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WHAT CONTRACTS OF EMPLOYMENT ARE BINDING UPON INFANTS.

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1. Contracts for the services of infants, where the father contracts with the employer.—At common law, a father may assign the services of his son to another for a consideration to enure wholly to the father¹.

¹ *Day v. Everett* (1810) 7 Mass. 145, where it was held that the Massachusetts statute of 1794, c. 64, did not take this power from the father. All contracts of service, legal at the common law, remained legal after the statute had been passed, but the only remedy, which either party could have, was upon the contract, and not under the statute, unless the provisions of the statute were complied with in forming the contract.

It was stated as "undoubted law" that, if a parent contract for the services of his minor child, in consideration of a remuneration to the latter, the contract is valid, and that the child may maintain an action for the breach of it in his own name. *Eubanks v. Peak* (1831) 2 Bailey (S.C.) 407.

In an early Pennsylvania case it was held that a parent had no power to bind his minor child as a servant, so as to render him subject to the penalties imposed by a statute upon absconding servants. *Resp v. Keppeler* (1793) 2 Dall. 197. Presumably the decision would have been different if the effect of the contract had not been to place the infant in a position in which he became liable to punishment. Whether this supposition is or is not well founded, the case seems to be antagonistic to those in which the English courts have held infants to be amenable to the provisions of similar statutes. See § 4, *post*.