It has also been declared that, wherever "extraordinary or unusual stipulations" are found in a contract, the court at least must be "on the watch lest the infant should be held to be bound by a contract which is not reasonable and which is not good in law and which is not maintainable'"[13].

5. American doctrine.—A few traces of the English doctrine, that an infant is *primâ facie* bound by any contract of service which is beneficial to him, are to be found in the American reports[1]. But, speaking generally, that doctrine may be said to have been rejected in the United States. The footing upon which the limits of the class of binding contracts are determined in Massachusetts will be apparent from the following statements:

"There is no case in which it has been held that an executory contract by an infant, except for necessaries, is binding"[2].

If the contract of an infant be "clearly prejudicial to him, it is void. If it may be for his benefit, or to his damage, it is voidable at his election, and he may avoid it during his minority, or when he becomes of full age. If the contract be clearly beneficial to him, he is bound. And whether the contract comes

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1001, 17 L.J.M.C. 181 (see note 7, *supra*), might be regarded as resting,—viz., that the contract in question rendered the infant liable to be dismissed for any misconduct or disobedience, and upon dismissal to forfeit all his wages which should then be due and unpaid.

Compare also the following remarks of Fry, L.J.: "It has been held from the time of Lord Coke, that an infant cannot bind himself to be liable to a penalty; that the contract to impose a penalty on an infant is void. Again, it has been held that a contract by which an infant renders his vested interest subject to forfeiture is void against the infant." *De Francesco* v. *Barnum* (1890) 45 Ch. Div. 430.

[13] *De Francesco* v. *Barnum* (1890) 45 Ch. Div. 430, per Fry, L.J.

Compare the remark of Lush, J. that "if advantage was taken of the infant to exact conditions which were unusual and unreasonable, or to secure his services for wages which were unreasonably low and inadequate, the infant is not bound." *Leslie* v. *Fitzpatrick* (1877) L.R. 3 Q.B. Div. 229.

[1] In Arkansas it has been held that action lies against an infant for the abandonment of an apprenticeship contract which is for his benefit. *Woodruff* v. *Logan* (1845) 1 Engl. 276.

See also *Com.* v. *Murray* (1812) 4 Binn. 487; (§ 30, note 2, *ante*); *Pardey* v. *American Co.* (1897) 20 R.I. 147, 37 Atl. 706 (note 3, *infra*.)

[2] *Moses* v. *Stevens* (1824) 2 Pick. 332. Virtually the same words are used in *Whitmarsh* v. *Hall* (1846) 3 Denio, 375.