

sort is not necessarily negatived by the fact that the contract contains some unilateral provisions in favour of the master. "Whether they are inequitable or not depends on considerations outside the contract. If such provisions were at the time common to labour contracts, or were in the then condition of trade such as the master was reasonably justified in imposing as a just measure of protection to himself, and if the wages were a fair compensation for the services of the youth, the contract is binding, inasmuch as it was beneficial to him by securing to him permanent employment, and the means of maintaining himself".

(c.) *In other kinds of actions.*—The general expressions used by the courts in cases of the type just discussed might seem to warrant the conclusion that any contract of service which is on the whole beneficial to an infant, is in England considered to be enforceable for all purposes and in all kinds of legal proceedings. But the authorities, although on the whole they may fairly be said to sustain that conclusion, are not sufficiently harmonious

tinguished on the ground that the Employers and Workmen Act was by its express terms applicable to infants. But a perusal of the judgments in those cases shews that they were not decided on any such narrow ground.

³ *Leslie v. Fitzpatrick* (1877) L.R. 3 Q.B. Div. 220, per Lush, J. (p. 232). In that case an infant contracted to serve shipbuilders as a plater and riveter for five years, at increasing weekly wages mentioned in the agreement, provided that, if they should cease to carry on their business, or find it necessary to reduce the operation of their works for any cause over which they should not have any control, they were to be at liberty, on giving fourteen days' notice, to terminate the agreement and discharge the infant from their service. *Held*, that the agreement was not void on the face of it, so as to prevent its enforcement under the Employers & Workmen Act, 1875, 38 & 39 Vict. c. 90.

By a deed of apprenticeship of an infant it was provided that the apprentice should serve for a term of years, excepting the usual holidays and days on which the master's business should be at a standstill through accident beyond the control of the master, and that during the said term, excepting and subject as aforesaid, the master should pay the apprentice wages for her services. *Held*, that the provision that the master should not be liable to pay wages to the apprentice during the excepted period was not so disadvantageous to her as to render the apprenticeship deed incapable of being enforced against her under the Employers and Workmen Act, 1875. *Green v. Thompson* (1899) 2 Q.B. 1. Darling, J. was of the opinion that the case was covered by the remark of Lindley, L.J. in *Corn v. Matthews* (1893) 1 Q.B. 310, to the effect that, if the proviso (as to the suspension of wages) were addressed to a state of things over which the master might