

YOUNG PEOPLE AND CONTRACTS

Young people have a unique place in law. They are not yet adults, but they are developing many of the skills and abilities of adulthood. They are entitled to many of the same rights as adults, and can be held to many of the same responsibilities. They will not, however, always be treated in the same way as adults. This unique belief in law is generally founded on two beliefs:

- that children do not have the ability to properly evaluate their options and make sound decisions
- that it is the parent's role to guide and make decisions for their children

In Saskatchewan, "the age of majority" (the age at which people become adults in the eyes of the law) is 18. Each province determines its own age of majority, and can restrict the rights and responsibilities that go along with it. In Saskatchewan, upon reaching the age of majority, a person generally has the right to vote, get married, enter into contracts, and otherwise fully participate in society.

Contract law provides special protection to minors. Generally, individuals under the age of 18 cannot be held liable for contracts that they enter into, unless the contract is for the "necessaries of life" or the minor has derived a real advantage from it. Contracts that take unfair advantage of minors, or are not in their best interests, have no legal effect.

Necessaries usually include things such as food, shelter, education and medical services, but can include a host of other things, depending on the minor's circumstances. Saskatchewan law defines necessaries as goods suitable to the condition of life of the minor and the minor's actual requirements at time of sale and delivery.

Minors have the option of cancelling contracts for non-necessaries. This affords minors some protection against reckless or imprudent acts, but the law balances this special protection for minors against legitimate business interests.

For example, a minor may be tempted by a rent-to-own offer for a CD or video game player. The minor may come up with the required down payment and take the equipment home after entering into a contract that requires payments, plus interest, over time. After using the equipment for a week, the minor might regret the purchase for any number of reasons. While the minor cannot be held to the contract, he or she must return the merchandise if they want to cancel the contract. And, the seller may have a right to keep some or all of the down payment to compensate for the benefit the minor obtained during the time he or she had possession of the merchandise.

Generally, when young people are considered mature enough (by law) to engage in "adult" activities, they will be subject to the same rights and responsibilities as adults. However, these rights and responsibilities may be modified by the underlying principle of the law that states that young people require special guidance and protection. The special protection that contract law provides to minors is just one such example.

HANDOUT

CASE STUDIES

Skating on Thin Ice

Gerry, who is 17 years old, bought a pair of skates for \$160 at the local sporting goods store. He paid \$100 cash and agreed to pay the balance at the end of the month. He took the skates home and then went skating. Later Gerry realized that he would not have enough money to pay back a loan from his friend if he paid the \$60 owing on the skates. He took the skates back, with the sales slip, and asked for a refund of \$100 dollars in exchange for the skates.

1. Did Gerry make a deal, or enter into a contract, with the sports store?
2. Would skates be considered a “necessary?”
3. Can the sports store make Gerry pay the \$60 and insist that he keep the skates?
4. If Gerry can't pay the \$60, can he be made to return the skates? Would he get his \$100 back if he had to return the skates?
5. If Gerry had not used the skates could he get his \$100 back?

HANDOUT

Charge it!

Jo spends the summer working at a resort where the General Store allows people to charge groceries and other goods if they agree to pay their account every 30 days. Jo, aged 17, is staying in a cabin with her cat. One weekend Jo went into the city to go to the exhibition. The trip cost more than expected and she is unable to pay the General Store account. The manager now wants to collect the money owing.

1. Is there a contract between Jo and the General Store? Explain.
2. If Jo bought cosmetics, cat food, and lace curtains for her cabin on credit can the General Store collect for these items?
3. Is it likely that the General Store could collect for items such as milk, cheese, shoes, and gloves?
4. How might the General Store proceed to collect the money that Jo owed?

HANDOUT

A Friend in Need

Marina, who is 17 years old, borrowed five hundred dollars from J.J. Struthers, an adult friend of Marina's boyfriend. Marina needed the money for car trips and repairs, school supplies, clothes, and an insurance premium for her car. J.J. Struthers wanted Marina to repay the money, but she refused to do so.

1. Was the money used to provide Marina with the necessities of life? Explain.
2. Is Marina legally responsible for repaying the loan?
3. If Marina drove her car for pleasure only, would she be required to repay the portion of the loan used for operating her car?
4. If you were J.J. Struthers, what would you do to collect the money Marina had borrowed?