9. Contracts made by infants as employers.—The general rule as to the obligatory character of an infant's contracts for necessaries involves the corollary that a contract by him for the hire of a servant suitable to his station in life is binding upon him, to the extent at least of rendering him liable for the compensation earned by the servant[1]. In cases where that rule is not controlling the effect of such a contract is somewhat obscure.

Upon the analogy of the doctrine applied in respect to other contracts, it would seem that the contract of an infant for the hire of a servant, should, if not clearly prejudicial, be regarded as being merely voidable at his own option, and that, until it has actually been disaffirmed by him, it should be deemed to subsist for all purposes both as between himself and the servant, and with reference to third persons. This theory as to the juridical situation would involve the following consequences—that he would be liable for any wages earned while he treated the contract as valid, at all events for such wages as were already due and payable at the end of the last of the periods with reference to which their amount was measured; that he would be entitled to maintain an action for damages against a third person who might interfere wrongfully with the contract by enticing away the servant or otherwise; and that he would be liable for such torts as might be committed by the servant in the course of his employment. There is, however, a singular dearth of judicial authority on the questions thus indicated, and in the only case which has come to the notice of the present writer, the validity and effect of an ordinary contract by an infant for the hire of a servant has been treated as being determinable not by the general

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respect to the amount of the stipulated wages, the infant having gone on working for two months after he became of age).

[1] "A servant in livery may be allowed to a rich infant, because such attendance is commonly appropriated to persons in his rank of life." *Chapple* v. *Cooper* (1844) 13 M. & W. 252; per Parke, B., *arguendo*. The actual point decided in this case was that an infant widow is bound by her contract for work and labour done in furnishing the funeral of her husband, who has left no property to be administered. Such a contract was regarded as being for her personal benefit and in a broad sense reasonably necessary.

In *Hands* v. *Slaney* (1800) 8 T.R. 578, Lord Kenyon refused to say that it was not necessary for a captain in the army to have a servant.