

Let's say you bought a moped from a friend, paid him the \$85 he asked for it and brought it to your house for a trial run. That's when you found out the engine would not start. A moped with an engine that did not run might look fine in the garage, and someone might take a picture of you sitting on it, but it would not be very useful. It would probably be a sad disappointment if you had paid hard-earned money for it.

There are, however, legal steps you might take if you were caught in this situation. These are provided for in laws related to contracts and sales and their special application to young people. These laws also regulate the various warranties provided by sellers and manufacturers. These laws would cover possible liability for injuries caused by defected products.

When you buy a car, you enter into a sale that is a form of contract. A contract is a promise by one side to do something in consideration of some promise or action by another side. In this case, your friend agreed to sell the moped to you for your payment of \$85. Contracts are made in many different types of transactions. In addition to sales, loans of money and sale of real property involve contracts.

Some contracts apply to the services of persons or businesses. There are hundreds of laws concerning sales. Many of them are included in a book-like document that has been adopted in large part nearly everywhere in the United States. The general laws covering contracts are also numerous and complex. However, one principle that applies to young people is quite simple: If you are an infant or minor under the age of majority, you may disavow any contract that you make.

To be able to do this means that you are not legally required to fulfill your /contracts. This rule is designed to protect young people from unwise agreements that they might make due to their lack /of experience or because other people try to cheat them. In this case, you could simply return the moped and ask /for your money back. If your friend refused, you would have the right to sue him for the return /of the money. On the other hand, if your friend was also a minor, he would have the same right /to disavow.

He might demand that you return the cart because he decided that \$85 was not a /good price after all or because he changed his mind about selling it. A minor may disavow the contract for /any reason, or for no reason at all. And he may do so even if he lied about his age/ in making the contract. However, he must do so within a reasonable amount of time. Of course, young people fulfill their /contracts, just like adults do, because they wish to keep their promises and develop a reputation for doing so.

The /law does not prohibit minors from entering into most kinds of contracts. While they are free to disavow them as /well, there are a few exceptions. In most areas, minors may be required to fulfill contracts for things furnished them /by others who expect payment. Usually, these things are items of food, shelter, or clothing such as a winter coat./

At some time, you might consider a car to be necessary, but transportation does not fit into this category. Items /that are related to your education may or may not be necessary. The age of majority differs from state to /state. Many of these laws are being

changed, and now most states have the same age of majority. In some /states, special laws make it possible for minors to make contracts for loans and for insurance.

Marriage is another form /of contract, and in each state, the laws specify the age at which young people may marry without their parents' /consent. In some states, once you are legally married, you are considered an adult for certain purposes and may be /bound by your contracts.

How about the adults who contract with minors? Let's say you bought that moped from an /adult neighbor, a mechanic who built mopeds as a hobby. Could he disavow the contract because you are a minor? / On this point, the law is clear. Your adult neighbor is free to contract with you, but he cannot disavow as you /might do. In other words, if he wants to return the money and get his moped back, you do not have /to give it to him. This may seem unfair, but the law exists to protect you. As an adult, he /does not need this kind of protection. There are, however, a number of other general protections available to everyone in /the laws relating to sales and contracts.

One of them is the requirement that some contracts must be in writing. / That is based on an old English law. Deals that are agreed to in conversation between the parties are legal /for many purposes. Of course, in the case of a dispute, it is often hard to prove the terms that /were agreed to. So, the writing requirement is a useful protection. If the parties have signed a written contract, then /it is considered to be complete. That way they can't offer testimony on your side. (15)