

and for civil purposes, in the view of a court of equity, though perhaps only when *pubertati proximus* or older . . . and may, therefore, commit a fraud for which, or for the consequences of which, he may after his majority be made civilly answerable in equity. I am not now speaking of cases in which infants, if liable at all, are liable at law only, or in which adults, if suable in respect of acts done during infancy, are suable at law only. But as far as equity is concerned, the practical application of the rule or doctrine to which I have been just referring must not seldom, I conceive, be matter of much delicacy and difficulty. I agree with a learned author who says that in what cases in particular a court of equity will thus exert itself it is not easy to determine." The learned author referred to is Chambers on the Jurisdiction of the High Court of Chancery over Infants, published 1842, at p. 413.

It is proposed now to examine some of the cases in which the Court of Chancery held persons of full age responsible for frauds committed by them while infants.

In *Watts v. Cresswell* (1714), 9 Viner Abr. 415, the facts appear to have been these: The father of the defendant was tenant for life of real estate; the defendant was tenant in tail in remainder. While the defendant was still an infant about twenty years of age, his father was anxious to borrow a sum of £300. The father made an affidavit that he was seised in fee free from incumbrances, and then made a fine and feoffment of the estate to the plaintiff, who advanced the money. All this was done with the knowledge and assent of the defendant. After the defendant came of age the father, with the privity of the defendant, borrowed £100 more on the mortgage. After the father died the defendant refused to pay the mortgage debt and claimed the land as tenant in tail. The plaintiff filed a bill in equity to have discovery of the defendant's title, and to have an account of the rents and profits of the estate. Lord Chancellor Cowper said: "The defendant is liable and ought to make satisfaction to the mortgagee, because at the time of this transaction he was very near being of full age . . . and was principally concerned all