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Business Law 1122
Homework: 9

I. Necessities under the common law were limited to those items absolutely necessary for survival, namely, food, clothing, and shelter. Over time, this definition has expanded due to the evolutionary nature of law. What significant changes have been made?

The significant changes that have been include medicine, medical services, the services of an attorney in tort and criminal cases, a basic public school education, an education to learn a trade, the tools necessary for that trade, and services reasonably necessary to enable the minor to earn money required to provide the necessities of life.

II. How does the right of a minor to rescind a contract differ from the right of an intoxicated person to rescind?

A minor can always rescind a contract, but an intoxicated person has to prove they weren't in the state of mind to be making contracts.

III. Reno entered into a contract with his seventeen-year-old son by which the son agreed to support the father in consideration of the father's transfer of certain property to the son immediately. The son supported the father under the agreement for ten years and then quit. The father then sued for breach of contract. The son challenged the father's this lawsuit on the ground that he was a minor when the contract was made. Is the son correct?

The son is not correct because he is now over 18 and continued to be part of the contract past the age of a minor.

IV. Mance, one week before paying his eighteenth birthday, purchased a DVD player from the Computer Outlet store and paid \$150 cash for the item. A week after his birthday, he purchased

a handheld police scanner for \$95 from Radio Shack and also paid cash. A week after he purchased the police scanner, Mance wished to disaffirm both contracts and recover \$150 from the Computer Outlet store and \$95 from Radio Shack. Will Mance be allowed to disaffirm one, both or neither of these contracts assuming that both purchases were within the guidelines of selling to minors?

I think he will be allowed to disaffirm both contracts because he wants to return them within a reasonable amount of time.

V. Kimble, a seventeen-year-old minor, sold his new iPod to Taymes, an adult, for \$150 because he needed money. Taymes, in turn sold the iPod to Dressler, also an adult, for \$175. A month after the sale of the iPod to Taymes, Kimble demanded to re-buy it from Taymes. Having learned of the sale to Dressler, Kimble then demanded the return of the iPod from him (Dressler), offering to pay \$175. Is Dressler obligated to sell the iPod back to Kimble?

Dressler is not obligated to sell the iPod back to Kimble because he had no idea it came from a seventeen-year-old.

VI. Schaber, a minor, paid \$950 for a used motorcycle. Two months later, while driving around town, she ran into a fire hydrant and wrecked the motorcycle. Schaber, still a minor, returned the wrecked motorcycle to the dealer and demanded the return of her \$950. Is she entitled to recover the entire \$950?

I don't believe she's entitled to recover the entire \$950 because 2 months doesn't sound like a reasonable amount of time.

VII. Week, a band leader, hired Taylor on a one-year contract to work as a soloist, not knowing that she was only seventeen years old. Taylor had said nothing about her age. When Week discovered that Taylor was only seventeen, he discharged her. Did Week have a legal right to break the contract?

Week did have a legal right to end the contract because he didn't want a seventeen year old. Taylor committed a type of fraud by lying about who she is.

VIII. Moses, a self-supporting minor, purchased a van to carry on his business activities and commute from his home to the college he attended part time. Before reaching majority, he tried to disaffirm the purchase of the van, but the dealer refused to accept return of the van or to refund the purchase price. Can Moses require the dealer to take back the van and return the purchase price?

Moses cannot require the dealer to take back the van because it's a necessity in his daily life.

IX. Connor, age seventeen, moved away from home. She rented a room in a nearby town and orally agreed to pay the landlady \$160 a month for 6 months. Connor paid rent for three months and then moved out without paying the remaining three months' rent. The landlady claims that Connor is liable on her agreement to pay rent for the remaining three months even though she moved out. Is the landlady correct?

I don't think the landlady is correct because Connor is a minor and that makes him liable to only pay the time he needed a place as a necessity.

X. Attilio, a wealthy seventeen year old who had inherited money from her grandparents, was planning to become a professional violinist. She agreed with a local music establishment to purchase a Lagetto violin worth \$3,000, advancing the store a \$1,000 deposit toward the purchase price. Attilio then wished to rescind the contract with the music store. The music store contended that his expensive violin was a necessity because of her career plans to become a professional violinist. Attilio contended that since she already owned one other violin, a Storiani worth \$3,000, which technically was suitable for her needs, this second violin was not a necessity. Her only reason

for the second purchase was the fact that it was once owned by a nationally acclaimed violinist. Is she correct?

She is correct, but would have to return the violin to get the \$1,000 back.

Cases for Review

I. I believe that Jesset is legally bound to pay the funeral expenses since she was never declared insane.

II. I believe that Williamson's intoxication is enough to void the mortgage because she was in no way ready to sign any contract.

III. He is not correct because he kept paying after the "reasonable time" window had expired.

IV. I believe Allstate was correct because Power was now an adult and it's too late to take it back.

V. I don't believe the husband is entitled to have the agreement canceled because he was never declared insane.

VI. The request is not valid because the lawyer was a necessity to Goldberg in the case.

VII. I believe Bethea is liable for the balance due because the car was a necessity towards her.

VIII. He will not succeed because he committed fraud and was not a minor when he signed the contract in the first place.

IX. I don't believe Violet is liable for the hospital bill because Dwaine moved out and decided to be treated as an adult.

