have been the same, if the contracts involved had been executory. See preceding section.

In Massachusetts, however, the doctrine has been distinctly recognized, that a merely beneficial contract, although it may be subject to avoidance by the infant as long as it remains executory, cannot be repudiated after it has been executed[2].

In any jurisdiction it would doubtless be held, as it has been held in Massachusetts, that a contract of service which is neither for necessaries nor beneficial may be avoided by the infant, after he has attained his majority, although it has been executed, and although he cannot put the employer in *statu quo*, or return the consideration received[3].

7. Effect of the infant's avoidance of the contract.—The effect of the infant's disaffirmance of a voidable contract of service is to nullify and render the contract void *ab initio*, not prospectively. "It is a total, not a partial destruction. If it were otherwise, the infant might and practically would be ruined by a part

acting in good faith is not notified of any dissent, he has a right to understand that his responsibility is measured by his agreement. On the other hand, the infant may abandon the service when he pleases, or stipulate for any new terms he may see fit to demand and can procure assent to. He is bound by the terms of the contract so far as he executes it without dissent, but no further."

[2] An infant, in consideration of an outfit to enable him to go to California, agreed, with the assent of his father, to give the party furnishing the outfit one-third of all the avails of his labour during his absence, which he afterwards sent accordingly. The jury having found that the agreement was fairly made, and for a reasonable consideration, and beneficial to the infant, it was held, that he could not, in an action brought after he reached full age, rescind the agreement and recover back the amount so sent, deducting the amount of the outfit and any other money expended for him by the other party in pursuance of the agreement. *Breed* v. *Judd* (1854) 1 Gray, 455. The court said: "The plaintiff was desirous of engaging in this new field of labour. . . . . To carry out this purpose, certain necessary expenses of outfit and voyage must be incurred. Not having means of his own, he enters into an arrangement with the defendants to furnish them, upon a special agreement, indeed, but reasonable and beneficial in its terms. Viewing the contract in this light, or as an agreement for the services of the plaintiff for a limited time, to be repaid by the advancement and by retaining also two thirds of the fruits of his labour, it would, if fairly made and fully executed, be within the principles, if not within the direct authority, of *Stone* v. *Dennison*, 13 Pick. 1."

[3] *Dube* v. *Beaudry* (1890) 150 Mass. 448, 6 L.R.A. 146, 23 N.E. 222 (contract to work for a creditor of the infant's deceased father, and apply half the wages earned to the liquidation of the debt).