

INFANTS, CONTRACTS BY, &c.—*Continued.*

6. Contracts made by infants for necessaries, are binding: one that the court can see and pronounce to be prejudicial to an infant, will be pronounced *void*, while such as may be for the benefit of the infant, will be held *voidable* only. *Ib.*
7. A female infant may give efficiency to a *voidable* settlement, either by an express confirmation after attaining majority, or by some act which would make it inequitable in her to impeach it. *Ib.*
8. If an infant does not live to ratify or reject a *voidable* contract, made during his minority, it may be set aside by parties who are *privies in blood*, though not by those who are *privies in estate* only. *Ib.*
9. Where the relations of guardian and ward has been terminated by the removal of the former, the infant has the same right to call his guardian to an account, as he would have to call his representatives to an account in case of his death; and in the latter case, it has been decided, that an infant may sue, as if he were of age. *Swan vs. Dent & Richards*, 111.
10. Though an infant himself, cannot call his guardian to an account whilst the relation subsists, but must wait until he attains age, yet a third person may do so during the minority, for the benefit of the infant of whose interest the law is especially careful. *Ib.*

See PRACTICE IN CHANCERY, 10. LIMITATIONS, 4. GUARDIAN AND WARD.

INJUNCTION.

1. A partnership was entered into for a special purpose, to wit, the delivery of 40,000 feet of plank stock, at a certain place. Subsequently, the partnership was dissolved, the defendant agreeing to pay the plaintiff for his interest in the timber, at certain rates specified in the contract of dissolution. A bill was then filed to set aside this contract of dissolution, on the ground of fraud, and praying for an injunction and the appointment of a receiver. Upon the motion to dissolve the injunction, it was HELD—
That where a partnership still subsists, to authorize either party to apply for an injunction and the appointment of a receiver, he must be prepared to show a case of great abuse or strong misconduct. Query, should not the bill likewise ask for a dissolution of the partnership? *O'Bryan vs. Gibbons*, 9.
2. After dissolution, the objection to an injunction and the appointment of a receiver is not so strong. But to induce the court to exert this strong authority, some urgent and pressing necessity must be shown. *Ib.*
3. Upon the motion to dissolve, the court cannot decide that the contract of dissolution is void. This contract transferred the legal title to the defendant, and this court is always reluctant to interfere in opposition to the legal title, and will only do so in case of fraud clearly proved, or of imminent danger. *Ib.*
4. Upon a bill filed in this court, an injunction was granted restraining the defendant, Jones, from giving, and the defendants, Albert and wife, from receiving from said Jones, a preference over his other creditors. HELD—