**Anticipatory Set**

Ask students if they have ever tried to get out of a contract because they were young and inexperienced in the matter. Then ask students if they have a legal right to disaffirm contracts made while they were still in their minority. Indicate that most minors are not aware of their right of disaffirmance and therefore are vulnerable to those who would take unfair advantage of them. Around the world there are many differences in the ages that youth are permitted to leave school, work, and get married. For example, a child may leave school at age 10 in Bangladesh and age 16 in the United States. There is no minimum age of employment in New Zealand while the minimum age in Armenia is 16. A 16‐year‐old Japanese woman may marry; however, a male in India must wait until age 21 to get married. Ask students to conduct research about laws concerning the age of majority for a country other than the United States.

**Emphasize** how capacity can be satisfied. Capacity does not mean understanding the actual terms of thecontract or not understanding a paraphrasing of the terms, but having the ability to understand the consequences of the contract terms.

The law presumes that an adult has contractual capacity. A court review is required to prove this assumption to be incorrect. The court hearing may have the goal of determining whether a person should be considered without capacity on a permanent basis. The second review generally comes in the context of a trial to enforce contractual liability. In this type of case, temporary insanity or temporary intoxication is used as a defense.

A person is considered 18 on the day before the 18th birthday because the law does not consider fractions in such matters and one tick after midnight on that day the person is considered to have lived 365 days of his or her 17th year.

**Case Study**: Alicia is 16 years old in a state where the age of majority is 19. Alicia plans to begin working ata restaurant next month. Her parents are willing to let her use one of their cars, but Alicia wants her own car. If Alicia buys a car for fair market value, would she be able to return the car and get a full refund? Explain your answer.

***Answer:*** Since Alicia is a minor, she does have special contractual rights when she purchases necessaries.In this case Alicia does not really need the car since her parents have offered the use of their car. The car dealer could not legally refuse to take the car back and must return Alicia’s money.