## *FRAUD OF INFANTS.*

In the year 1665 the following case was decided: An infant of the age of twenty and a half years, by falsely and fraudulently affirming that he was of full age, induced the plaintiff to advance him a sum of £300 on the security of a mortgage. He afterwards avoided the mortgage (which probably means that he repudiated it) on the ground of his infancy; he also refused to return the £300. The plaintiff sued him in an action on the case for fraud, and got a verdict for the £300. On the motion of the defendant judgment was stayed. Subsequently Winnington, of counsel for the plaintiff, prayed judgment, but, the Chief Justice being absent, the court would do nothing. Mr. Justice Keeling, however, said: "The judgment will stay for ever, else the whole foundation of the common law will be shaken." On a subsequent day, the Chief Justice being present, Winnington came again, and this time Mr. Justice Keeling said: "Such torts that must punish an infant must be vi et armis or notoriously against the public; but here the plaintiff's own credulity hath betrayed him." The Chief Justice said: "The commands of an infant are void . . . much less shall he be punished for a mere affirmation," to which Mr. Justice Twisden agreed, adding that "there must be some fact joined to it as cheating with false dice." The court awarded on the plaintiff's prayer that he should take nothing by his bill, nil capit per billam. This was the case of *Johnson* v. *Pie.* The story is extant, written in choice Norman French, in Siderfin, 258, and in the vernacular in 1 Keble, 905, 913.

In the year 1913 an infant, by fraudulent misrepresentating that he was of full age, induced the plaintiff to sell and deliver to him certain furniture and effects of which she was the owner and which were not in any sense necessaries to the infant. The purchase money of the goods was agreed at £300. After getting the goods the infant sold them for £130, but he never paid the £300 or any part thereof. The plaintiff sued him for £300 and got judgment by default, whereon she issued a bankruptcy notice, and subsequently, on a bankruptcy petition, obtained a