'"[1]; that the law, having regard to this presumption, gives him the privilege of judging whether the contract is beneficial or not, and of avoiding it, if he should prefer to do so[2]; that it would contravene the principle on which the main rule as to the voidability of an infant's contracts is founded, viz., the benefit of the infant

[1] Parker, J. in *Moses* v. *Stevens* (1824) 2 Pick. 332. The learned judge fortified his statement by the following additional remarks: "Even a contract of apprenticeship, by means of which he is to acquire a knowledge of some mechanical or other business, is not by the principles of the common law obligatory; certainly a contract by which he disposes of his personal labour without any stipulation for instruction, is less deserving of legal protection. The cases cited to prove that this was a binding contract upon the plaintiff, because it was for his interest, only shew that it was not absolutely void, but only voidable. He has avoided it by leaving the service before the time expired, and by bringing his action upon a *quantum meruit*, instead of an action upon the contract. There are some cases from which it has been inferred in argument, that certain acts done by an infant are not only not void, but cannot even be avoided by him; but that doctrine has been only applied to cases of land, which it is said are necessarily required by law to be binding, otherwise the land would lie unoccupied. There is no case in which it is holden that an executory contract by an infant, except for necessaries, is binding. If the ground taken by the defendant could be maintained, that this contract could not be avoided, because it is for the benefit of the infant, then every loan of money of which he might make a profitable use, and every sale of goods upon which he might get an advanced price, would form a consideration for a promise which he could never avoid; and in order to determine his right of rescinding, it would be necessary to look into the consequences of his contract. But the law has established the general rule from a regard to the general effect of allowing minors to make valid contracts, not with a view to the particular benefit or mischief which might result from them."

Compare also the following passages:

"This cannot be considered a contract for necessaries and therefore binding, as an infant cannot judge for himself as to the value of his services, the time suitable to bind himself, or the nature of the employment. An express contract to pay for necessaries to be thereafter furnished for a length of time would not be valid." *Thomas* v. *Dikes* (1839) 11 Vt. 273. In this case the court also rejected the contention that the contract might be considered as binding because the infant might be compelled to go out to work by his guardian or the overseer of the poor. It was declared that he could not have been compelled to make a contract of this nature.

"The plaintiff's contract in this case with the defendant can not be considered as a contract for necessaries. This is a contract for service, and the plaintiff could not, in the eye of the law, judge as to the value of those services, the time suitable for her to engage, or the proportion of time which she ought to go to school, nor what her compensation ought to be, over and above her support and schooling." *Meeker* v. *Hurd* (1859) 31 Vt. 639.

[2] *Gaffney* v. *Hayden* (1872) 110 Mass. 137, 14 Am. Rep. 580, adopting a conception put forward in *Vent* v. *Osgood* (1837) 19 Pick. 572.