

Case No. 17,982.

WOODROW v. COLEMAN.

{1 Cranch, C. C. 171.}¹

Circuit Court, District of Columbia.

June Term, 1804.

ARTICLES OF APPRENTICESHIP.

The father of an apprentice who binds himself, is liable upon the indentures, by reason of his signature and seal, although there be no express words of covenant binding the father.

Covenant against the father on articles of apprenticeship of the son, the boy having run away. Oyer and general demurrer to the declaration.

Mr. Taylor, for defendant, contended that the signature and seal of the father, is only evidence of his consent. As there are no words in the indenture to bind the father, no action can be maintained upon it against him. Co. Lit. 172; *Evelyn v. Chichester*, 3 Burrows, 1719; Old Rev. Code Va. c. 95, § 15; *Maddon v. White*, 2 Term E. 161; *Rex v. Inhabitants of Hindringham*, 6 Term R. 557.

Mr. Swann, contra. By the law of Virginia, a father may bind his child, and the father is liable If the son embezzles the master's money. It is upon the faith of this that the master takes the apprentice. A father has a right to bind the son without his consent. The father might have brought an action against the master upon this indenture. The words are, "the said parties bind themselves each to the other." 3 Bac. Abr. 547; *Gylbert v. Fletcher*, Cro. Car. 179; *Whitley v. Loftus*, 8 Mod. 191; *Branch v. Ewington*, Doug. 518.

Judgment for plaintiff on the demurrer.

{See Cases Nos. 17,983 and 17,984.}

¹ [Reported by Hon. William Cranch, Chief Judge.]