

to the liability of the members of labour organizations for procuring the discharge of employees obnoxious to them. In the present connection it is sufficient to remark that, under either doctrine, the effect of an actual avoidance of the contract by the infant is to deprive the master of all claim to future services, and to incapacitate him from maintaining an action against a third person who subsequently receives the infant into his employment⁸.

8. Ratification of voidable contract by infant after attaining majority.

—In any jurisdiction where the matter is not regulated by some statutory provision which declares that an infant's ratification of his contracts must be in writing¹, or which absolutely debars him from ratifying a promise made during his nonage², the fact that the infant continued the performance of a voidable contract for a longer period after he reached full age than was reasonably necessary to enable him to decide what to do will ordinarily be regarded as conclusive evidence that he had elected to affirm and be bound by it³.

⁸ See cases cited in the last note.

¹ See 1 Parsons, Contr. p. *320.

In *Birkin v. Forth* (1875) 33 L.T.N.S. 532 (§ 4, note 8, ante), it was held that a ratification in writing, in accordance with 9 Geo. 4, ch. 14, § 5, could not be inferred from the infant's continuing in the service after he came of age, and then giving notice of his intention to quit the service. The case cited in support of this latter point was *Harmer v. Killing* (1800) 3 Esp. 102, where it was held that no ratification can be implied from a promise given after age, unless the infant knows that he was discharged by his non-age.

² In England it has been enacted that "no action shall be brought whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy, or upon any ratification made after full age of any promise or contract made during infancy, whether there shall or shall not be any new consideration for such promise or ratification after full age." Infants Relief Act, 1874, chap. 62, s. 2.

³ *Cornwall v. Hawkins* (1871) 36 L.T.N.S. 607, 41 L.J. Ch. 435 (injunction granted to restrain a servant, who had continued in his employment eighteen months after reaching full age, from violating a stipulation not to set up business on his own account within a certain distance of his master's house); *Forsyth v. Hastings* (1855) 27 Vt. 646 (servant who had abandoned an entire contract without sufficient cause a month after reaching full age,—held not to be entitled to recover the value of that part of his services which was rendered during his minority); *Spicer v. Earl* (1879) 41 Mich. 191, 32 Am. Rep. 152 (contract deemed to have been affirmed in