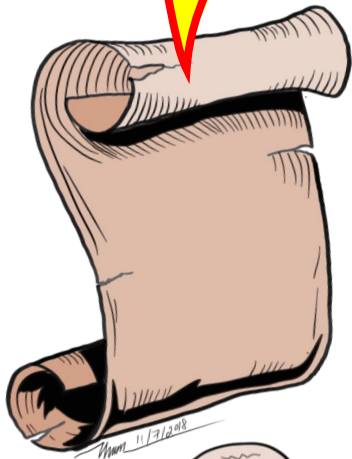


INCAPACITY TO CONTRACT



☐ CONTRACTS WITH MINOR

✓ MINOR CAN SUE
x CANNOT BE
SUED BY ADULT

YES!

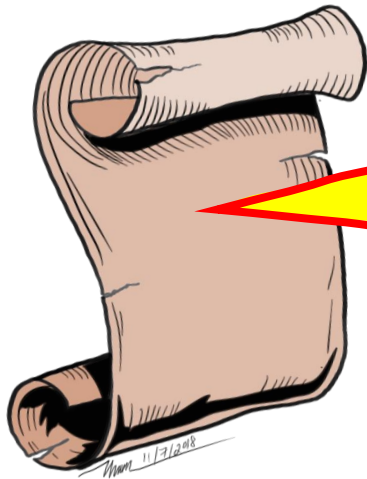
NO!



☐ CONTRACT IS
VOID AS REGARDS
THE MINOR



(A) CONTACT for ~~NECESSARIES~~



☐ NOT NECESSARIES

x MINOR HAD **SUFFICIENT**
SUPPLY OF CLOTHES

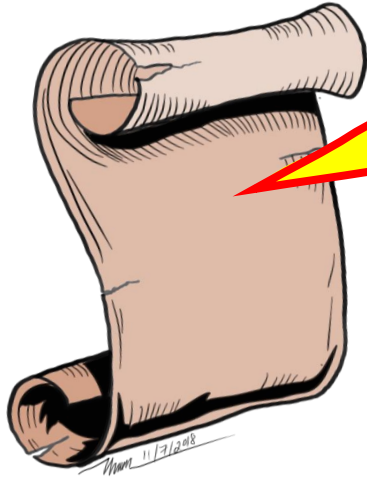
x AT TIME OF SALE &
DELIVERY

x **MINOR NOT LIABLE** TO
PAY FOR CLOTHES i.e. 11
FANCY WAISTCOATS

☐ RELEVANT CASE LAW
NASH V INMAN



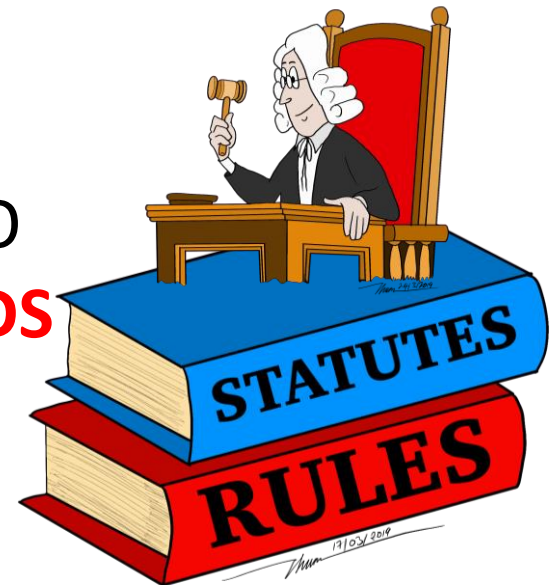
(A) CONTACT for NECESSARIES



☐ NOT NECESSARIES

☐ RELEVANT WRITTEN LAW

- MINORS'
- CONTRACTS ACT
- "RESTITUTION"
- COURT COULD REQUIRE MINOR TO RETURN THE GOODS



(B) ~~BENEFICIAL~~ CONTACT

□ TERMS OF CONTRACT

× **UNREASONABLE & NOT BENEFICIAL** i.e. 7 year apprenticeship agreement, not to marry, poor pay, etc.

× THEREFORE
UNENFORCEABLE

□ RELEVANT CASE LAW DE FRANCESCO v BARNUM



(D) RATIFIABLE CONTRACT

☐ **ANY OTHER TYPE OF CONTRACTS** i.e.

- × (A) Contracts for “necessaries”
- × (B) Beneficial contracts
- × (C) Voidable contracts

☐ **NOT BINDING** on MINOR

☐ MINOR MAY **RATIFY** CONTRACT SOON AFTER ATTAINING MAJORITY.

