RECENT DECISIONS ON THE LAW OF INFANTS.—The decisions during the past year have touched upon most of the points usually giving rise to controversy in the Courts upon the law relating to infants—viz., Contracts. Maintenance, Custody, and Procedure, most of the decisions being those of the Chancery Division. The first two cases mentioned in the following article illustrate the principle of the mutuality of contracts. In *De Francesco* v. *Barnum* (No. 1), 59 Law J. Rep. Chanc. 151; L.R. 43 Chanc. Div. 165, an attempt to apply the rule laid down in *Lumley* v. *Wagner* to the covenants in an apprenticeship deed failed, Mr. Justice Chitty holding, on the authority of *Gylbert* v. *Fletcher* (Cro. Car. 179), that, inasmuch as no action could be brought against an infant upon a covenant to serve, the negative clauses in this apprenticeship deed could not be enforced by injunction; and in the second action, before Mr. Justice Fry, the covenants in the deed being held unreasonable, no action was maintainable against a showman for enticing the apprentice away from the plaintiff's employment. By the Infants' Relief Act (37 & 38 Vict., c. 62), s. 1, all voidable contracts by infants (1) for money lent or to be lent, or (2) for goods supplied or to be supplied (other than contracts for necessaries), and (3) all accounts stated with infants, are declared to be absolutely void. In the case of *Valentini* v. *Canali*, 59 Law J. Rep. Q.B. 74; L.R. 24 Q.B. Div. 166, the infant plaintiff had agreed to become tenant of a house and to pay a sum for the furniture therein. He occupied the house for some months, paid part of the agreed sum, and used the furniture. This contract, not being one of those mentioned in the above section, was held not to entitle the plaintiff to recover the sum paid to the defendant. In *Lowe* v. *Griffiths*, 1 Scott, 458, an infant was held liable for the lease of a dwelling-house suitable to his circumstances. Again, in *Duncan* v. *Dixon*, 59 Law. J. Rep. Chanc. 437; L.R. 44 Chanc. Div. 211, Mr. Justice Kekewich held that a marriage settlement made by an infant on his marriage in 1878 (since dissolved) was, as regards the infant, voidable, and not void by the section above referred to. The case of *Martin* v. *Martin*, L.R. 1 Eq. 369, had decided that maintenance should be allowed out of a legacy to an infant, whether vested or contingent, in the manner most beneficial to the infant, and Mr. Justice North's decisions in *In re Wells*; *Wells* v. *Wells*, 59 Law J. Rep. Chanc. 113; L.R. 43 Chanc. Div. 281, and in *In re Jeffery*; *Burt* v. *Arnold*, applied that principle. *In re Scott*; *Scott* v. *Hanbury* again before Mr. Justice North decided that section 2 of the Infants' Settlement Act (18 & 19 Vict., c. 43), which enacted that the death of an infant under twenty-one avoids any appointment or disentailing assurance executed under the Act, does not, unless the infant is tenant in tail, make the settlement void by reason of the infant having died while still an infant. In *In re Phillis*, 56 Law J. Rep. Chanc. 337; L.R. 34 Chanc. Div. 467, the Court had decided that a settlement can be made under the Act after the wife, having been married under the age of seventeen, has attained that age, provided the settlement is really made upon the occasion and for the purposes of marriage. *Regina* v. *Barnardo*, *Jones's Case*, affirmed the *prima facie* right of a mother to the custody of her illegitimate child, which *Regina* v. *Nash*, 52 Law J. Rep. Q.B. 442; L.R. 10 Q.B. Div. 454, had established. . . .—*Law Journal.*