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MEMORANDUM

To: Margaret Turner
From: Applicant
Re: Potential Wright Litigation
Date: October 6, 2020



Janice Wright, the mother of 12 year-old Ryan wants to avoid payment of \$8,980 to GamerTRax which in excess of the \$20 authorized payment by Janice Wright.

ARGUMENTS

1. Whether Ryan can disaffirm the contract.

The Columbia Family Code Section 6702 states that a contract may be disaffirmed by a minor or by the minor's parent before majority or within a reasonable time afterwards. Ryan is 12 years-old and is therefore a minor. Janice, upon receipt of the credit car bill in the amount of \$8,980 immediately wrote Gamertrax a letter disaffirming the contract entered into by Ryan by stating that she only authorized payment up to the amount of \$20. In the case of Brady v. Thomas, the Court of Appeal cited Section 6702 and allowed a minor to disaffirm a contract in order to "shield minors from their lack of judgment and experience" and protect against the minor's own immaturity and imprudence and guard against the "machinations of other people and to discourage adults from contracting with a minor." Ryan did not fully understand that the options he was using were being charged each time he would play the game and the law protects minors like Ryan from game companies like Gametrax who take advantage of minors.

2. Whether Janice's letter disaffirm the contract for Ryan

The Terms of Service provided by Gametrax stated that the parents of the minors will be contacted and informed of the contract. Janice was notified of the contract and she authorized


the contract. Under Columbia Civil Code 3803, "actual authority is created by the principal's manifestations to an agent that, as reasonably understood by the agent, expresses the principal's assent that the agent take action on the principal's behalf." Gametrax will contend that Janice's letter does not disaffirm the contract as she not only authorize Ryan to use her credit card, but she was contacted by Gametrax about the contract and Janice approved of the contract.



3. Whether Janice is liable for the charge

In Brady, the court stated that "a minor's contract may be avoided by any act or word disclosing an unequivocal intent to repudiate its binding force and effect. If Janice's letter can be introduced to state that the letter also Ryan's disaffirmation of the contract, the court may find this sufficient to disaffirm the contract and not hold Janice liable for the charge. Section 6702 allows a minor's parent to disaffirm a contract prior to minority within a reasonable time afterwards. Janice disaffirmed the contract prior to Ryan's majority and within a reasonable time. Thus, this is Janice's best argument in disaffirming the contract and not being liable for the charges.

CONCLUSION

Section 6702 will allow Janice to disaffirm the contract with Gamertrax and will not be held liable for the charges over \$20.

Respectfully submitted:

Applicant

Question #1 Final Word Count = 487

END OF EXAM