

Such an assignment constitutes in effect a license by the father to undertake the custody of his son, and employ him in the manner stipulated, and gives the assignee a right for the time being to the services of the son<sup>2</sup>. An agreement of this description ceases to be binding on the minor when he arrives at full age<sup>3</sup>. It is also terminated by the death of the father<sup>4</sup>, unless it is made with reference to some statutory provision which allows parents to bind their children to service until they reach their majority; in which case the terms of the statute must be strictly complied with in order to create a continuing obligation<sup>5</sup>.

Where a minor son is so hired out by his father the employer cannot, without the assent of the father, make a new contract with the minor himself which will have the effect of superseding the original contract<sup>6</sup>. This rule is applicable, although that contract provides that the employer may discharge the boy if he does not like him. It is not deemed to be a discharge according to the spirit of the contract, if he tells the boy that he can not keep him under its terms, and then makes a new and different agreement, without the knowledge of the father<sup>7</sup>.

A person to whom the employer of a minor has lent the latter's services has no concern with the efficacy or inefficacy of the contract between the father and the employer of the minor, and cannot set up the invalidity of such contract in an action by the employer to recover compensation for the services<sup>8</sup>.

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<sup>2</sup> *Campbell v. Cooper* (1856) 34 N.H. 49.

<sup>3</sup> *Day v. Everett* (1810) 7 Mass. 145.

<sup>4</sup> *Day v. Everett* (1810) 7 Mass. 145; *Campbell v. Cooper* (1856) 34 N.H. 49. In the latter case this rule was explained as resting upon the principle, that "the common law, while it imposes upon the father no obligation to make provision for the support or education of his infant children after his decease, does not confer upon him the right correlative to it,—to bind them to service after his decease."

<sup>5</sup> *Campbell v. Cooper* (1856) 34 N.H. 49.

<sup>6</sup> *McDonald v. Montague* (1858) 30 Vt. 357.

<sup>7</sup> *McDonald v. Montague* (1858) 30 Vt. 357.

<sup>8</sup> *Johnston v. Bicknell* (1843) 23 Me. 154.