

“[A] minor may make a contract in the same manner as an adult, subject to the power of disaffirmance.” (Family Code § 6700.) “The law shields minors from their lack of judgment and experience and under certain conditions vests them in a right to disaffirm their contracts.” (Coughenour, 28.) However, “[a] contract...may not be disaffirmed...if all of the following requirements are satisfied: (a) The contract is to pay the reasonable value of things necessary for the support of the minor...(b) These things have been actually furnished to the minor... [and] (c) The contract is entered into by the minor when not under the care of a parent...able to provide for the minor.” (Family Code § 6712.) As to (b), it is undisputed that Junior contracted for two dinner parties and CACE furnished him with two dinner parties. Nonetheless, it is clear that (a) the dinner parties were not necessary for Junior’s support and (c) Junior’s parents were providing for his needs at the time of contract.

Necessaries are things “necessary to the support, use or comfort of the...minor...” (*Shipley v. Smith* (1904), 162 Cal. 526, 527.) Articles such as “housing, clothing, food, education, and medical attention” can be considered necessities, but this is not an exhaustive list, nor are any of the items dispositive. (*Ibid.*) To be a “necessary” an article must be essential to the minor’s existence. (*Ibid.*) Further, articles are not essential to the minor’s existence when the parent or guardian of the minor has provided or is able to provide such articles. (*See Robertson v. King* (1955), 225 Cal. 276, 279 [truck for minor’s trucking business not necessary when business not essential to minor’s existence because father, despite not living in the home, furnished minor with food, clothing, and housing]; *Harris v. Raughton* (1954), 37 Cal. App. 648, 650 [personal management contract not essential to the minor’s existence when parent provides all of minor’s needs and contract’s purpose is to advance minor’s career]; *Shipley v. Smith, supra*, at p. 528 [contract to purchase a car is essential to minor’s existence when minor needs transportation to work and relies on own paycheck to provide for “everyday needs”, but not essential when the minor only drives the car for pleasure]; and *Ballard v. Anderson* (1971) 4 Cal.3d 873, 878 [lease agreement for an apartment is essential to minor’s existence when minor has no lodging, but not essential when minor can return to parents’ home].)

Moreover, even those things deemed a necessary must be a reasonable purchase option. (*Shipley v. Smith, supra*, 162 Cal. 526, 527.) In other words, necessities do not include “articles of mere luxury or adornment” unless they are reasonable for the minor’s social position. (*Ibid.* [clothing

Disclaimer: This brief excerpt is demonstrative of how continuity increases effectiveness and persuasiveness of legal writing using TREAT. The cases and citations are made up.

for formal occasion may be a necessary for the minor, but “the most expensive bejeweled ballgown and hand-crafted three piece suits are not necessary when other, more reasonable options would suffice for the occasion”].)

While food was the subject of their contract with Junior, CACE’s luxurious catering was not a necessary for many reasons. First, CACE’s catering was not essential to Junior’s existence because Junior did not even personally consume the food; he used the food to host dinner parties to expand clientele for his business. Further, CACE’s catering was not essential to the expansion of Junior’s clientele because his parents were able to provide opportunities to network potential future clients through their own frequent entertaining. But, more importantly, Junior’s business itself was not essential to procuring his necessities because his parents provided lodging, clothing, education, and food. Indeed, at the time of both contracts, Junior’s parents provided him a home, a housekeeper who cooked breakfast and dinner, a fully stocked pantry and refrigerator with already prepared meals ready to be heated, and a \$3,000 monthly allowance to pay for lunch at school, eating out, clothing, and other activities.

Finally, even if the catering contracts were deemed essential to Junior’s existence, they are still not necessities because they are not a reasonable option. CACE’s artistic flair and fancy dishes—elk antler and peacock tail feather centerpieces, lobster, caviar, exotic game, and expensive wine—are “articles of mere luxury or adornment” and not a reasonable value or option. (*Shipley v. Smith*, *supra*, 162 Cal. 526, 527.) Even the argument that Junior’s parents’ net worth of \$10 million, annual income of \$900,000, and Santa Monica beach house make the dinner parties reasonable given Junior’s social position is futile; indeed, lobster and elk antlers can easily be replaced with more reasonable food and decor sufficient for such dinner parties for far less than \$46,000. And, as the Robertson court made clear, that his parents were frequently absent is of no consequence. (*Robertson v. King*, *supra*, 225 Cal. 276, 279.)

R

- Start rules broadly (issue concepts, element relationships, basic definitions)
- Narrow down to rules you will be “A”nalyzing (propositional rule)
- Make sure your propositional rule is clear (identify the “measuring” term you use)

E

- Use past cases to demonstrate that your measuring term has been applied as you proposed.
- “finding [insert measuring term] when [insert LSF from prior E cases clearly demonstrate your propositional rule in operation]”

A

- Use the same measuring terms from your Rs and Es
- Try and keep them in the same order you did in the Rs and Es above
- Help the reader visualize/imply the connection to your E cases above