

A contract of hiring made by an infant in the naval or military service is inconsistent with the duties which he owes to the state and therefore void.⁹

4. By what contracts made in his own behalf an infant is bound. English doctrine.—(a.) Generally. In the view of the English courts there are two distinct classes of contracts of service which are *prima facie* binding on infants:—

(1) Those which he enters into for the express purpose of procuring necessities¹. In this instance, if the servant is an apprentice who has bound himself by deed for the payment of a premium, he can be compelled to perform his stipulation. "But the case must be treated just as if there were no deed. The court must inquire whether the things in question were in fact supplied to the infant, and whether, according to the ordinary rule, that which was supplied was necessary. The court must do exactly what it would do, if there were no deed, and what it certainly

although the contract would not have been binding upon him, owing to the fact that the provisions of the statute as to apprentices had not been complied with. *Davies v. Turton* (1860) 13 Wis. 185. The theory advanced on behalf of the defendant was that the statute, (Ch. 81, stat. of 1849; Ch. 113, Stat. of 1858), was inconsistent with, and abrogated the rules of the common law, and prescribed the only method by which contracts for the hire of infants could be made, the result being, that the agreement sued upon was rendered void as to both the parties by their failure to comply with the statute. But the court said: "We cannot take this view of the statute. It appears very clearly to us that it was not the design of the legislature to interfere with the benign doctrines of the common law, but to add to the privileges of infants, by enabling them, with the advice and consent of some experienced and discreet person of full age, to make contracts which away from them advantages which they already possessed, but to add new ones; it was, by removing disabilities which existed at common law, to give them the benefits which would arise from possessing the capacity of persons of full age, and not to destroy the liability of parties who dealt with them, according to previous regulations. The legislature did not mean, any more than the authors of the common law, to confine them to any rigid or technical mode of proceeding, nor to leave them at the mercy of those who might desire to cheat or defraud them. The power, under certain circumstances, to bind themselves during minority, for the purpose of being nurtured and educated, and trained to the exercise of some useful trade or calling, was considered beneficial, and it was to confer it that the statute was enacted."

⁹ *R. v. Chillesford* (1825) 4 B. & C. 94, per Abbott, C.J.

¹ See authorities cited in note 3.