to warrant a commentator in stating positively that a doctrine of this comprehensive scope is accepted by the courts[s].

(*d.*) *Infants not bound for any purpose by non-beneficial contracts.*—Where an infant's contract of service is seen to be on the whole prejudicial to him, a court will not permit it to be enforced against him either in proceedings taken under the

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have no control, such as a strike, the case before him would not have been so clear.

[s] In *Fellows* v. *Wood* (1888) 59 L.T.N.S. 513, an infant contracted with a dairyman to enter his employment at a salary of £1 a week, and agreed that he would not serve for his own benefit any of his employer's customers during the time he remained in such employment, or for two years afterwards, and that two weeks' notice to leave was to be given on either side. *Held*, that this contract was beneficial to the infant, and could be enforced against him, and that sect. 1 of the Infants' Relief Act 1874 (37 & 38 Vict. c. 62) does not apply to such a contract. Manisty, J. said: "I consider that this contract was decidedly beneficial to the defendant; the notice the plaintiff was obliged to give was short, but the salary was reasonable, and the defendant had the opportunity of learning his business, and had plenty of time to get to know all the plaintiff's customers; so, for this reason, the plaintiff was justified in binding him not to serve them for two years after leaving him."

In *De Francesco* v. *Barnum* (1890) 43 Ch. Div. 165, Chitty, J. said that he was persuaded from a careful examination of the report that the injunction in the above case was not granted against an infant, but against a man of full age, who, to a certain extent, appeared to have acted upon the contract after the infancy had terminated. On the appeal (45 Ch. D. 165), no reference was made by Fry, L.J. to this particular aspect of the contract. But in *Evans* v. *Ware* (1892) 3 Ch. 502, North J. suggested that Chitty, J. had not in his mind the exact facts of the *Fellows Case*, and confused it with *Cornwall* v. *Hawkins* (1871) 41 L.J. Ch. 435, 36 L.T.N.S. 607, where there actually was a ratification of the contract by the infant after he had reached majority (see §7, note 3, *post*). The present writer ventures to think that, whether this suggestion is well founded or not, there is nothing in the language used by Manisty, J. in the *Fellows Case* to justify its being explained on the footing propounded by Chitty, J.

In *Evans* v. *Ware*, *supra*, it was held that an agreement by an infant in consideration of employment, that he would not compete in business with his employer for two years after leaving, within a radius of 5 miles, was for his benefit, and would be enforced upon his leaving and engaging in business in violation thereof after attaining his majority. North, J. distinguished *De Francesco* v. *Barnum*, *supra*, as being a decision relating to a contract of apprenticeship. But having regard to the very general statements found in the judgment of Fry, L.J. on the appeal of this case, it is perhaps unnecessary to rely on this circumstance as a means of reconciling the two decisions.

From the language used in *De Francesco* v. *Barnum* (1890) 45 Ch. Div. (see note 9, *infra*) it is perhaps permissible to infer that the remedies there asked for would have been granted, if the contract had not been regarded as non-beneficial. But such deductions as to the hypothetical converse of an actual decision are somewhat unsafe.

In *R.* v. *Chillesford* (1825) 4 B. & C. 94, it was assumed by Bayley, J., *arguendo*, that no action can be maintained against an infant to enforce a beneficial contract. But this remark cannot be reconciled with the later cases cited in notes 4, 5, *supra*.