**KIEFER v. FRED HOWE MOTORS**

**(Wisc. 1968) (p. x)**

**Relevant Facts:** Kiefer buys car while under 21 but married. Problems with car. Tries to return to Howe Motors (dealer) for refund. Dealer refuses.

**Procedural Posture/History/Status of the Case:** Kiefer (P) files case in state trial court in Wisconsin against dealer (D) seeking recovery of purchase price. Trial to court. P wins. D appeals

**Issue(s):**

Can a seller enforce a contract against a buyer who at the time of purchase was an emancipated minor over age 18?

OR

P arg: I was a minor. Minors’ contracts are voidable. I have chosen to void this and an entitled to my money back.

D arg: Change the rule. Emancipated minors need no protection. P should be bound by his contract.

**Holding:**

No. The rule that minors’ contracts are void or voidable applies equally to emancipated and un-emancipated minors. (Kiefer gets his money back).

**Analysis/Court’s Reasoning:**

* Rule: Contract of a minor, other than for necessities, is void or voidable at his option. Same rule applies to emancipated minors.
* Reason for the rule: protection of the minor from himself (from overreaching of others)
* Recognizes the counter-argument that minors allowed to make other significant decisions
* But rejects emancipation as proof of maturity
* ALSO: Any change in the rule should come from the legislature rather than the court. Cf. other states
* Rejects alternative rules.
* Bottom line: protection of minors necessary. Rule not perfect but reasons to keep rule outweigh reasons to change it.

**Dissent:** Rule should be changed. If mature enough to fight in military, mature enough for binding contracts

emancipated minor: An emancipated minor is a child who has been granted the status of adulthood by a court order or other formal arrangement. The two most common ways of attaining emancipation are marriage and enlistment in the military

**CLASS NOTES:**