2. —where the services are to be rendered to the infant's father.— There is ample authority for the doctrine that the relation of parent and child does not destroy the capacity to contract, and that it is therefore competent for an infant to become the servant of his father, under an express contract,—at all events in regard to any services which are not obligatory by reason merely of the relation of parent and child[1]. This doctrine obviously holds, irrespective of the question whether the infant has or has not been previously emancipated; for if the infant has not been emancipated before the contract is entered into, the mere fact of the father's agreeing to take him as a servant and pay him wages amounts in itself to an emancipation.

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[1] *R.* v. *Chillesford* (1825) 4 B. & C. 94 (a case in which the infant was held to have acquired a settlement by his service). Littledale, J. argued thus: "There is by law a species of service due from a son or daughter to the parent, which, as to the latter, is the foundation of the action of seduction, and there it is not necessary to prove actual service; and if there be any species of service due by law from the child to the parent, why may not the obligation of serving the parent be extended by allowing him to hire the child at certain wages for a specific time? It is admitted that an infant may hire himself to a third person, but it is said, that being already under the control of the parent, and owing some services to the parent, the child cannot make a contract with him; but there is no reason why a child may not contract to render to a parent other services than those which are due in consequence of the relation of parent and child." Bayley, J. concurred, pointing out that the capacity for contracting clearly existed in the case of emancipated children, or of natural children, or of step-children, *Rex* v. *St. Peter's Dorset*, Burr. Sett. Cas. 515. If there was a *bonâ fide* contract it produced new rights and new relations. It gave the father a new right of control, and the child a right to wages, which was beneficial to him; and it also gave him a settlement in that parish, where he served under the contract.

Services rendered under an express contract to her father by his emancipated daughter during her minority are a good consideration for a conveyance of land to her. *Kain* v. *Larkin* (1892) 131 N.Y. 300, 43 N.Y.S.R. 107, 131 N.Y. 300, 30 N.E. 105, reversing 42 N.Y.S.R. 571, 17 N.Y. Supp. 223.

A promise by a father to his infant daughter to pay her so much for labour to be thereafter performed by her for him is not void. *Fort* v. *Gooding* (1850) 9 Barb. 371.

In a Canadian case it was doubted, whether if an infant hire himself for wages to his parent by an express contract, the contract is binding on the infant. *Perlet* v. *Perlet* (1857) 15 U.C.Q.B. 165. Robinson, C.J. intimated strongly that, in his opinion, a mother is entitled to the labour of her infant children while they live with her and are supported by her, and that an agreement by her infant son to labour for her was a contract not sustained by a valuable consideration. The English case above cited was evidently not brought to the attention of the learned judge. Nor did he give due regard to the circumstance that a parent may emancipate his child, and so relinquish his parental rights to the labour of the child.