is thus entered into by the infant on his own behalf stands good, until the latter asserts his paramount right to demand the services of his child[3], or, supposing the contract to belong to the voidable class, until it has been disaffirmed by the infant himself[3].

As infancy is a personal privilege, of which no one can take advantage but the infant himself[4], the employer, if himself an adult, continues to be bound by a voidable contract of service, as long as the infant forbears to exercise his right of disaffirming it[5].

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That the school law of Wisconsin (Laws of 1872, ch. 101) contemplates that a contract by an infant to teach in a school shall be made with the teacher, and not with the father was the opinion of the court in *Monaghan* v. *School Dist. No. 1* (1875) 38 Wis. 100.

[3] *Nashville R. Co.* v. *Elliott* (1860) 1 Coldw. (Tenn.) 611, 78 Am. Dec. 506 (infant held to occupy the same position as an adult servant in respect to injuries received in the course of his employment); *Houston R. Co.* v. *Miller* (1879) 51 Tex. 270 (same point).

In *United States* v. *Bainbridge* (1816) 1 Mason, 71, it was said, *arguendo*, that an infant's contract which is voidable by the common law cannot be confirmed or avoided by any assent or dissent of his parent, and that it is binding or not solely at the election of the infant himself. But this statement seems to be clearly erroneous, as ignoring the superior right mentioned in the text, a right which may be suspended by the emancipation of the infant, but which is susceptible of revival at any time.

[4] Bacon's Abr. Infancy (1) 4; Leake, Contr., p. 476; Wharton, Contr. § 32; 1 Parsons, Contr, p. *330.

[5] In *Woolston* v. *King* (1813) Penn. (N.J.L.) 764, where suit was brought by the plaintiff, after he had come of age, for the failure of the defendant to perform his agreement to teach him his trade, the court rejected the contention that there was no consideration for the agreement, as the plaintiff was an infant when it was made.

A., while still a minor, contracted with B. to work for certain wages, and to be instructed in a trade, till the age of twenty-one, if the parties should so long agree. Under this agreement, he worked for B. some time, and then left him. After A. became of full age, he brought an action to recover wages at the stipulated rate. *Held*, that a non-suit, based on the theory that, as A. was under age when the contract was made, B. was not bound by it, was erroneous. *Voorhees* v. *Wait* (1836) 15 N.J.L. 343.

Where an agreement, in writing, intended to be an indenture of apprenticehip, was entered into with an adult, by an infant and his parent, but was not executed, as prescribed by a statute (S.C. Act of 1740), it was held that, as a contract between the adult and the infant, alone, it was binding on the former, at common law; and that the infant, on performing the services stipulated on his part, might maintain an action for a breach of the agreement on the part of the adult. *Eubanks* v. *Peak* (1831) 2 Bailey L. 497.

An infant who had rendered services for three years under a contract of apprenticeship, was held entitled to maintain an action for compensation,