

(2) A contract by an infant to render services will not be held binding for the mere reason that, upon a reasonable view of its terms, it must be pronounced beneficial to him².

Windlass Co. (1897) 20 R.L. 147, 37 Atl. 706, (infant who had left the service voluntarily after attaining his majority, and before the end of the stipulated term,—held not to be entitled to recover the sum which under the agreement was to be retained out of his wages until he had completely performed the contract). The court laid down the doctrine that an infant may bind himself by a contract for necessities, if reasonable, or by a contract beneficial to him. This is undoubtedly the doctrine embodied in the English case cited by the court, *Cooper v. Simmons*, 7 H. & N. 710 (see last section, note 4). It seems most probable, however, that the court did not intend to follow that case to the full extent and that its decision is merely of the same scope as that in the Massachusetts case just referred to.

That contracts for necessities are binding was conceded, *arguendo*, in *Burns v. Smith* (1902) 29 Ind. App. 181, 64 N.E. 94.

² In *Moses v. Sterens* (1824) 2 Pick. 334, the position of the court was thus explained by Parker, C.J.: "If it were true, as alleged in the argument, that this contract for work and labour is binding on the infant because it is for his benefit, then it ought to follow that a violation of it should deprive him of the right to obtain compensation for a partial performance. But we apprehend that this contract is voidable by the infant, it not coming within the exception to the general rule of law, that all contracts by infants may be avoided by them either before or after they arrive at full age."

In *Lowe v. Sinklear* (1858) 27 Mo. 308, contracts for personal services and for necessities are contrasted in respect to the ability of infants to avoid the former kind, but not the latter.

In *Clark v. Goddard* (1863) 39 Ala. 164, it was laid down that independently of some statutory provision, an infant's contract of apprenticeship under seal may be avoided by him at any time during his minority, and that neither the conduct of the infant's mother, in inducing another person to enter into a contract with him, nor the act of her agent in drawing the deed, can estop the infant from avoiding his indenture of apprenticeship.

For other cases in which ordinary contracts of service, from which the infant derived no other specific benefit than the stipulated compensation were treated as voidable by him, see *Breed v. Judd* (1854) 1 Gray. 455; *Vent v. Osgood* (1837) 19 Pick. 572 (desertion from a ship by an infant seaman, held to be a legal avoidance of his contract of service); *Whitmarsh v. Hall* (1846) 3 Denio, 375; *Peters v. Lord* (1847) 18 Conn. 337; *Ray v. Haines* (1869) 52 Ill. 485; *Dallas v. Hollingsworth* (1850) 3 Ind. 537; *Wheatley v. Miscal* (1854) 5 Ind. 142; *Van Pelt v. Corwine* (1855) 6 Ind. 303; *Judkins v. Walker* (1840) 17 Me. 38; *Derocher v. Continental Mills* (1870) 58 Me. 217, 4 Am. Rep. 280; *Vehue v. Pinkham* (1871) 60 Me. 142; *Spicer v. Earl* (1870) 41 Mich. 191, 32 Am. Rep. 102, 1 N.W. 923; *Luskin v. Mayall* (1852) 25 N.H. 82; *Campbell v. Cooper* (1856) 34 N.H. 49; *Hoxie v. Lincoln* (1840) 25 Vt. 206; *The Hotspur* (1874) 3 Sawyer, 194.

Under the English doctrine, as stated in the last section, the contracts in all the above cases would, it seems, have been treated as *prima facie* binding. See especially the remarks of Fry, L.J. in note 2.

The facts involved in other cases are such as to place them in a still more decided antagonism to that doctrine. *Hagerty v. Nashua Lock Co.* (1833) 62 N.H. 516 (contract to work in consideration of being instructed in a trade); *Voorhees v. Wait* (1836) 15 N.J.L. 343 (similar contracts); *Francis v. Felmit* (1839) 4 Dev. & B.L. 498 (contract to work for a certain time in consideration of the employer's boarding and clothing the in-