

within one or other of these distinctions, is to be determined by sound judicial discretion. Those contracts of a binding character are such as come within the description of necessities; for example, for suitable food, clothing, and education”³.

The effect of the two passages here quoted is to withdraw all contracts of service except those for necessities from the class of “clearly beneficial” contracts which are binding upon infants. The doctrine thus adopted, which, in all essential respects, is the same as that which is applied in nearly all the other American states may be enunciated in the form of two complementary propositions.

(1) A contract of which the specific and express purpose and object is to furnish an infant with necessities, is binding upon him, if it is on the whole reasonable and beneficial, and free from fraud⁴.

³ *Vent v. Osgood* (1837) 19 Pick. 572.

⁴ “Contracts made for maintenance and education according to the degree of the infant, if he have no parent or guardian, are to be enforced from regard to the infant himself; for if he may avoid such contracts none will trust him, and he may be left to present want and without the means of providing a future living.” *Moses v. Stevens* (1824) 2 Pick. 332.

In a later case it was laid down, that a contract to serve until full age in consideration of receiving subsistence, clothing and education, was a contract for necessities, and was one which, if reasonable and beneficial, would be supported by the law. *Stone v. Denison* (1832) 13 Pick. 1. It appeared to the court that, taking into account the age of the minor, namely fourteen when the contract was made, and the circumstances attending it, it was reasonable and beneficial. The employer, it was observed, took upon himself the risk of the health, life and bodily and mental capacity of the plaintiff to labour. Had he been sick or otherwise incapable of performing any labour, the defendant was nevertheless, by the terms of his contract, bound to support him. These considerations might have rendered the contract equal and beneficial at the time, although in the event, which could not then be foreseen, the plaintiff’s labour may have been of greater value than the subsistence and education which he obtained as an equivalent. The circumstances also, that the contract was made with the consent and approbation of the guardian, evinced by his becoming a party to it, went strongly to shew that the contract was entered into deliberately and with a just regard to the rights and security of the minor. The opinion was expressed that it would be injurious rather than beneficial to minors, to hold that a contract thus made is of no legal force and effect. In this case the actual point decided was that the contract could not be repudiated after it had been fully executed (see next section); but the language of the court is perfectly general.

This case was one of the authorities cited in a Rhode Island decision, where it was held that an infant may, with the consent of his father, bind himself by a contract providing for his services in consideration of teaching him a trade and paying him reasonable wages. *Pardey v. American Ship-*