upon which the courts proceed in dealing with this class of agreements is that "a contract is binding on an infant, unless it is manifestly to his prejudice, or at least so plainly so that the court can say that it is to his prejudice; it is then not voidable only, but absolutely void"[4].

(*b.*) *Enforcement of beneficial contracts in summary statutory proceedings.*—It is well settled that, by entering into a beneficial contract of service, an infant becomes amenable to the summary remedies provided by the various statutes relating to masters and servants[5].

---

infant from which no apparent benefit can arise to him, are considered as absolutely void. But such as he may derive a benefit from are only voidable.'"

The competency of an infant to bind himself as an apprentice rests upon the ground that such a contract is "manifestly for his benefit." *R.* v. *Great Wigston* (1824) 3 B. & C. 484, per Abbott, C.J.; *R.* v. *Arundle* (1816) 5 M. & S. 257. See also *Cooper* v. *Simmons* (1862) 7 H. & N. 707, (p. 721).

The decision of Manisty, J. in *Fellowes* v. *Wood* (1888) 59 L.T.N.S. 513, proceeds upon the broad principle that "an infant may enter into a contract which is beneficial to himself, and is bound by it."

As it is expressly provided in § 2 of the Infant's Relief Act of 1874, that the "enactment shall not invalidate any contract into which an infant may, by any existing or future statute, or by the rules of common law or equity, enter, except such as now by law are voidable," the obligatory quality of a beneficial contract of service has not been affected by the passage of that statute. See *Fellowes* v. *Wood*, *supra*.

The doctrine that beneficial contracts of hiring are binding upon an infant servant is obviously of a much broader scope than that which declares his contracts for necessaries to be valid. It has been stated by Mr. Eversley, in his work on Dom. Rep. p. 753, that the former principle is an extension of the latter. But it seems to be at least equally probable that the latter principle is merely a special application of the former.

[4] *Cooper* v. *Simmons* (1862) 7 H. & N. 707, per Wilde, B., with whom Martin, B. agreed on this point. Sir F. Pollock, Contr. p. *66 has, however expressed the opinion that the principle is too strongly stated in this passage.

In an earlier case it was said by Abbott, C.J., to be "a general rule of law, that an infant cannot do any act to bind himself, unless it be manifestly for his benefit." *R.* v. *Great Wigston* (1824) 3 B. & C. 484.

In *Wood* v. *Fenwick* (1842) 10 M. & W. 195, Alderson, B., remarked, during the argument of counsel: "The court must see that on the whole he derives a benefit under the contract. Here he is hired and receives wages. It is clear he derives a benefit, though he may also be subject to some inconveniences, but that is not necessarily so."

[5] In *R.* v. *Chillesford* (1825) 4 B. & C. 94, where an infant was held to have acquired a settlement under a contract of service, Bayley, J. observed, *arguendo*: "An infant may make a contract for his own benefit; he may therefore make a contract for hiring and service, for that will be beneficial to him. It will give him a right to sue for wages. If he does