OCTOBER 2020
Annotated California Bar Questions

Study edition | Original question pages with added highlights and reading pointers.

Practice first: attempt the clean question, then use the numbered notes and online sample responses to compare your reasoning. The full source packet is preserved, including its instructions and library.

Original, ungraded instructional commentary. Not official selected answers, scored student work, or a claim of attorney review.

Source: State Bar of California | 28 original pages, all retained.

Bar Exam Doctor | Published November 4, 2026

OCTOBER 2020

ESSAY QUESTION 1 OF 5

Answer All 5 Questions

California Bar Examination

Your answer should demonstrate your ability to analyze the facts in the question, to tell the difference between material facts and immaterial facts, and to discern the points of law and fact upon which the case turns. Your answer should show that you know and understand the pertinent principles and theories of law, their qualifications and limitations, and their relationships to each other.

Your answer should evidence your ability to apply the law to the given facts and to reason in a logical, lawyer-like manner from the premises you adopt to a sound conclusion. Do not merely show that you remember legal principles. Instead, try to demonstrate your proficiency in using and applying them.

If your answer contains only a statement of your conclusions, you will receive little or no credit. State fully the reasons that support your conclusions, and discuss all points thoroughly.

Your answer should be complete, but you should not volunteer information or discuss legal doctrines that are not pertinent to the solution of the problem.

Unless a question expressly asks you to use California law, you should answer according to legal theories and principles of general application.

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

QUESTION 1

1 Mary is a lawyer and represents Peg in a lawsuit alleging sexual harassment against Doug. Doug's lawyer is Len and the case is set for trial in Superior Court. Mary and Len dated and were intimate in the 1990s while in law school. They remain good friends, but are no longer romantically involved. Mary has not told Peg anything about her relationship, past or present, with Len.

Mary has determined that Doug will have to pay Peg damages after trial and that the primary issue in the litigation is the amount of damages. Mary estimates that, at trial, a court could award as little as $50,000 or as much as $150,000.

2 Doug testified in a deposition a month ago that he had never been unfaithful to his wife. Peg confided to Mary that she has solid evidence confirming that, for the past year, Doug has been engaging in an extramarital sexual affair about which his wife is unaware. Peg instructed Mary to use the information about the affair as leverage in settlement discussions to get the maximum amount in damages.

Mary agrees that, if she uses the fact of the affair in her negotiations with Len, the case will likely settle for a larger amount to Peg than if she doesn't mention the affair. Mary, however, strongly dislikes the idea of using that information. She is especially uncomfortable using this tactic in a case involving her good friend, Len.

1. What ethical violations, if any, has Mary committed by not telling Peg about her past and present relationship with Len? Discuss.

2. Should Mary use the fact of Doug's affair in settlement negotiations? Discuss.

3 3. If Peg persists, can Mary ethically withdraw from representing Peg? Discuss.

Answer according to California and ABA authorities.

READING POINTERS

1 Present conflict, past romance

Do not treat an old romance as automatically current intimacy. The stronger conflict evidence is Mary's present reluctance to pursue Peg's interests because of Len.

2 Identify the proposed means

Separate a lawful discussion of relevant evidence from an unlawful threat or an attempt solely to embarrass. Peg's settlement objectives do not authorize every method.

3 Withdrawal needs procedure

Discuss mandatory versus permissive grounds, permission from the trial court, and measures protecting Peg from prejudice.

OCTOBER 2020

ESSAY QUESTION 2 OF 5

Answer All 5 Questions

California Bar Examination

Your answer should demonstrate your ability to analyze the facts in the question, to tell the difference between material facts and immaterial facts, and to discern the points of law and fact upon which the case turns. Your answer should show that you know and understand the pertinent principles and theories of law, their qualifications and limitations, and their relationships to each other.

Your answer should evidence your ability to apply the law to the given facts and to reason in a logical, lawyer-like manner from the premises you adopt to a sound conclusion. Do not merely show that you remember legal principles. Instead, try to demonstrate your proficiency in using and applying them.

If your answer contains only a statement of your conclusions, you will receive little or no credit. State fully the reasons that support your conclusions, and discuss all points thoroughly.

Your answer should be complete, but you should not volunteer information or discuss legal doctrines that are not pertinent to the solution of the problem.

Unless a question expressly asks you to use California law, you should answer according to legal theories and principles of general application.

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

QUESTION 2

Acme Inc. is a corporation that has been profitable for several years and now holds $20 million cash in its treasury.

1 Acme's board of directors consists of Brown (Acme's Chief Executive Officer), Chase (Acme's Chief Financial Officer), and ten other non-employee ("outside") directors.

Acme's board of directors recently met to consider the best course of action with regard to the cash in its treasury. At this meeting, Brown and Chase strongly recommended that Acme pay a dividend to its shareholders. The board then heard a report from an outside consulting firm regarding the favorable prospects for Acme's expansion into a new line of business. After a lengthy discussion, the ten outside directors voted in favor of a resolution not to declare a dividend and instead to hold the accumulated cash for the corporation's future use. Brown and Chase voted against this resolution. The entire board of directors also voted unanimously to make a $100,000 cash contribution to a private university. Brown is a graduate of this university
3 and a member of its board of trustees. The other Acme board members knew these facts at the time the board unanimously authorized the contribution.

One of Acme's many shareholders, Davis, is upset about the board's decision not to declare a
2 dividend. He sent a letter to Acme's board demanding inspection of Acme's records relating to this decision.

Another Acme shareholder, Evan, filed a lawsuit against Acme and its board seeking orders that Acme pay a dividend to its shareholders and be enjoined from contributing $100,000 to the university.

1. Did Acme's outside directors possess the authority to reject Brown's and Chase's recommendation to pay a dividend from cash in the treasury? Discuss.

2. Does Davis have a right to inspect Acme's records relating to the board meeting described above? Discuss.

3. Is Evan likely to prevail in his suit for an order that the corporation pay a dividend? Discuss.

4. Is Evan likely to prevail in his suit to enjoin Acme from paying $100,000 to the private university? Discuss.

READING POINTERS

1 Votes, not executive titles

Outside directors have board authority. Count the ten-to-two vote, then separately apply fiduciary-duty and business-judgment principles.

2 A purpose related to ownership

Inspection can investigate how shareholder money will be used. Davis need not prove misconduct before examining relevant records.

3 Analyze the affiliation

Identify Brown's potential conflict, the informed independent votes, and the amount of the contribution. An affiliation alone does not prove waste.

OCTOBER 2020

ESSAY QUESTION 3 OF 5

Answer All 5 Questions

California Bar Examination

Your answer should demonstrate your ability to analyze the facts in the question, to tell the difference between material facts and immaterial facts, and to discern the points of law and fact upon which the case turns. Your answer should show that you know and understand the pertinent principles and theories of law, their qualifications and limitations, and their relationships to each other.

Your answer should evidence your ability to apply the law to the given facts and to reason in a logical, lawyer-like manner from the premises you adopt to a sound conclusion. Do not merely show that you remember legal principles. Instead, try to demonstrate your proficiency in using and applying them.

If your answer contains only a statement of your conclusions, you will receive little or no credit. State fully the reasons that support your conclusions, and discuss all points thoroughly.

Your answer should be complete, but you should not volunteer information or discuss legal doctrines that are not pertinent to the solution of the problem.

Unless a question expressly asks you to use California law, you should answer according to legal theories and principles of general application.

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

QUESTION 3

1 Andrew, a widower with three adult children (Bobby, Carol, and Dylan), owned a forty-acre parcel of wooded land called Havenwood. In 1988, Andrew by written deed validly conveyed the north half of Havenwood to his brother Elmo.

In 1989, Andrew died, leaving a valid will that gave "all my real estate to Bobby, Carol, and Dylan as joint tenants with right of survivorship." Carol and Dylan lived out of state. Bobby lived near Havenwood.

2 In 1990, without permission from anyone, Bobby cut down some trees and prepared a number of campsites on both the north and south halves of Havenwood. He sometimes used one campsite himself and rented out the other sites during the spring and summer each year. Bobby paid taxes on the entire property using the rental fees he collected, keeping the remaining profits.

3 In 2017, Dylan asked Bobby about the land and Bobby told Dylan that it was none of his business. Bobby said, "I've improved the land and, anyway, I'm the youngest and it will be mine in the end." Dylan then by written deed validly conveyed his interest in Havenwood to Fred, his friend, as a gift. Dylan told Carol what had happened, and she had a written deed drawn up validly conveying her interest in Havenwood "from Carol as a joint tenant to Carol as a tenant in common."

In 2018, Bobby died leaving a valid will that gave his entire estate to Sam, his son. Sam continued renting the campsites and paying taxes, keeping the remaining profits, and occasionally using one campsite himself, just as his father had done.

1. What right, title or interest in Havenwood, if any, are currently held by Elmo, Fred, Carol and Sam? Discuss.

2. Are any claims available to or against Sam for payment of taxes or recovery of rental fees? Discuss.

READING POINTERS

1 Start with the earlier deed

Andrew could not devise the north half after conveying it to Elmo. Analyze Bobby's possession there separately from his rights as a southern cotenant.

2 Continuity fits the property

Seasonal use may be continuous for recreational land. Also address the extent actually possessed and the special need for ouster against cotenants.

3 Track the second severance

Dylan's deed severs his share; Carol's valid self-conveyance then ends the remaining survivorship. Sam inherits Bobby's southern third by will.

OCTOBER 2020

ESSAY QUESTION 4 OF 5

Answer All 5 Questions

California Bar Examination

Your answer should demonstrate your ability to analyze the facts in the question, to tell the difference between material facts and immaterial facts, and to discern the points of law and fact upon which the case turns. Your answer should show that you know and understand the pertinent principles and theories of law, their qualifications and limitations, and their relationships to each other.

Your answer should evidence your ability to apply the law to the given facts and to reason in a logical, lawyer-like manner from the premises you adopt to a sound conclusion. Do not merely show that you remember legal principles. Instead, try to demonstrate your proficiency in using and applying them.

If your answer contains only a statement of your conclusions, you will receive little or no credit. State fully the reasons that support your conclusions, and discuss all points thoroughly.

Your answer should be complete, but you should not volunteer information or discuss legal doctrines that are not pertinent to the solution of the problem.

Unless a question expressly asks you to use California law, you should answer according to legal theories and principles of general application.

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

QUESTION 4

Needing money and willing to do anything to get it, Don, who is tall, and Al, who is short, set out for Vic's house around midnight to steal from him. On the way, Al said that he did not want to get involved, but Don slapped Al's face and responded: "If you don't come along now, I will break your legs tomorrow." At Vic's house, Don opened the unlocked front door and he and Al went inside. Don took a wallet on a table in the foyer, and he and Al ran away.

Wanda, who happened to be walking in front of Vic's house at the time, caught sight of both men running out of the house. That night, Wanda described the taller man to police as clean-shaven with short hair, but couldn't describe the shorter man.

Don and Al were soon arrested. The next day, a newspaper printed a recent photo of Don, showing him with a large beard and long hair. When Wanda saw the photo in the newspaper, she immediately went to the police station and told Officer Oliver that she was concerned that Don might be the wrong man. Officer Oliver told Wanda that Don had Vic's wallet in his pocket when he was arrested. Before Don was arraigned, Officer Oliver arranged for Wanda to view a lineup of six bearded men with long hair, including Don. After viewing the lineup for 20 minutes, Wanda identified Don as one of the men she saw running out of the house. At trial, Al stipulated that he had run out of Vic's house with Don.

1. With what crime or crimes, if any, may Al reasonably be charged; what defenses, if any, may he reasonably assert; and what is the likely outcome? Discuss.

2. Under the Fifth and Fourteenth Amendments of the United States Constitution, on what basis, if any, may Don move to suppress evidence of Wanda's identification at the lineup, and what is the likely outcome? Discuss.

READING POINTERS

1 Duress has a timing requirement

Serious harm is threatened, but tomorrow is problematic under the traditional imminence rule. Al also joined the plan before being threatened.

2 Breaking need not damage a lock

Opening a closed unlocked door can satisfy common-law breaking. Analyze accomplice responsibility even though Don opened it and took the wallet.

3 Evaluate reliability concretely

Use the nighttime opportunity to view, original short-haired clean-shaven description, long-haired beard, and hesitation. A neutral lineup composition is the prosecution's counterpoint.

OCTOBER 2020

ESSAY QUESTION 5 OF 5

Answer All 5 Questions

California Bar Examination

Your answer should demonstrate your ability to analyze the facts in the question, to tell the difference between material facts and immaterial facts, and to discern the points of law and fact upon which the case turns. Your answer should show that you know and understand the pertinent principles and theories of law, their qualifications and limitations, and their relationships to each other.

Your answer should evidence your ability to apply the law to the given facts and to reason in a logical, lawyer-like manner from the premises you adopt to a sound conclusion. Do not merely show that you remember legal principles. Instead, try to demonstrate your proficiency in using and applying them.

If your answer contains only a statement of your conclusions, you will receive little or no credit. State fully the reasons that support your conclusions, and discuss all points thoroughly.

Your answer should be complete, but you should not volunteer information or discuss legal doctrines that are not pertinent to the solution of the problem.

Unless a question expressly asks you to use California law, you should answer according to legal theories and principles of general application.

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

QUESTION 5

Daniel's house is for sale. In his living room are two valuable original paintings by Artist, one of the California coastline and the other of a field of Golden State wildflowers. Daniel recently refused an offer from Museum to purchase the paintings for $10,000 each.

Pam went to Daniel's house hoping to buy it before she left on a business trip. As Pam, Daniel and his real estate broker, Bill, inspected the house, Pam noticed the paintings in the living room, commenting that they were beautiful and seemed designed to fit in the house. Pam then offered $400,000 for the house and another $50,000 if the sale included the two paintings. Daniel agreed and asked Bill to draft a contract for the sale of the house and the two paintings for $450,000. Bill promised to have the contract ready before Pam left town the next day.

1 Bill drafted a written contract, which Daniel signed even though he noticed that Bill had mistakenly omitted from the sale the painting of the California coastline.

2 Daniel met Pam at the train station, as her train was about to depart. Daniel gave the contract to Pam, telling her, "This is what we agreed to and I've already signed it." Pam's train started to move, so she quickly signed the contract without reading it and jumped on board the train.

When Pam returned from her trip, she was horrified to find that the California coastline painting was not in the house. She immediately telephoned Daniel to ask about the painting, but he told her, "That's what the contract we signed provides," and hung up.

3 Six months after Pam moved into the house, she noticed in a local newspaper advertisement that Daniel was offering to sell the Artist painting of the California coastline to the highest bidder at an auction two weeks later.

1. What remedy or remedies can Pam reasonably obtain against Daniel? Discuss.

2. What defense or defenses can Daniel reasonably raise? Discuss.

READING POINTERS

1 Correct the instrument

The writing omits an agreed item. Explain reformation based on mistake and Daniel's knowing deception before seeking performance.

2 Reliance and fault

A signature matters, but Daniel's express assurance and knowledge of the error make a simple failure-to-read defense much weaker.

3 Protect the unique object

The proposed transfer supports interim injunctive relief. Analyze six months of delay separately from prejudice and the new threat of sale.

October 2020

California Bar Examination

Performance Test

INSTRUCTIONS AND FILE

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

IN RE POTENTIAL WRIGHT LITIGATION

Instructions.....

FILE

Memorandum to Applicant from Margery Turner.....

Memorandum to File re Potential Wright Litigation.....

Letter re Unauthorized Charges.....

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

PERFORMANCE TEST INSTRUCTIONS

1. This performance test is designed to evaluate your ability to handle a select number of legal authorities in the context of a factual problem involving a client.
2. The problem is set in the fictional State of Columbia, one of the United States.
3. You will have two sets of materials with which to work: a File and a Library.
4. The File contains factual materials about your case. The first document is a memorandum containing the instructions for the tasks you are to complete.
5. The Library contains the legal authorities needed to complete the tasks. The case reports may be real, modified, or written solely for the purpose of this performance test. If the cases appear familiar to you, do not assume that they are precisely the same as you have read before. Read each thoroughly, as if it were new to you. You should assume that cases were decided in the jurisdictions and on the dates shown. In citing cases from the Library, you may use abbreviations and omit page citations.
6. You should concentrate on the materials provided, but you should also bring to bear on the problem your general knowledge of the law. What you have learned in law school and elsewhere provides the general background for analyzing the problem; the File and Library provide the specific materials with which you must work.
7. This performance test is designed to be completed in 90 minutes. Although there are no parameters on how to apportion that 90 minutes, you should allow yourself sufficient time to thoroughly review the materials and organize your planned response.
8. Your response will be graded on its compliance with instructions and on its content, thoroughness, and organization.

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

MEMORANDUM

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

Janice Wright, a long-time client, has retained us on a matter concerning unauthorized credit card charges run up by her son, Ryan, for online purchases connected to an online video gaming website called GamerTrax. At Ryan's request, Janice gave him permission to open an account using her credit card. She told him he could charge no more than $20; he ended up charging $9,000. After receiving her credit card bill, she sent a letter to GamerTrax asking for a reversal of the $8,980 charge, but GamerTrax declined. She would like our help in determining whether she can avoid paying some or all of the charges.

I have already determined that Ryan was able to, and did in fact, enter into a contract with GamerTrax. So that I may discuss this matter with Janice, please prepare a memorandum that answers the following questions:

1 Is Ryan able to disaffirm the contract?
2. If so, did Janice's letter disaffirm the contract for Ryan?
3. Is Janice liable for the $8,980 charge?

1 Do not include a statement of facts in your memorandum, but do use the facts in its body.

READING POINTERS

1 Follow the requested format

Write an objective memorandum answering the three specified questions. Integrate facts in the analysis and do not reopen formation, which the supervisor has resolved.

MEMORANDUM

To: **File**
From: **Margery Turner**
Date: **September 29, 2020**
Re: **Potential Wright Litigation**

I met with long-time client Janice Wright yesterday to discuss a matter involving online video game activity by her 12-year-old son, Ryan.

The GamerTrax website allows users to play a wide array of online video games for free. Ryan, an avid online video gamer, has regularly done so.

The GamerTrax website also allows users to buy certain "options" to enhance their online video gaming experience. These options include "extra weapons," which can increase the user's chance of winning a game, and "extra lives," which can extend the duration of a game. To enable users to buy such options, the GamerTrax website maintains a payment system called GamerTrax Treasure.

Two months ago, at Ryan's request, Janice gave Ryan permission to open a GamerTrax Treasure account using her credit card. Janice gave Ryan the credit card number, expiration date, and security code, and told him that he could spend no more than $20.

Ryan opened a GamerTrax Treasure account. In doing so, he clicked, "I have read, understand, and agree to the Terms of Service," which included the following:

1. "I agree to provide a valid credit or debit card to obtain any option(s) for any online video game(s)."

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

2. “I agree that I am authorized to use the valid credit or debit card provided, either as the holder of the card if it is in my name or as an agent of the holder of the card if it is in the name of another. I further agree that I am authorized to use the valid credit or debit card provided in any and all amounts, up to and including the limit established by the issuer.”

3. “I agree that all transactions I may enter into to obtain any option(s) for any online video game(s) are final and irreversible.”

4. “I am under the age of eighteen (18), have reviewed the foregoing Terms of Service with my parent(s) or guardian(s), and have his/her/their permission to agree as stated above. To verify, you may contact my parent(s)/guardian(s) at jwright@columbiavalley.com.”

1 GamerTrax contacted Janice and she verified that she had given Ryan permission.

After opening the GamerTrax Treasure account, Ryan started playing an online video game called Galactic Odyssey, and obtained a few options. Janice’s credit card was charged $20. Ryan continued playing Galactic Odyssey for weeks, and obtained numerous additional options. He did not believe that he was spending any money to obtain these additional options. He was wrong: Janice’s credit card was charged an additional $8,980.

When Janice received her credit card bill, she sent a letter to GamerTrax asking for a reversal of the $8,980 charge. GamerTrax declined.

Janice has not yet paid her credit card bill, pending consultation with us.

READING POINTERS

1 Trace authority to the principal

Janice’s direct confirmation is crucial to apparent authority. Investigate exactly what she confirmed; Ryan’s own assertion cannot alone create it.

Ms. Janice Wright
234 Elm Street
Lincoln, Columbia

September 21, 2020

GamerTrax, Inc.
GamerTrax Campus
Moline Park, Columbia

1 Re: Unauthorized Charges

Dear Sir or Madam:

I am writing to request that you reverse the amount of $8,980 for unauthorized charges to my credit card. I authorized my son, Ryan Wright, to use my credit card to charge no more than $20 for options for online video games. I did not learn until I received my credit card bill that he had used it to charge an additional $8,980 for such options.

Thank you for your prompt attention to this matter.

Very truly yours,

Janice Wright

READING POINTERS

1 Billing objection or repudiation?

Compare the letter's limited reversal request with Brady's unequivocal termination. Explain why a clear new disaffirmance notice is safer.

October 2020

California Bar Examination

Performance Test

LIBRARY

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

IN RE POTENTIAL WRIGHT LITIGATION

LIBRARY

Select Provisions of the Columbia Civil Code .....

Select Provisions of the Columbia Family Code.....

Miller v. Miller
Columbia Court of Appeal (1963).....

Brady v. Thomas
Columbia Court of Appeal (2004).....

Laredo v. Purcell Fruit Co.
Columbia Supreme Court (1950) .....

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

SELECT PROVISIONS OF THE COLUMBIA CIVIL CODE

Section 3800. Agency Defined.

Agency is the fiduciary relationship that arises when one person (a “principal”) manifests assent to another person (an “agent”) that the agent shall act on the principal’s behalf and subject to the principal’s control, and the agent manifests assent or otherwise consents so to act.

Section 3801. Actual Authority.

An agent acts with actual authority when, at the time of taking action that has legal consequences for the principal, the agent reasonably believes, in accordance with the principal’s manifestations to the agent, that the principal wishes the agent so to act.

Section 3802. Apparent Authority.

Apparent authority is the power held by an agent or other actor to affect a principal’s legal relations with third parties when a third party reasonably believes the actor has authority to act on behalf of the principal and that belief is traceable to the principal’s manifestations.

Section 3803. Creation of Actual Authority.

Actual authority is created by a principal’s manifestation 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.

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

Section 3804. Creation of Apparent Authority.

Apparent authority is created by a person's manifestation that another has authority to act with legal consequences for the person who makes the manifestation, when a third party reasonably believes the actor to be authorized and the belief is traceable to the manifestation.

* * *

Section 3810. Binding Effect.

Any act of an agent within the scope of his or her actual or apparent authority binds the principal.

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

SELECT PROVISIONS OF THE COLUMBIA FAMILY CODE

Section 6701. Minor's Power to Contract.

A minor may make a contract in the same manner as an adult, subject to the power of disaffirmance under Section 6702.

Section 6702. Minor's Power to Disaffirm.

Except as provided in Section 6703, a contract of a minor may be disaffirmed by the minor or by the minor's parent or guardian before majority or within a reasonable time afterwards.

Section 6703. Exception to Minor's Power to Disaffirm.

A contract, otherwise valid, entered into during minority, may not be disaffirmed on that ground if: (a) the contract is to pay the reasonable value of things necessary for the support of the minor or the minor's family; (b) these things have been actually furnished to the minor or to the minor's family; and (c) the contract is entered into by the minor when not under the care of a parent or guardian able to provide for the minor or the minor's family.

1

READING POINTERS

1 The necessities exception is cumulative

Entertainment enhancements are not necessities. Actual delivery alone is insufficient; the parent-support condition also matters.

Miller v. Miller

Columbia Court of Appeal (1963)

By his complaint, Bryce Miller sought judgment against his mother Josephine Miller for $26,000, representing payments issued to him when he was under 18 years of age under a contract of employment as an actor. Bryce now appeals from a judgment in favor of Josephine.

Bryce was born March 11, 1940. In 1953, Bryce entered into a contract with Couch Studios, Inc., to portray a role in a television series. At the same time, Bryce entered into a contract with Josephine, under which she relinquished any right to any money paid to him pursuant to his contract with Couch. Pursuant to this contract, Couch issued to Bryce 30 checks in the aggregate amount of $35,000. Of these, Bryce endorsed and deposited four checks in the aggregate amount of $9,000 into his own account. At Bryce's direction, Couch delivered the remaining 26 checks in the aggregate amount of $26,000 to Josephine. Josephine endorsed Bryce's name on these checks and deposited them into her own account. Bryce authorized Josephine to use the money "to take care of both of us."

By this action, Bryce seeks to recover the $26,000 received by Josephine. There can be no doubt that Josephine held this money for Bryce. By her contract with him, she had relinquished any right to any of it. He was entitled to recover all of it—unless Columbia Family Code section 6703 stood in the way. Under that provision, a minor under the care of a parent who is unable to provide for him may contract to pay the reasonable value of things necessary for his support and that of his family and may not disaffirm such a contract. This being true, it must follow that the minor can authorize the use of money held for him for those purposes, and cannot recover the money thus paid out.

In entering judgment for Josephine, the trial court found that she expended the $26,000 she had received for herself and for Bryce. That finding, however, was insufficient to support the judgment. The court did not find that Josephine expended the money for herself and for Bryce *for things necessary for their support*. Nor could the court have so found. The evidence showed that, at all relevant times, Josephine had an independent and

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

substantial source of income. It also showed that she expended the $26,000 she had received, as she herself admitted, for the “good things of life,” not necessities.

The judgment is reversed.

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

Brady v. Thomas

Columbia Court of Appeal (2004)

Martha Thomas and her minor son Craig Thomas appeal the judgment in favor of Craig's former personal manager, Sharyn Brady, for unpaid commissions under a contract. Because Craig had a right as a minor to disaffirm the contract, we reverse.

In 1999, Brady entered into an "Artist's Manager's Contract" with Martha and Craig, who was then 10 years old. Martha signed the contract and wrote Craig's name on the signature page where he was designated "Artist." Craig did not sign the contract. Pursuant to the contract, Brady was to act as Craig's exclusive personal manager in exchange for a commission of 15 percent of all consideration paid to Craig as an artist during the three-year term of the contract.

In 2001, Craig obtained a recurring acting role on the Acme Television Network show *The Go-Kart Kid*. Some weeks later, Martha sent a certified letter to Brady stating that Craig no longer needed her management services, could no longer afford to pay her a 15 percent commission because they owed a "huge amount" of taxes, and were thereby "terminating" the contract. Within days, Brady responded, informing Craig that he was in breach.

In 2002, Brady filed suit against Craig for breach of contract. After a bench trial, the court found that Brady had proven her case by a preponderance of the evidence, and awarded her commissions of $154,700. In doing so, it rejected Craig's defense that the contract was invalid because Craig was a minor at the time he entered into it. Craig appealed from the ensuing judgment.

As a general proposition, parental consent is required for the provision of services to minors for the simple reason that minors may disaffirm their own contracts to acquire such services. According to Columbia Family Code section 6701, "[a] minor may make a contract in the same manner as an adult, subject to the power of disaffirmance" provided by Columbia Family Code section 6702. In turn, Columbia Family Code section 6702 states that, generally, "a contract of a minor may be disaffirmed by the minor or by the minor's parent or guardian before majority or within a reasonable time afterwards." The law shields minors from their

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

lack of judgment and experience and under certain conditions vests in them the right to disaffirm their contracts. Although in many instances such disaffirmance may work a hardship upon those who deal with a minor, the right to avoid contracts is conferred by law upon a minor for his protection against his own improvidence and the designs of others. It is the policy of the law to protect a minor against himself and his indiscretions and immaturity as well as against the machinations of other people and to discourage adults from contracting with a minor. Any loss occasioned by the disaffirmance of a minor's contract might have been avoided by declining to enter into the contract in the first place. Simply stated, one who provides a minor with services does so at his or her own risk.

1 No specific language is required to communicate an intent to disaffirm a minor's contract. A minor's contract may be avoided by any act or word disclosing an unequivocal intent to repudiate its binding force and effect. We find that Martha's certified letter was sufficient to constitute a disaffirmance of the contract by Craig because it stated that Martha and Craig were "terminating" the contract.

Therefore, we conclude that Craig had the right to, and did, disaffirm the contract. Accordingly, the judgment is reversed.

READING POINTERS

1 No formula, but a clear intent

The absence of technical words is not fatal. The question is whether the communication unequivocally rejects the contract's binding force.

Laredo v. Purcell Fruit Co.

Columbia Supreme Court (1950)

Linda Laredo brought an action for breach of contract against Purcell Fruit Co. In her complaint, Laredo alleged that she had entered into a contract with Purcell, represented by its agent Henry Hand, to sell a crop of oranges for $30,000. In its answer, Purcell denied that it had entered into any such contract of sale, alleging that it had authorized Hand only to enter into a contract of consignment under which it agreed to pack, ship, market, and sell the crop and pay her the net proceeds, which amounted to $10,000. After trial, a jury found in favor of Laredo and awarded her $30,000. Purcell appealed from the ensuing judgment.

Purcell's theory, at trial and on appeal, is that Hand did not have actual authority to make any contract of sale with Laredo. Under Columbia law, actual authority exists "when, at the time of taking action that has legal consequences for the principal, the agent reasonably believes, in accordance with the principal's manifestations to the agent, that the principal wishes the agent so to act." Columbia Civil Code section 3801. Purcell claims that the evidence introduced at trial shows that, at the time of his dealings with Laredo, Hand did not, and could not, reasonably believe that it wished him to enter into any contract of sale.

In contrast, Laredo's theory, at trial and on appeal, is that, at the very least, Hand had the apparent authority to make the contract of sale with her. Under Columbia law, apparent authority exists "when a third party reasonably believes the actor has authority to act on behalf of the principal and that belief is traceable to the principal's manifestations." Columbia Civil Code section 3802. Laredo claims that whatever the evidence introduced at trial might show about Hand's actual authority to enter into the contract of sale with her, it shows his apparent authority to do so.

Laredo's theory prevailed below. It prevails here as well. The evidence introduced at trial establishes the following facts: Over many years, Purcell has entered into contracts of sale as well as contracts of consignment for oranges in Columbia; Hand was Purcell's sole agent in Laredo's area; Hand drove a truck provided to him by Purcell, on which was

READING POINTERS

Official source page preserved. Use the highlighted pages and corresponding online response for added teaching commentary.

printed in large, bold letters, “Henry Hand, Agent for Purcell Fruit Co.”; Hand had in his possession form contracts of sale printed by Purcell and bearing Purcell’s name; Purcell had always performed every contract of sale Hand had entered into, and had never disavowed any; all of these facts were well known to Laredo and to the other orange growers in the area; in addition, Don Gordon, the owner of Purcell, visited Laredo and the other orange growers in the area at the beginning of the season to tell them that Hand would be calling on them. Perhaps Purcell had not granted Hand actual authority to enter into a contract of sale with Laredo on Purcell’s behalf. Or perhaps it had revoked such authority before the fact. But that matters not. Hand had apparent authority to enter into a contract of sale with Laredo on Purcell’s behalf. Laredo reasonably believed that Hand had authority to act on Purcell’s behalf and that belief was traceable to Purcell’s own words and conduct. In light of Hand’s apparent authority, there was unquestionably a contract of sale between Laredo and Purcell.

1

The judgment is affirmed.

READING POINTERS

1 **Private limits may not protect the principal**

Laredo distinguishes actual from apparent authority. Apply the same distinction to Janice’s private $20 instruction and outward confirmation.