Memo

To: Legal Methods Students

From: Professors Anderson, Hill, Mitchell and Richards

Subject: Preparation for First Class

The primary text for this class is Richard K. Neumann, Jr., *Legal Reasoning and Legal Writing (6th ed. 2009)*.

Before class on Tuesday:

1. Review the syllabus and calendar;

2. Read *Neumann*, pp. 47-62 (The Art of Legal Writing & the Process of Writing); *Neumann*, pp. 9-22 (Rule Based Reasoning); and

3. Read the attached phone message and statute.
While You Were Out

Date August 18

To Law Clerk

Time 12:00 noon

From Terry Fuentes (in NYC on depositions)

Re: Kris Hamilton appt.

☐ Came to see you ☑ Called you
☐ Please call ☐ Returned your call
☐ Will call again ☐ Wants to see you

Telephone number 212 628-3000 ext. 2004

Message
Terry needs you to conduct an initial client interview with Kris Hamilton. Kris' father is President of Amal. Oils (one of our clients). Terry spoke briefly with Kris' father, but didn't get details. Kris is being sued for not paying on a contract Kris signed before graduating from high school this Spring. Terry needs you to get the facts so the firm can file an answer to the By Complaint. Attached is a statute that might be helpful.
Utah Code Ann.

CHAPTER 2

LEGAL CAPACITY OF CHILDREN

15-2-1. Period of minority.

The period of minority extends in males and females to the age of eighteen years; but all minors obtain their majority by marriage. It is further provided that courts in divorce actions may order support to age 21.

1975

15-2-2. Liability for necessaries and on contracts — Disaffirmance.

A minor is bound not only for reasonable value of necessaries but also by his contracts, unless he disaffirms them before or within a reasonable time after he attains his majority and restores to the other party all money or property received by him by virtue of said contracts and remaining within his control at any time after attaining his majority.

1953

15-2-3. Limitation on right to disaffirm.

No contract can be thus disaffirmed in cases where, on account of the minor’s own misrepresentations as to his majority or from his having engaged in business as adult, the other party had good reason to believe the minor capable of contracting.

1953