

A 17-year-old boy started a business mowing lawns for his neighbors. As the boy's business grew, he received requests for lawn services from homeowners in neighborhoods located several miles away. The boy lived with his parents and had use of the family's old pickup truck after 4:00 p.m. each day to carry his lawn maintenance equipment to the other neighborhoods. However, the boy believed that it was necessary to own a truck that could be used for his business at any hour. He therefore entered a contract with a used-car dealership to purchase a truck.

Which of the following statements best describes the contract between the boy and the used-car dealership?

- A. The contract for necessities is enforceable.
- B. The contract is voidable only by the boy.
- C. The contract is voidable by either party.
- D. The contract is void and unenforceable.

### Explanation:

An unmarried, unemancipated **minor** (ie, person under the age of 18) **lacks capacity to contract**, so any contract entered by the minor is voidable by the minor. However, the contract is not voidable by the other contracting party. This means that the minor has the sole power to either:

- void the contract before or soon after turning 18 by (1) disaffirming the contract through words or actions and (2) returning any still-existing benefit received under the contract *or*
- ratify the contract after turning 18 by (1) failing to timely void the contract or (2) otherwise agreeing to be bound by it.

However, if the minor seeks to void a **contract for necessities**, then the minor can still incur **liability** for the **reasonable value** of the **necessaries** under a **quasi-contract** theory. "Necessaries" is a flexible term that generally includes food, clothing, shelter, and anything else that (1) is actually required for the minor's support or well-being and (2) has not been provided by the minor's parent or guardian.

Here, the 17-year-old boy contracted with the dealership to purchase a truck because he believed that it was necessary to own a truck that could be used for his business. But the boy did not *actually* require a new truck because he had use of the family's pickup truck to carry his lawn maintenance equipment to other neighborhoods. Therefore, the necessities exception does not apply here, and the contract is voidable only by the boy (**Choices A, C & D**).

### Educational objective:

Minors lack capacity to contract, so a contract entered by a minor is voidable by the minor. However, a minor who chooses to disaffirm a contract for necessities (eg, food, clothing, shelter) must pay for their reasonable value.

### References

- Restatement (Second) of Contracts § 14 (Am. Law Inst. 1981) (incapacity based on infancy).
- 42 Am. Jur. 2d Infants §§ 56–63 (2020) (infant liability for necessities).
- 42 Am. Jur. 2d Infants §§ 64–69 (2020) (examples of necessities).

**Common examples of necessities**  
(contracting minor must pay reasonable value)

**Food**



**Clothing**



**Shelter**



**Education**



**Medical care**



**Vehicle**

