

execution of the contract. A partial or prospective avoidance would afford no protection at all. By the avoidance the contract is annihilated, and the parties are left to their legal rights and remedies, just as if there had never been any contract at all".

Under no circumstances does his abandonment of a voidable contract render him subject to an action for the damages caused thereby to his employer. The plea of infancy is a bar to such an action even though he may have received the consideration of the contract, and does not offer to restore it¹.

In England it has been held that no action can be maintained by a master against a third person who induces an infant to abandon performance of an essentially non-beneficial contract of service². On the other hand, the position has been taken in two American cases that an infant's voidable contract of service should be deemed, so far as third persons are concerned, to be in force for an indefinite period, and that the master is consequently entitled to maintain an action for damages against anyone who entices away the infant from his employment³. These antagonistic doctrines, it will be observed, represent opposing views as to one particular phase of the general question, whether it is legally wrongful to induce a person to abandon a contractual relation from which he has a right to withdraw at any time. This is a question which has recently been much discussed with reference

¹ *Vent v. Osgood* (1837) 10 Pick. 572.

"Any act done by the minor, clearly indicative of his intention not to be bound by it (the contract) would avoid it, and from the time of the avoidance it becomes a nullity for all purposes." *Campbell v. Cooper* (1856) 34 N.H. 49.

² *Craighead v. Wells* (1855) 21 Mo. 404 (agreement to do work in another state in consideration of an outfit furnished by the employer).

³ *De Francesco v. Barnum* (1890) 45 Ch. Div. 165 (see § 981, note 9).

⁴ *Peters v. Lord* (1847) 18 Conn. 337; *Campbell v. Cooper* (1856) 34 N.H. 49. In the latter case, the court used the following language with respect to the contract under review: "Such a contract on the part of the infant is not void except at his election. Until avoided by him it is valid as between the parties and as to third persons, in the same manner as if made by an adult. The minor having entered upon its fulfilment, thereby created the relation of master and servant between the plaintiff and himself; and until he chose to disaffirm the contract the master may properly be said to have a legal right to the services rendered."