

Chapter 7

1. Quality Motors, Inc. told Hays, who was 16, that, although they would not sell him a car because he was a minor, they would sell the car to an adult and then show Hays how to transfer title from the adult into his name. Hays returned with a 23-year-old friend. Quality Motors sold the car to Hays' friend and then told Hays about a notary public who would transfer the car's title. After the title was transferred, Hays' father discovered his son's chicanery and tried to compel Quality Motors to take the car back. Quality refused, arguing that, because the car had been sold to an adult, Hays could not disaffirm the contract. Do you agree with Quality? Why or why not? *Quality Motors v. Hays*, 225 S.W.2d 326 (AR).
2. After Lonchyna, a minor, enlisted in the U.S. Air Force he applied for and received three educational delays that postponed the beginning of his tour of duty. When the time finally arrived for active duty, Lonchyna claimed he could void the contract since he had entered into it when he was a minor. Is Lonchyna correct? Why or why not? *Lonchyna v. Brown, Secretary of Defense*, 491 F. Supp. 1352 (ND, IL).