

His liability to be called to account in a proceeding of this

not perform his contract, although no action may be maintained against him, he will be liable to the statutable regulations applicable to masters and servants." Having regard to the remark of Abbott, C.J., in this case, that "the contract of an infant, made for his own benefit, according to the general principles of law is not void, but voidable only at the election of the infant," it is possible that these words of Bailey, J., might be construed as meaning merely that, while the contract is allowed by the infant to subsist, he is subject to the statutable regulations.

A similar point of view seems to be indicated by an earlier case in which the court, although holding that a settlement had been acquired by an apprenticeship deed by which an infant had bound himself till his majority to learn husbandry, seems to have regarded the contract as voidable. *R. v. St. Petrox* (1791) 4 T.R. 196, 2 Bott. P.L. 377, Cald. 444.

But the obligatory force of the contract is clearly and categorically asserted in later cases.

In *Wood v. Fenwick* (1842) 10 M. & W. 204, where an infant was prosecuted under the act, 4 Geo. 4, ch. 34, § 3, for abandoning his contract, the actual decision turned upon technical points of procedure. But during the argument of counsel, Lord Abinger, C.B. remarked: "There can be no doubt that, generally speaking, a contract by an infant to receive wages for his labour in binding upon him." In reply to the contention, that an infant may at all events determine a binding contract at any time, he also said: "That would be a contradiction in terms; because to say that he may contract, is to say that he may bind himself by the contract; how then can it be determined at his election the next day."

In *Cooper v. Simmons* (1862) 7 H. & N. 707, an infant apprentice was held liable to be convicted under the statute 4 Geo. 4, ch. 34, § 3, for absenting himself from service without leave. Discussing the provisions of the deed, Martin, B. said: "How can we say that it must necessarily be a disadvantage to an infant to bind himself apprentice for a certain term; if his master lived so long, and in the event of his death to continue apprentice with his executor, provided he carries on the same business in the same town? It is possible that the executor may be a person with whom it may not be beneficial for the apprentice to continue; on the other hand it may be of the greatest benefit to the apprentice to remain in the service of the executor; and we must clearly see that it is not before we can avoid the contract. Wilde, B. thus stated his views: "It was said, and I think correctly, that the contract must be looked at with reference to the time when it was made; and regarding it in that view, the question is whether such a contract as this will bind an infant. . . . It is laid down in the books that the binding of an infant as an apprentice is beneficial to him. Then is it less beneficial by reason of this clause, perhaps unusual, certainly not universal, by which he binds himself to serve the executors? That seems to me to make the contract more beneficial; at all events, I cannot say that the contract is manifestly to his prejudice."

It has also been laid down that an indenture of apprenticeship cannot be avoided by the mere act of the apprentice absenting himself from his master's service. He must formally declare his intention to depart. *Gray v. Cookson* (1812) 16 East, 13, citing an unreported decision of the Court of King's Bench, *R. v. Evered* (1777).

It has been held that the provisions of the Master and Servants Act of Newfoundland (Consol. Stat. Ch. 109) cannot be engrafted on an infant's contract of service, and that he was not subject to the penalties imposed by that act for breaches of it by servants, although it was conceded that the contract belonged to the beneficial class. *Newfoundland Furniture Co. v. O'Reilly* (1874-84) Newfoundl. Rep. 435. The English cases were dis-