

a gold watch would not be. A fur coat or a gold watch would be held a necessary for a millionaire under age.

Minors not at home and supporting themselves may sue and recover for wages earned by them. They are also liable for any damage done or wrong committed by them; also for any criminal offence. Wages of minors may be garnisheed in payment for necessities only.

They may also contract for life insurance within certain limitations, and be held liable for the premiums. But if he gives a note for the premium the note cannot be collected by suit. (See section "Minor's Note.")

(a) *In Quebec* minors are emancipated from some of the disabilities of minority: 1. By marriage. 2. Judicially by a court. 3. By engaging in trade, as a banker, merchant, or mechanic, he is reputed of age for all acts relating to such trade or business. (C. C. Article 323.)

But in all cases a curator or guardian must be appointed to such emancipated minor.

An emancipated minor may grant leases for terms not exceeding nine years, receive his revenues and give receipts for same and perform all other acts of mere administration, and be held liable on his contracts in connection with his business or trade.

But he cannot bring an action or defend an action, nor borrow money without the aid of his curator, and cannot give a mortgage or deed without authority of a court or judge or prothonotary.

In all other respects the same as minors in the other Provinces.

#### 55 Minors Buying Luxuries.

Things classed as luxuries for minors would be anything beyond what the law classes as *necessaries*. For any such articles bought on credit the merchant cannot compel the minor to pay. If, however, the original goods are in his possession, the merchant has the right to *replevy* and take them back, but he cannot take them himself by force.

#### 56 A Minor's Note.

A minor's note, given even for necessities, cannot be collected. If a merchant should chance to take such a note for *necessaries*, he could not sue on the note, but he could hold the note until maturity and then sue on the open account, and present the note as evidence of the debt. He could not sue until the note matured, as that would be the date of payment.

The note is not void, so that if there were an endorser, or a joint maker, or a surety, they would be liable on it, even if given for luxuries.

A minor may also transfer, or sue on a note which he holds, for although he is not bound, others competent to contract who are indebted to him are liable on contracts made with him.

#### 57 A Minor's Deed.

The deed of a minor is voidable, not void, for when he attains full age he may affirm, or retract it, just as he decides. An infant entitled to repudiate a deed can only get relief upon making restoration of the benefit he has received. *Whalls v. Learn*, 15 Ont. R. 481.

Also if a minor sues or defends during infancy in an action in which the deed is called in question he may affirm or disaffirm the deed, and the record will bind him. *Gilchrist v. Ramsay*, 27 U. C. R. 500; *Gallagher v. Gallagher*, 3 U. C. R. 422.