

things are necessary for him in his station and condition in life he may contract for, if he is not living with his parents or guardians, who are able and willing to support him. If he should not pay for such necessary articles, the dealer from whom he purchased them may sue and recover from him just the same as though he were of full age. In Ontario a minor fifteen years of age may also insure his life in favor of parents, brothers or sisters, and be held liable for premiums, and premium notes, if the Judge deem such insurance beneficial to the minor. It is likely the courts in all the provinces would treat life insurance in a similar manner.

Minors not at home and supporting themselves may sue and recover for wages earned by them. They are also liable for any damage done or wrong committed by them; also for any criminal offence. Wages of minors may be garnisheed in payment for necessities only.

52. Necessaries for Minors are usually reckoned board, clothing, education and medical attendance, according to their station in life. A suit of tweed clothing for a son of a mechanic, or any person in a similar station in life, would be regarded as a necessary, but a sealskin overcoat or a gold watch would not be. A fur coat or a gold watch would be held a necessary for a millionaire under age.

53. Luxuries for Minors would be anything beyond what the law classes as necessities. For any such articles bought on credit the merchant cannot compel the minor to pay. If, however, the original goods are in his possession, the merchant has the power to replevy and take them back, but he cannot take them himself by force. The minor must either return the goods or pay for them.

54. A Minor's Note, given even for necessities, cannot be collected. If a merchant should chance to take such a note for necessities, he could not sue on the note, but he could hold the note until maturity and then sue on the open account, and present the note as evidence of the debt. He could not sue until the note matured, as that would be the date of payment. If there were an indorser or joint maker, he could, however, enforce payment against such party. (For life insurance note see Section 51.)

55. A Minor as Agent.—A minor may act as agent for another person in any capacity, and bind his principal in contracts made on his behalf. But a minor cannot appoint another person as agent to represent him, because the other party could not bind the minor in a contract any more than the minor could bind himself.

56. A Minor may Ratify his Contract.—When a minor comes of age he may ratify his contract made before age, and thus make it valid and binding. The ratification must be in writing, or by unreasonable delay, to bind him.