would not do in the case of an ordinary deed not given by the infant'"[2].

(2) Those which appear to be in the whole for his benefit. "It has always been clearly held that contracts of apprenticeship and with regard to labour are not contracts to an action on which a plea of infancy is a complete defence. The question has always been, whether the contract, when carefully examined in all its terms, is for the benefit of the infant'"[3]. The general principle

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[2] Lord Esher, M.R. in *Walter* v. *Everard* (C.A. 1891) 2 Q.B. 369, 65 L.T.N.S. 443. In that case the defendant, being then seventeen years old, bound himself to the plaintiff to learn the business of an auctioneer etc., for the term of four years, and covenanted to pay at the end of the term the balance of the premium left unpaid when the contract was executed. The jury found that the deed was a provident and proper arrangement for the defendant, if he wished to learn auctioneering etc., and that the premium was a fair and reasonable one. The defendant insisted that as the covenant was contained in a deed which was executed at a time when he was an infant, he was not bound by the deed even after he had come of age. The Lords Justices, however, were unanimously of the opinion that an infant can be sued upon his single bond, that is, a bond without a penalty—given for necessaries supplied to him, provided it is shewn that the thing for the price of which the action is brought was necessary, and the charge made for it was reasonable. The conclusion of the jury that the education given was a necessary was approved of.

For cases recognizing the rule that an infant cannot be sued on his covenants of indenture, see note 9, *infra*.

[3] *Clements* v. *London & N.W. R. Co.* (1894) 2 Q.B. 482.

"From a very early date it has been held that one exception as to the incapacity of an infant to bind himself relates to a contract for his good teaching or instruction whereby he may profit himself afterwards, to use Lord Coke's language. There is another exception, which is based on the desirableness of infants employing themselves in labour; therefore, where you get a contract for labour, and you have a remuneration of wages, that contract, I think, must be taken to be, *primâ facie*, binding upon an infant." *De Francesco* v. *Barnum* (1890) 45 Ch. Div. 430, 438, 439, per Fry, L.J.

The precise words of Lord Coke here referred to (Co. Lit. 172a) are quoted in the following passage from the judgment of Martin, B. in *Cooper* v. *Simmons* (1862) 7 H. & N. 707, where other earlier authorities are also mentioned: "'An infant may bind himself to pay for his necessary meat, drink, apparel, necessary physic, and such other necessaries, and likewise for his good teaching or instruction, whereby he may profit himself afterwards.' It does not say that there is any particular mode of binding an infant apprentice, but it says generally that an infant may bind himself 'for his good teaching or instruction, whereby he may profit himself.' The question is, whether this contract is for the benefit of the infant, for I find it laid down by Eyre, C.J., in *Keane* v. *Boycott*, 2 H. Black. 512, that for those things which are necessary for an infant, he may bind himself even by deed, and that the court only makes void such contracts as they can pronounce to be to his prejudice. And in a note to the 8th edition of Sheppard's Touchstone, p. 56, it is said: 'Deeds or contracts made by an