

A Minor Disagreement

Learning Irresponsibility At An Early Age

by Lawrence Savell

It is said that "youth is wasted on the young." Although that may be somewhat true, our society—and our laws—often properly view the young as persons deserving of a little extra latitude and needing a little extra protection.

For example, the law frequently provides that persons under the age of majority (which can vary in different jurisdictions) may be able to avoid the obligations of contracts which they enter into on their own. Persons dealing with minors in business contexts should bear in mind such considerations.

A recent case involving a transaction

with a minor for the purchase of a collector vehicle was *Addario vs. Sandquist*, decided on March 25, 1998 by the Superior Court of Connecticut.

According to the court, on April 14, 1996, the plaintiff, Paul Addario, then a minor, purchased a 1961 Ford Ranchero from the defendant, Craig Sandquist, for \$2,500. Addario thereafter sought to void (undo) this transaction, but Sandquist declined to return the money.

At trial, Sandquist took the position that this was not a transaction involving a minor because Addario had acted through and was assisted by an adult, as his agent. In the

alternative, Sandquist argued that this was a completed cash sale and as such there was no contract left to be rendered void.

The court rejected Sandquist's arguments, and ruled for Addario.

First, the court rejected Sandquist's attempt to make something of the fact that Addario had been accompanied by an adult in the course of the transaction and that the adult had asked questions about the vehicle. Sandquist admitted that he knew the purchaser was the minor and that it was the minor's money. However, Sandquist focused on the fact that Addario had handed the money to the adult who handed it to

Sandquist. (Addario denied this.) Sandquist also noted that the adult had driven the purchased vehicle away.

The court was not persuaded. "Assuming as facts the defendant's scenario, the court finds no basis to suggest that this was not a purchase by the minor. The adult who was present did not stand *'in loco parentis'* [meaning 'in the place of a parent'—although some frustrated adults would say it really means 'you have to be crazy to be a parent!'] to the minor. He was the father of a friend of the minor, both having accompanied this plaintiff to the car trade show in the minor's car. The minor's registration plate was placed on the vehicle, and it was the minor who received the bill of sale and the car keys from the defendant. The defendant did not insert any name in the bill of sale under "purchaser."


The court dismissed Sandquist's "agency" argument. "As for the agency theory, even if this adult were to be found an agent of the minor, the acts performed would still be the acts of the minor. The defendant is suggesting that a long standing common law doctrine designed to protect minors could be eliminated by the simple process of having the minor employ an adult to do his bidding. It is also inconsistent with the law of agency to *posit* [argue] that the use of an agent can alter the legal capacity of a principal. Counsel offers no authority for the novel theory advanced. The court concludes that the transaction in question was between the plaintiff minor and the defendant, that the minor acted on his own and by himself, that the adult present was not his agent and even if he had been the minor's agent, the contract would still be that of the minor."

Next, the court rejected Sandquist's argument that cash sales, and by implication all completed transactions, are excluded from those transactions minors may seek to void. "The defendant offers no case law or other authority to support this theory, but cases dealing with this subject support the opposite view, that a child who enters into a contract may elect 'to avoid the legal relations created by the contract...'"

"In an 1866 case, our Supreme Court noted that an infant (minor) may avoid contracts..." It cited other Connecticut decisions supporting the position that a minor may rescind a sale, including some involving the sale of a motor vehicle. "The court rejects the defendant's argument and declines to adopt a proposition which would ignore the underlying basis for the common law rule. Where one party to an agreement possesses legal disabil-

ity of this type, we will not permit the other, who occupies a superior bargaining position, to raise the agreement as a shield against the child's common law suit."

Thus, the court entered judgment for Addario "to recover of the defendant the sum of \$2,500, with interest at the legal rate from April 14, 1996 to the date hereof, March 25, 1998, in the amount of \$486. The court finds that no credit is due the defendant for depreciation of the vehicle because of his failure to act upon the plaintiff's

notice of rescission [undoing of the contract]. Upon payment of this judgment, the defendant is entitled to the return of the vehicle and its bill of sale." 

Lawrence Savell is Counsel at the law firm Chadbourne & Parke LLP in New York City. This column provides general information and cannot substitute for consultation with an attorney. Additional background on this and prior "Old Cars in Law" articles can be found on-line at www.carcollector.com.