Contracts--Infants--Army and Navy--War Risk Insurance--Change of Status (United States of America v. Augie Crook Williams, 302 U.S. 46 (1937))

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Contracts—Infants—Army and Navy—War Risk Insurance—Change of Status.—In 1919, plaintiff's son, a 17-year-old boy, desiring to enlist in the United States Navy for the period of his minority, procured the consent of his parents to such enlistment, as required by statute. Across said consent the parents wrote a clause providing that such consent was given upon condition that the boy obtain and carry war risk insurance in the sum of $10,000, naming his mother, plaintiff herein, as beneficiary. On the day of his enlistment the son accordingly took out such insurance directing defendant to deduct the premiums from his pay, his parents having released their claims thereto. In 1920, the son, in writing, without plaintiff's consent, and during his minority, requested that his insurance be terminated. Thereafter, defendant made no deductions from his pay on account of premiums. In 1921, the boy was assigned to a vessel which left for the southern oceans. The ship, its officers and the crew were never heard of again and the Navy Department declared all aboard deceased. Plaintiff made demand for payment under the policy and defendant refused such payment and plaintiff sued. The plaintiff alleged: (1) the condition written across the consent and accepted by the recruiting officer constituted a binding agreement that the enlistment was subject to it; (2) the rescission of the insurance by the deceased during his minority constituted a contract, and as such is itself capable of being rescinded by the infant, or, in case of death of the infant during infancy, by his personal representatives. Held, judgment for defendant. United States of America v. Augie Crook Williams, 302 U. S. 46, 58 Sup. Ct. 81 (1937).

The statute providing for the consent of parents prior to the enlistment of minors under the age of 18 years did not confer upon or leave with the parents any right to condition their consent; nor did it clothe the naval recruiting officer with authority to bind the defendant by the acceptance of the consent with the condition endorsed thereon. Consequently, the defendant was not bound by the condition. The United States is neither bound nor estopped by acts of its officers or agents in entering into an agreement to do or cause to be done what the law does not sanction or permit. Public policy demands this rule.

War risk insurance was made available for the benefit of all those in active military service for the protection of themselves and their dependents. The plaintiff contends that her son's attempted rescission during his minority was at best a voidable contract, itself

1 34 U. S. C. A. § 161. "** * minors between the age of fourteen and eighteen years shall not be enlisted for the naval service without the consent of their parents or guardians".
subject to rescission by the infant or, in the event of his death prior
to attaining his majority, by his personal representative. That this
is a well-known principle of law cannot be denied.\textsuperscript{4} The law, however,
distinguishes between the rights and duties of infants in civil
delay, and those enlisted in the military service. An enlistment is more
than a mere contract. It effects a change of status,\textsuperscript{5} the infant be-
coming emancipated from the control of his parents, and, so long as
he remains in the service, is amenable to the military law.\textsuperscript{6} The
Congress intended under the Act and its amendments to extend to
minors as well as adults who served in the armed forces of the United
States all of the rights and privileges of the Act, and to subject them
to all of the conditions and limitations contained therein.\textsuperscript{7} The age
at which persons shall be deemed competent to do any acts or per-
form any duties depends wholly upon the Legislature.\textsuperscript{8} The insur-
ance policy provided that it was subject in all respects to the provi-
sions of the Act creating it, of any amendments thereto, and of all reg-
ulations thereunder all of which, together with the application, formed
the contract of insurance.\textsuperscript{9} The Secretary of the Treasury was
granted power under Section 13 of the Act to make and change regu-
lations governing the administration of the law and pursuant to such
authority determined that the contract of insurance shall lapse and
terminate upon written request for cancellation from any policy
holder.\textsuperscript{10} By virtue of his change of status the rescission of
the policy by the emancipated minor was valid and binding and the
judgment for plaintiff was rightfully reversed.

M. F.