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Article 12

Parent and Child - Loco Parentis - Emancipation

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PARENT AND CHILD—LOCO PARENTIS—EMANCIPATION—Decedent had custody of plaintiff from the age of 10 to 22, thus standing in relation of loco parentis to him; plaintiff suing administrator alleges that because of work he had performed for decedent and others, the proceeds of which decedent had kept, decedent owd him $1,500, and that she had always promised him said amount. Plaintiff sought to recover same from the estate. *Held:* Relation of loco parentis gave decedent the same rights as actual parent to wages of child, that those rights continued after the child attained his majority, the law not presuming any change in existing relations from the mere fact that the child has attained his majority, and that without agreement regarding earnings after majority the right to plaintiff's earnings remained with the decedent. *Sparks* vs. *Hinckley (Utah, 1931) 5 Pac. 2nd Series 570.*

The case follows the practically undisputed rules that one standing 'in loco parentis' to another (standing as parent to one not his child) the rights and liabilities arising out of the relation are the same as between parent and child, and therefore entitled to the earnings of the child until its emancipation. The decision, however, is interesting in that it upholds a doctrine seldom called into use recently, namely, that the law will not presume any change in existing relation of parent and child from the mere fact that the child has attained his majority. The court cites Brown vs. Ramsey, 29 N.J.L. 117, as authority. That case held that attaining the age of 21 years is not ipso facto emancipation of a child from his or her father, although at that age the child may emancipate himself by separation from his father. The doctrine had been previously enunciated in Overseers of the Poor of Alexandria vs. Overseers of the Poor of Bethlehem, 16 N.J.L. 119. Minnesota approached this viewpoint in Thysell vs. McDonald, et al., 134 Minn. 400 (Ann. Cases, 1917C, 1015) in which the court said that a child remaining in the family after becoming of age is not entitled to pay for services rendered unless the services were performed pursuant to a prior agreement for compensation therefor. The same doctrine was repeated in Lovell vs. Beedle, 138 Minn. 12 (163 N.W. 778). The instant case, however, is believed to be the first to squarely accept the holding of Brown vs. Ramsey.

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EVIDENCE: PAROL EVIDENCE: CONTRACT—*Wheelwright* v. *Pure Milk Association*,__Wis.__240, N.W. 769. This is a case relating principally to the interpretation of a contract, and to the propriety of resorting to parol evidence for this purpose.